

**TOWN OF KENT  
TOWN BOARD MEETING  
Tuesday, December 15, 2020**

**Workshop/Meeting**

1. Pledge of Allegiance
2. Discussion and/or Vote on the following:
  - a. Mining Discussion
  - b. LCPD – changes to bylaws, carryover time for employee
  - c. Planning – return of bond and escrow for TM# 8.-1-7
  - d. Highway – acceptance of bids and readvertise for sand or street sweeping
  - e. E-waste
  - f. Cleaning Service bids
  - g. Engineering services
  - h. Partners in Safety Agreement
  - i. GenServe Agreement
  - j. Beautification Committee member
  - k. Approval of Vouchers and Claims
3. Announcements
4. Public Comment

TOWN OF KENT  
County of Putnam, State of New York  
RESOLUTION \_\_\_\_\_

RESOLUTION INTRODUCING  
LOCAL LAW \_\_\_\_-2019 AND PROVIDING FOR PUBLIC  
NOTICE AND HEARING

INTRODUCED BY: Councilman Ruthven

SECONDED BY: \_\_\_\_\_

DATE OF CONSIDERATION/ADOPTION: \_\_\_\_\_, 2019

BE IT RESOLVED that an amendment to Kent Town Code Chapter 77 entitled "Zoning" to regulate Mining in the Town of Kent, is hereby introduced by Councilman Ruthven, as Introductory Local Law #\_\_ of the year 2019 before the Town Board of the Town of Kent in the County of Putnam and State of New York, and

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Amendment, which is attached hereto, be laid upon the desk of each member of the Board, and

BE IT FURTHER RESOLVED, that the Town Board will hold a public hearing on said proposed Amendment at the Town Hall, in the Town of Kent, New York at 7:00 o'clock P.M. on \_\_\_\_\_, 2019, and

BE IT FURTHER RESOLVED, that the Town Clerk publish or cause to be published a public notice in the official newspaper of the Town of Kent of said public hearing at least five (5) days prior thereto.

UPON ROLL CALL VOTE:

Supervisor Fleming: \_\_\_\_\_  
Councilman Ruthven: \_\_\_\_\_  
Councilman Denbaum: \_\_\_\_\_

Councilwoman McGlasson: \_\_\_\_\_  
Councilman Huestis: \_\_\_\_\_

VOTE: RESOLUTION CARRIED BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_ ABSTAIN \_\_\_\_\_

State of New York     )  
County of Putnam    ) ss:

I, Yolanda D. Cappelli Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Kent at a meeting of said Board on \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Yolanda D. Cappelli, Town Clerk

TOWN OF KENT  
NOTICE OF HEARING

AMENDMENTS TO THE KENT TOWN CODE  
REGARDING MINING

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Kent, New York, on \_\_\_\_\_ 2019 an amendment to Kent Town Code amending Chapter 77 of the Code regarding Zoning to regulate Mining in the Town of Kent.

NOW THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Kent, New York will hold a public hearing on the aforesaid Amendment at the Town Offices, 25 Sybil's Crossing, Kent, New York, on \_\_\_\_\_, 2019, at 7:00 p.m. in the evening of that day at which time all persons interested therein shall be heard. The Town Board will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: \_\_\_\_\_, 2019

BY ORDER OF THE TOWN BOARD OF THE  
TOWN OF KENT

YOLANDA D. CAPPELLI, TOWN CLERK

TOWN OF KENT  
AMENDMENT TO  
CHAPTER 77 OF THE KENT TOWN CODE

BE IT ENACTED by the Town Board of the Town of Kent, Putnam County, New York, as follows:

Section 1. Chapter 77 of the Kent Town Code entitled “Zoning”, is amended to add a new Article VIII(C) regarding Mining, as follows as follows:

**ARTICLE VIII(C)**

§77-26. 11. Definitions.

ABANDONMENT

The discontinuance of use by not performing the normal functions associated with the mining operation for an eighteen-month period.

AFFECTED AREA

The sum of that surface area of land or land under water which is to be disturbed by the mine.

EXCAVATION

The permanent removal of overburden and minerals, as defined herein, from the ground in the affected area.

HAULAGEWAY

All roads utilized for mining purposes, together with that area of land over which material is transported that are located within the permitted area.

MINE

Any excavation from which a mineral is to be produced for sale or exchange, or for commercial, industrial or municipal use; all haulageways and all equipment above, on or below the surface of the ground used in connection with such excavation, and all lands included in the life of the mine review by the DEC.

MINERAL

Peat, topsoil, sand and gravel shall be considered minerals.

### MINING FLOATING ZONE

The area in which mining may occur within the Town's \_\_\_\_\_ Zones and particular solely to each individual application.

### MINING OPERATION/MINING

The excavation of overburden and minerals from the earth; the preparation and processing of minerals, including any activities or processes or parts thereof for the extraction or removal of minerals from their original location and the preparation, washing, cleaning, crushing, stockpiling or other processing of minerals at the mine location so as to make them suitable for commercial, industrial, or construction use; exclusive of manufacturing processes, at the mine location; the removal of such materials through sale or exchange, or for commercial, industrial or municipal use; and the disposition of overburden, tailings and waste at the mine location.

### MINING PLAN

A description of the applicant's mining operation which shall include maps, plans, written materials and other documents as required by the Town and/or the DEC.

### OPERATOR and OPERATOR THEREOF

Any person, corporation, firm, partnership or other entity conducting a mining operation as defined herein with the Town of Kent, Putnam County, New York, and shall include any owner of land or other premises situated within the said Town who permits or consents to the use of such land or other premises by any person, corporation, firm, partnership or other entity for a mining operation unless such other person, corporation, firm, partnership or other entity is conducting the same on such premises under a lease granting him sole occupancy, use and possession of such premises for a term of at least one year and is a permittee hereunder.

### OVERBURDEN

All of the earth, vegetation and other materials which lie above or alongside a mineral deposit.

### RECLAMATION

The conditioning of the affected land to make it suitable for any productive use, including but not limited to the planting of forests, the planting of crops for harvest, the seeding of grass and legumes for grazing purposes, the protection and enhancement of wildlife and aquatic resources, the establishment of recreational, residential, commercial, industrial and historical sites or for other uses demonstrated to be consistent with the policy of the Town and/or the DEC.

## RECLAMATION PLAN

A description of operations to be performed by the applicant to reclaim the land to be mined over the life of the mine. The reclamation plan shall include maps, plans, the schedule for reclamation, written material and other documents as required by the Town and/or the DEC.

### §77-26.12. Mining, Floating M Zone.

Mining of all kinds is prohibited throughout the Town of Kent except as specifically set forth in this section. The Town Board seeks to promote the safety, health and general welfare of the residents of the Town of Kent by removing the danger to health, safety and life caused by creation of excessive noise and/or light; excessive quantities of dust; deep excavations remaining in the ground; traffic dangers; exposure of the bare earth to wind action and other natural elements; creation of artificial pools of water; pollution of water; danger to the groundwater, watershed, wildlife resources, including flora and fauna, and destruction of natural drainageways. A Mining Floating Zone, hereinafter also referred to as an "M" Zone, is hereby established for such use. It is designed to mitigate impacts and to assure that any mining is compatible with the character of the surrounding community, and to prevent excessive noise; prevent land from being left in a hazardous state; prevent soil erosion; protect the natural vegetative cover of such land; and prevent destruction of natural drainageways. At the same time, it is recognized that the mining provided for in this Mining Floating Zone is necessary and useful and should be allowed when not in conflict with the express purposes of this section. There is hereby created a Mining Floating Zone located as shown and so designated on the Zoning Map of the Town of Kent, which is a part of the Code of the Town of Kent, and shall be added to § 77-3 thereof. Enactment of a local law by the Town Board is required to locate an M Zone. An M Zone may be created only within the \_\_\_\_\_ Zones.

#### Lot Size, Density and Yard Dimensions

##### Minimum Yard Dimensions

(feet)

##### Minimum Lot Size

##### Minimum Area/

<u>Area</u>	<u>Width</u>	<u>Family</u>			
<u>(acres)</u>	<u>(feet)</u>	<u>(acres)</u>	<u>Front</u>	<u>Each Side</u>	<u>Rear</u>
<u>10</u>	<u>400</u>	<u>--</u>	<u>200</u>	<u>200</u>	<u>200</u>

#### A. Application process.

- (1) A person seeking to locate an M Zone shall file an application with the Town Clerk, signed by the owner or owners of the property or a by a duly designated and authorized agent of said owner or owners.

- (2) Once the Town Board has received a complete application to locate an M Zone, it may decide to meet with the applicant to discuss the application and determine whether additional information is needed. The Town Board may, at its discretion, decline to consider any application for a Mining Floating Zone. The Board may also, at its discretion, decide to hold informational meeting(s) to obtain public input on the proposal.
- (3) If the Town Board decides to consider the application to locate an M Zone, it shall transmit a copy of the complete application to both the Zoning Board of Appeals and the Planning Board for a review and recommendation. The Boards shall officially respond to the Town Board's referral within 45 days of the receipt of the application from the Town Board, unless either Board requests an extension and such extension is granted by the Town Board. In addition, the complete application shall be referred to the Putnam County Planning Department as may be required by the New York State General Municipal Law.
- (4) The Town Board shall comply with all State Environmental Quality Review Act requirements.
- (5) If the Town Board decides to consider the application to locate an M Zone, the Town Board shall schedule a public hearing on the proposed M Zone application in compliance with all applicable sections of Town Law. The Zoning and Planning Boards' recommendation and the referral from the Putnam County Planning Department, if any, shall be introduced at the public hearing and become a part of the official meeting minutes.
- (6) Within 60 days after completion of the public hearing, the Town Board shall determine whether to approve, approve with conditions or deny the application. In considering an application for designation of an M Zone, the Town Board must determine that the application meets the following:
- (a) The use shall be designed, located and operated so as to protect the public health, safety and welfare of the community.
- (b) The location, size, nature and intensity of the use, the size of the site in relation to the use and the location of the site, with respect to streets giving access to the use, shall assure that the use will be in harmony with the appropriate and orderly development of the neighborhood in which the use will be located and the nature and height of the buildings, walls and fences will not discourage the appropriate development and use of adjacent land and buildings or impair the value thereof.
- (c) The use shall be designed, located and operated so as to protect the groundwater; any residential or commercial water supply; drainage; nearby wetlands and nearby critical environmental areas as defined in the State Environmental Quality Review Act.

- (d) The use shall not be more objectionable to nearby properties, by reason of aesthetic or visual impact, noise, fumes, vibration or flashing lights, than would any permitted use in the area.
- (e) The use shall not generate undue traffic congestion, create a traffic hazard or impact the safety of children on school bus routes.
- (f) The use shall have adequate road frontage and safe access directly onto a paved Town, county or state highway.
- (g) The use shall be designed in accordance with the approval standards specified in Subsection D below.
- (7) If the Town Board decides to grant the application for an M Zone, this chapter shall be amended to reflect the changes to the text of the zone regulations, and the zone, appropriately labeled, shall be shown on the Zoning Map. The boundaries of the M Zone shall be no less than 200 feet from the property line of the adjacent properties.
- (8) Within six months after the Town Board has adopted a zoning amendment creating an M Zone, the applicant shall apply to the Planning Board for site plan approval pursuant to this chapter. The Planning Board shall grant approval if it finds that the site plan satisfies the standards and criteria of this section and this chapter. If more than six months elapse between Town Board approval and the submission of a site plan application, the M Zone designation shall expire, and the property shall revert to its previous zoning classification, following notice to the applicant and owner and a public hearing, unless an extension is granted to the applicant by the Town Board.
- (9) If, after the passage of one year from the date of site plan approval by the Planning Board the mining operation has not started, the M Zone designation shall expire and the property shall revert to its previous zoning classification, unless the applicant shall obtain an extension from the Town Board.

B. Application information.

- (1) An applicant for a Mining Floating Zone and site plan approval under this section shall file 25 copies with the Town Clerk. The application shall state the specific intended use for the property and shall include a schematic site plan depicting the approximate size, height and location of the proposed structures, parking areas, roads, open space and other facilities. An application for an M Zone shall also include a completed short or full environmental assessment form as required by SEQRA, Article 8 of the Environmental Conservation Law and Part 617 of Title 6 of the New York Codes, Rules and Regulations. Each copy thereof



shall set forth and include:

- (a) Copy of any document submitted to or received from the New York State Department of Environmental Conservation (the "DEC") in connection with an application submitted to such agency, including but not limited to the applicable mining permit granted by the said DEC.
- (b) A detailed statement of the nature of the proposed operation and the manner in which it is proposed to be conducted, and of the number of acres of land to be used in connection therewith.
- (c) A statement as to the nature and type of any structure to be used in such operation and either presently on the area of proposed operations or to be built thereon.
- (d) A statement as to the source of required water to be utilized in the operation and the amount of such use annually.
- (e) A statement as to the amount of minerals proposed to be removed and the manner of removal thereof during the permit period and during any subsequent period.
- (f) A statement as to the period of time required to complete the proposed mining operation, including any proposed restoration and reclamation.
- (g) A proposed plan of reclamation of the area proposed for such usage, with a statement as to the amount of such reclamation proposed to be accomplished within the permit period, and a time schedule as to reclamation proposed to be accomplished subsequent to the permit period. Where no reclamation is proposed, a statement to that effect will be submitted stating the reason or reasons that reclamation is not proposed. Where a proposed plan of reclamation is submitted, an easement executed and acknowledged by the owner or, if more than one, the owners, running to the Town and permitting entry on the land to perform reclamation in the event of the failure of the applicant to the Town's satisfaction shall be submitted.
- (h) A statement setting forth the proposed hours of operation; the level of traffic to be produced and the proposed routes to be used by such traffic during such time.
- (i) An abstract of title or other satisfactory evidence of the ownership of the land on which the operation is to be conducted.
- (j) A statement as to the existing groundwater level, and the methodology for arriving at such statement, at the location proposed for the M Zone.

- (k) A topographical map showing the boundary of the total property on which the operation is proposed to be conducted and all other adjacent property and streets and highways within 500 feet of the perimeter of the land on which the operation is proposed to be conducted and, also, showing all structures within the area of the map, the owners of all land shown on the map and the zoning classification of all such land. Such map shall show contour elevations at two-foot intervals using United States Geological Survey data. Such map may be referred to as the "topographical site map."
- (l) A statement as to the current zoning classification of the land on which the operation is proposed to be conducted.
- (m) A topographical map showing the boundary of the total property on which the operation is proposed to be conducted distinctly outlined and all property within 500 feet thereof, with contour elevations at two-foot intervals using United States Geological Survey data and showing, in a distinctive fashion, proposed contour elevations at two-foot heights after reclamation, if any is proposed, and after each stage thereof. Such map may be referred to as the "reclamation plan map."
- (n) The written, notarized consent of each nonapplicant owner of the premises on which the operation is proposed to be conducted.
- (o) A statement setting forth the record of compliance for any prior mining activities of the applicant or any related person.
- (2) Each such map shall be prepared by either a professional engineer duly licensed by the State of New York or by a surveyor duly licensed by the State of New York and shall be certified to the Town as to the accuracy thereof by such preparer. Such certification shall be provided within 30 days of the date of the application to the Town Board and shall be recertified within 30 days of the date of the site plan review application, unless such site plan review application is made within 30 days of the enactment by the Town Board of the M Zone. Each such map shall be drawn in a scale of not greater than one inch to 100 feet nor less than one inch to 20 feet.
- (3) Upon acceptance of the application and the deeming of same to be complete by the Town Board, the applicant shall by certified mail notify all landowners whose land is adjacent to the perimeter of the proposed zone, or within 500 feet thereof, of the application.
- C. Public hearing. No new M Zone may be located and no approval under this section shall be issued under this section until after a public hearing by the Town Board, in accordance with the Town Code. Before the Town Board public hearing, the Town Code Enforcement Officer shall investigate the facts and circumstances of the application and submit a report

in writing to the Town Board prior to the public hearing, which report shall either be read at the public hearing or made available for public inspection during the hearing and which shall include but not be limited to a recommendation regarding whether the application complies with the zoning requirements and whether all items required herein have been submitted. Nothing contained in the preceding sentence shall be deemed to limit the power of the Town Board to act on the application if the Town Code Enforcement Officer fails to submit such a report. The Town Board may hold a preliminary hearing or hearings or a preliminary conference or conferences with the applicant or his representative, and any such preliminary conference or preliminary hearing may be held without public notice.

D. Approval standards. Each local law locating an M Zone shall include, but not be limited to, the following provisions:

- (1) Mining operations may only be conducted between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and between the hours of 8:00 a.m. and 12:00 noon on Saturdays. Mining operations may not occur on any Sunday or legal holidays as set by the Town Board.
- (2) All access points and roadways to the affected area shall be from a paved Town, county or state highway. No vehicles utilizing or accessing the affected area shall stop, stand, park or idle outside the affected area.
- (3) All mining operations shall be conducted without unnecessary noise and shall at all times be in conformity with then-enacted portions of the Town Code relating to noise.
- (4) Barriers shall be erected and maintained around the area of operation and shall have no openings other than a gate or gates for ingress and egress, and each such gate shall be kept locked at all times except during the working hours of the operation when the operator or an owner of the land or an agent or employee of the operator or of the owner is inside. Such barrier shall be maintained until reclamation of the area is complete, and after reclamation such barrier shall be maintained around each and every pit or excavation exceeding six feet in depth. This standard may be waived or modified with respect to any particular mining operation, provided the Town Board finds that the public safety will not be jeopardized, and subject to such conditions as the Town Board may impose.
- (5) At no time shall any mining operations be conducted within 200 feet of any adjacent property line or the boundary of any public street or highway.
- (6) At no time shall any mining operations, parking of vehicles or equipment or stockpiling of mineral, overburden or other product of the mining operation be conducted within 200 feet of any residence or business structure.

- (7) All mining operations shall be conducted in a safe manner, and all slopes shall be excavated and maintained at safe angles to prevent collapse of upper grade surfaces and danger to children.
- (8) No excavation shall adversely affect groundwater levels of other properties.
- (9) All haulageways shall be paved with blacktop or similar material for a minimum of 250 feet from intersection with the public roadway. All other haulageways shall be topped and maintained with materials of no less quality than item four gravel, or comparable quality, within the affected area.
- (10) Any vehicle entering a public road shall be free of exterior dirt, mud or other debris and shall be washed prior to leaving the limits of any affected area, if necessary to remove same.
- (11) Overburden removed in connection with any such operation shall not be removed from the premises and shall be arranged in a berm-like condition in a manner designed to help prevent noise, dust, and other emissions from escaping the mine. In the event that topsoil is the product being removed from the mining operation, sufficient reserves of such material shall be kept within the affected area sufficient to complete the reclamation plan.
- (12) Topsoil shall be re-spread upon the surface of the land from which such minerals have been removed unless this requirement is expressly waived by the Town Board.
- (13) All haulageways shall be at all points at least 200 feet from any residence or public building, provided that this standard may be waived or modified by the Town Board.
- (14) All materials used as fill shall be free from garbage, refuse, offal or other deleterious or unwholesome matter.
- (15) All areas on which overburden has been re-spread, as required hereinabove, or by any approved plan of reclamation, shall be prepared for and seeded with grass, unless other vegetation or planting with vines or other covering is specified in an approved plan of reclamation.
- (16) All trucks hauling materials from any operation regulated or licensed under this section shall be loaded in such a manner as not to spread or spill such materials on any street or highway within the confines of the Town.
- (17) No removal of earth from the ground shall be made in such manner as to undermine, weaken or deprive of support other lands in the vicinity or so as to substantially obstruct, impede or change the course of or the natural movement or flow of surface water therein, or otherwise adversely affect any public waterway, public body of water, wetland, lake, pond.

river, creek, waterway or body of water which is used as a part of any drainage system.

- (18) All facilities, including but not limited to that used for the crushing, screening, washing, stockpiling or processing of minerals, shall at all times be located only in an area approved by the Planning Board.
- (19) In order that the Town be in an assured position to enforce the provisions of the Mining Floating Zone issued hereunder, and have the completed excavation meet provisions of such zone and other applicable laws or ordinances of the Town, the applicant, upon the creation of a Mining Floating Zone hereunder, shall grant to the Town, its officers or employees, the license to enter upon the premises to determine that the provisions of the new zone are being fulfilled and require such work to be done as may be necessary to meet the conditions of the zone.
- (20) Maintenance, repair and fueling of vehicles and equipment shall be conducted so as to minimize and prevent lubricant and fuel spills to the maximum practicable extent. Mine vehicles and mining equipment shall be maintained in proper operating condition.
- (21) All discharges of silt, sediment or process water shall be confined within the permit area unless prior approval from the New York State Department of Environmental Conservation Regional Water Quality Engineer is obtained.
- (22) No chemical additions to processing water shall occur at any time unless prior approval from the New York State Department of Environmental Conservation Regional Water Quality Engineer is obtained.
- (23) No pollution of the groundwater or surface waters shall occur.
- (24) The applicant shall agree to engage in a program of mine site security through the use of gates and barriers to prevent unauthorized entry to the mine property.
- (25) The applicant shall agree to report to the Town Code Enforcement Officer all spills of chemicals, including gasoline, motor oil or hydraulic fluids, in excess of one gallon at any one time, within one hour of discovery of such spill.
- (26) The applicant shall agree to file, annually, at least 30 days prior to the anniversary date of the enactment of a certification that all conditions imposed by the respective Boards are met, that the mining operation continues to be in compliance therewith and proof that any bond required is in effect.

E. Bond/insurance.

- (1) In the event the Town Code Enforcement Officer or other designated Town officer shall determine that the bond required by any entity having jurisdiction over the use proposed in the application is insufficient to complete its contemplated purpose, or in the event the use does not fall within the jurisdiction of any other governmental body or agency having superior jurisdiction to that of the Town Board or the Planning Board, as the case may be, the filing of a performance bond may be required as follows:
- (a) Before the location of any new M Zone or the issuance of any permit hereunder, the Town Board shall, unless it shall have first determined that no bond is required, require that a bond be executed and filed by the applicant and by any and all owners of the premises on which said operation is to be conducted. Such bond shall be issued by a surety company licensed to do business in the State of New York. Such bond shall be in an amount equal to twice the estimated cost of such reclamation or \$5,000, whichever be the greater sum. Such bond must be approved by the Town Attorney prior to the enactment of any local law locating an M Zone hereunder. Such bond shall provide that in case of any failure or default to perform the work required to be performed the bond shall be called, upon written notice to the principal or principals and to the surety sent by certified mail to their addresses as shown in the bond, unless such failure be corrected within 90 days of the mailing of such notice to the principal (or principals) and surety. The ninety-day notice of such default or failure may be given at any time after such default or failure.
- (b) If said default is not cured within the ninety-day period, the Town shall, upon written request to the surety, receive the full amount of the bond and commence reclamation.
- (c) Said bond may not be cancelled for any reason unless authorized in writing by the Town.
- (d) If the surety notifies the principal or Town of its desire to cancel the bond, such notice must be at least 120 days in advance of the cancellation. This notice shall hereinafter be referred to as "cancellation notice."
- (e) The principal must replace any cancelled bond within 90 days of the receipt of cancellation notice, and the failure to do so is a default under this section, triggering the principal's requirement to commence reclamation. If reclamation is not completed before the expiration of the cancellation notice period, the Town may call the bond due as stated in Subsection E(1)(b) above.
- (f) Said bond shall remain in full force and effect until released by the Town, except that the Town Board or Planning Board may reduce the amount thereof in a proper case. Prior to any such release the Town Board or Planning Board may require a statement showing the manner of compliance with the plan of reclamation, and a topographical map of the area on which the mining operation was conducted and the area within 300 feet of the perimeter of

the area of operation, showing contour elevations at intervals of heights of two feet. The Town Board shall refer any request for release of any such bond to the Town Code Enforcement Officer, who shall report on compliance with the plan of reclamation within 15 days of such referral.

(g) Said bond shall also provide that the time for compliance with any such plan of reclamation shall be deemed to be accelerated and terminate 120 days after the date of revocation of such permit pursuant to the provisions of this section as in effect at the time of such revocation.

(h) In lieu of such bond, the Town Board or Planning Board may permit a letter of credit or a cash deposit to be made with the Town, subject to the approvals, conditions and forfeitures specified hereinabove in the case of a bond.

(2) Before the enactment of a local law hereunder, the applicant shall present, to the Town, certificates of insurance evidencing the acquisition of liability insurance coverage in the amounts deemed by the Town Board to be appropriate and by resolution for death/bodily injury and property damage. Said insurance shall be maintained throughout the life of the Mining Floating Zone and for a three-year period after reclamation has been completed, and the aforementioned certificates shall provide for 120 days' notice to the Town prior to cancellation by the carrier.

F. Exceptions. The following operations and uses are hereby excepted from the application of § 77-26.12:

(1) All existing mines permitted by the Town and operating on the date of enactment hereof shall continue to be operated pursuant to the terms and conditions of their respective permits.

(2) Excavation or removal of earth, mineral or rock incident to highway, sidewalk or driveway construction to the extent such topsoil, sand, earth and/or gravel is removed solely from the bed of said highway, sidewalk or driveway.

(3) The moving of earth, mineral or rock from one portion of premises to another portion of the same premises as an incident to construction of a building or other improvement to land or as an incident to farming or landscaping, subject to the requirements for obtaining a steep slope permit set forth at §66-6 of this code.

(4) Removal of earth, mineral or rock from the area of a subdivision granted final approval by the Planning Board of the Town of Kent pursuant to any then-applicable zoning ordinance of the Town of Kent, provided that any such removal be in accordance with plans and

specifications approved by said Planning Board.

(5) Construction of sewage-disposal systems.

(6) Any of the exceptions set forth in the New York State Agriculture and Markets Law.

(7) Any sanitary landfill or dump operation conducted by the Town of Kent or on its behalf.

(8) Any mining operation conducted by the Town of Kent.

(9) Steep slope permits as defined in § 66-6 of this code.

G. Posting and entry on posted premises.

(1) The operator under this section shall cause the outside perimeter of the premises on which the mining operation is conducted, or the outside perimeter of that portion of the premises on which such operation is conducted, to be posted with appropriate notices having dimensions of not less than 11 inches square, containing, with letters of not less than one inch in height, the following language:

"No trespassing. These premises are subject to a local law of the Town of Kent, Putnam County, New York. Unauthorized entry upon these premises constitutes an offense punishable by a fine not exceeding \$100 or imprisonment for not more than six months, or both."

(2) Such notices shall be posted not farther apart than 100 feet and shall be posted on each side of each entrance into the premises on which such operation is being conducted. No person, other than those lawfully engaged in operations thereon or the Town Code Enforcement Officer, police officer or authorized Town representative, shall enter onto any such posted premises.

H. Reimbursement of review costs: indemnification.

(1) The applicant under this section shall be required to establish an escrow account to reimburse the Town of Kent for the legitimate costs of review associated with the use of professionals qualified to review the required plans, reports and other technical information submitted in support of an application for a mining operation or small-scale mine. The initial amount of the escrow account shall be determined on a case-by-case basis, but in no case shall be less than \$3,000 or such larger amount estimated by the Town Board and/or Planning Board to be reasonable and necessary to cover the cost of the review to be incurred by the Town. All necessary reviewing professionals assisting the Town in such reviews shall provide an estimate of the approximate cost of review services. The Town shall submit an itemized bill to the applicant at least five business days prior to any deduction of such



amount billed from the escrow account. The respective Boards may periodically and at their discretion require the replenishment of the escrow account established hereunder. Upon completion of the application and review process, any balance remaining in the escrow account shall be refunded to the applicant within 30 days of the submission and payment of the final bill by the Town and payment in full of all application and approval fees.

- (2) In any approval hereunder, the respective Boards shall require an irrevocable commitment from the owner of the mine and related facilities, the owner of the land upon which the mine is located, and any and all lessees and the affiliates of any of the above, to defend, indemnify, and hold the Town of Kent, its boards, officials, employees and agents, free and harmless from judgments or costs, including reasonable attorneys' fees, arising directly or indirectly from the construction, use, operation and/or reclamation of the mining operation and affected areas except as to those arising from the Town's own negligence.

I. Complaints. Any person may file a complaint of any violation of this section, in writing, with the Town Code Enforcement Officer, who shall investigate the same and report thereon to the Town Board within 10 days.

J. Abandonment of use; rescission or suspension of local law authorizing Mining Floating Zone.

- (1) If the Town Code Enforcement Officer, or any authorized representative of the Town, finds that any mining operation permitted hereunder is not being conducted in accordance with the provisions of this section or of the site plan approval under which such operation is conducted, issued either under this section or prior to the effective date hereof, or is abandoned as defined herein, such facts shall be reported, by such Town Code Enforcement Officer or other Town representative, to the Town Board, which may direct that an order in writing be served upon the applicant directing that the conditions therein specified as being in violation of this section or such permit be remedied within five days after date of service of such order.

- (2) Such order may be served either by personal delivery upon the operator in the same manner as a personal delivery of a summons or by certified mail. If served by certified mail, service shall be deemed to have been made five days after mailing thereof. If such conditions are not remedied within five days after such service, the Town Board may cause a notice in writing to be served upon the operator directing him to appear before the Town Board on a date and at a place within the Town specified in such notice and show cause why such local law or permit should not be rescinded or suspended.

- (3) Such notice may be served either by personal delivery on the operator in the same manner as a summons or by certified mail; if served by certified mail, service shall have been

deemed to have been made five days after mailing thereof. The hearing shall be set for a date at least 10 days and not more than 30 days after service of the notice. The Town Board may hold such hearing and testimony of witnesses may be heard thereat.

(4) The Town Board, after such hearing, may elect to rescind such local law or site plan approval or suspend the same. Such suspension may, by its terms, lead to a rescission of the local law upon failure of the operator to comply with the terms of suspension.

(5) No rescission or suspension of such local law or site plan approval hereunder shall be ordered by such Board in the absence of a finding of a violation thereof. An order of suspension or revocation hereunder shall be served upon the operator either by personal delivery to the operator or by certified mail and shall be effective immediately upon service; if service is made by certified mail, service of such order shall be deemed completed five days after mailing. All service by certified mail under this action shall be mailed to the operator at his address as shown in the application under this local law and, in addition, if a more current address be known, to such current address. This section shall not preclude the Town from enforcing this section by any other lawful means, including any action for a penalty, for injunctive or other relief hereunder.

K. Termination of Mining Floating Zone. In the event that the Town Board elects to rescind a local law or revoke a site plan approval enacted or granted in accordance with the above provisions; the Town Board deems the mining operation to be abandoned in accordance with the definition herein; or the Town Code Enforcement Officer certifies that reclamation has been completed in accordance with the reclamation plan for the M Zone, the Mining Floating Zone created by local law authorized herein shall terminate and the land within the said zone shall return to its former zoning designation set forth in the Town Code of the Town of Kent.

L. Penalties for offenses. Each and every violation of the provisions of this section or of the conditions and/or restrictions of a permit issued hereunder or of a permit issued under the Code of the Town of Kent, New York, prior to the effective date hereof, for a mining operation shall be deemed an offense against this section and shall be punishable by a fine of not more than \$250 or imprisonment for not more than six months, or both. Each day's continued violation of this section shall constitute a separate and additional violation.

M. Injunctive relief. Nothing contained herein shall prohibit the Town Board from maintaining, and the Town Board is authorized to maintain, an action or proceeding in the name of the Town in any court of competent jurisdiction to compel strict compliance with the provisions of this section and the conditions of any permit issued hereunder or any valid permit issued by the Planning Board and/or Zoning Board of Appeals prior to the effective date of this section, or to restrain by injunction the violation of any provision of this section or of any

such permit.

N. Administrative rules and regulations. The Town Board may, at any time and from time to time, by resolution, adopt procedural rules and regulations with respect to applications hereunder and with respect to the administration and enforcement of this section, provided the same are not in conflict with this section.

O. Severability. If any clause, sentence, paragraph, section or part of this section shall be adjudicated by any court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this section but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

P. Miscellaneous

(1) This section is expressly adopted pursuant to the relevant sections of the New York State Town Law and the New York State Municipal Home Rule Law.

(2) All other provisions of the Code of the Town of Kent shall remain in full force and effect.

(3) This section shall be effective immediately upon filing with the Secretary of State.

Q. Fees. Fees for applications and reviews provided for by this section shall be in the amount or amounts as established by the Town Board from time to time. Said fees shall be posted in the Town Hall on the official Schedule of Fees for the Town of Kent.

Section 3. New Zoning District. Chapter 77 of the Kent Town Code entitled “Zoning”, Section 3 regarding “Enumeration of districts” is amended to add a new zoning district:

§ 77-3 Enumeration of districts.

A. The Town of Kent is hereby divided into the classes of districts listed below:

One-Family Residence District	R-80
One-Family Residence District	R-40
One-Family Residence District	R-10
Planned Residential Development District	PRD
Commercial District	C
Industrial/Office/Commercial District	IOC

- B. In addition to the above districts, the following overlay districts and floating zones are hereby created. Any overlay maps adopted or modified under this chapter shall be adopted or modified by zoning amendment pursuant to the procedures specified in the Home Rule Law. The overlay districts impose requirements that supplement those in the underlying districts listed in this chapter above and do not supersede the provisions of those districts, except insofar as the overlay districts may impose more restrictive requirements. The overlay districts are as follows:

Towner's Road Overlay District	TRO
Business Park Overlay District	BPOD
<u>Mining Floating Zone</u>	<u>M</u>

#### Section 4. Severability.

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstance, and the Town Board of the Town of Kent hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

#### Section 5: Effective Date.

This local law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Dated: \_\_\_\_\_, 2019

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT

[\_\_\_\_\_] deleted text

\_\_\_\_\_ added text

## Maureen Fleming

---

**From:** Paul Denbaum <  
**Sent:** Monday, December 14, 2020 4:05 PM  
**To:** Paul Denbaum; Maureen Fleming; William Huestis; Jamie McGlasson; Christopher Ruthven  
**Subject:** Mining Language

### **TOWN OF KENT NOTICE**

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

My language would just add a subsection to Chapter 63 of our local laws to state the following:

Notwithstanding any subsection of this Chapter of the Town of Kent Soil Removal Law, no permit shall be issued for the removal of soil outlined herein if the the amount of soil to be removed from the property at issue exceeds \_\_\_\_\_ current cubic yards and the property is zoned commercial or the soil removal is in furtherance of a commercial use.

**LAKE CARMEL PARK DISTRICT ADVISORY COMMITTEE  
RECOMMENDATION TO CHANGE BYLAWS**

**SUBMITTED BY:**

**Walter Recher**

**Chair, Lake Carmel Park District Advisory Board**

**December 8, 2020**

Lake Carmel Park District advisory committee shall consist of nine members.

1. If practical, a member shall be selected from each beach area of Lake Carmel.
2. All members of the Advisory Committee must be a resident or property owner of the Lake Carmel Park District.
3. The initial term of the nine-member committee shall be as follows; the first three members chosen are to serve for three years, the second three members are to serve for four years and the third three members shall serve for five years. All initial terms are to be determined by the lot upon the expiration of the initial term. Each reappointment or new appointment shall be for a period of five years. Any partial term will be filled prior to any full five year term and, if multiple open terms exists, the oldest partial term will be filled first. In the event that the Chairperson's term becomes vacant, the Vice-Chairperson will assume the Chairman's position and term. There are no limits on the number of terms any person may hold.
4. The Committee shall choose its own Chairperson from amongst the members of the Committee for a one-year term.
5. The Town Councilperson(s) acting as Liaison(s) to the Advisory Committee shall be an ex officio member of the Committee, without vote.
6. The Advisory Committee shall meet regularly once per month, in an open meeting with Lake Carmel residents, who may participate by engaging in discussions and providing input and recommendations; in addition, an open workshop may be called, at the discretion of the Chairperson, by majority vote of the Advisory Board/Committee; these meetings will be open to Lake Carmel Residents to observe, without participation.
7. The Advisory Committee may upon resolution be dissolved by the Town Board at any time.
8. Advise as to what may be projects for maintenance and beautification of Lake Carmel.
9. Advise as to long-term projects with a view toward maintenance and Improvement of the lake over a period of years.
10. Advise as to the number of employees (non-union) to be hired by the Lake District as workers with the District, i.e., lifeguards, beach checkers (if deemed necessary by the Advisory Committee), and summer maintenance crew.

11. Coordinate all District festivals and recreational functions within the Park District with the approval of the Town Board.

12. Recommend applicants to Town Board for the Lake Carmel Park Advisory Committee.

13. The Advisory Committee may remove an existing Member for non-participation in meetings and/or conduct unbecoming of a Member, by a super-majority of Advisory Committee votes (70%+). The Member in question may not participate in the vote.

Town of Kent Planning Board  
 25 Sybil's Crossing  
 Tel: 845-225-7802

email: [planningkent@townofkentny.gov](mailto:planningkent@townofkentny.gov)  
 Kent, NY 10512  
 Fax: 845-306-5283

RESOLUTION # 14  
Year 2020

# Memorandum

Date: December 10, 2020

From: The Kent Planning Board

To: The Kent Town Board:  
 Maureen Fleming, Supervisor - w/Att  
 Bill Huestis, Deputy Supervisor  
 Paul Denbaum  
 Jaimie McGlasson  
 Chris Ruthven

CC: W. Walters, Building Inspector - w/Att T. Harrison - w/Att.  
 L. Cappelli, Town Clerk - w/Att Finance Department - w/Att.

Re: **Recommendation to return Erosion Control Bond and escrow fees to:**  
**Aimee and Josh Rich**  
**1 Long Mountain Court**  
**Kent, NY 10512**  
**TM: 8.-1-7**

Resolved: On December 10, 2020 Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to forward it to the Town Board for their action.

Mr. Tolmach asked for a motion to forward this recommendation to the Kent Town Board to take the above action. The motion was made by Simon Carey and seconded by Charles Sisto. The roll call vote was as follows:

Phil Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Aye</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Aye</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

The Planning Board respectfully asks that, if the Town Board is in agreement, they accept the recommendation of the Planning Board to return the erosion control bond in the amount of \$1,872.00 and \$406.15 which remains in the escrow account after Ms. Mangarillo and Mr. Barber conducted the final inspections.

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on December 10, 2020.

Dated: December 10, 2020

  
 Vera Patterson  
 Planning Board Secretary



# HIGHWAY DEPARTMENT – Material Bids – 2021

Valid County, State and Municipal Bids can be substituted at any time

HEATING OIL & SERVICE .....	Mirabito Energy Products
ROAD SALT.....	Champion Salt (State Bid)
SUMMER BLACKTOP.....	Peckham Materials/Thalle Industries, Inc. (Depending on location and closed plants)
WINTER MIX.....	Package Pavement
BLACKTOP IN PLACE.....	Intercounty Paving Co.
ADS PLASTIC PIPE .....	Chemung Supply Corp. (Bulk), Expanded Supply Products, Carmel Winwater Works (Depending on quantity & availability)
CONES & SIGNS.....	Expanded Supply, Chemung Supply Corp Glenco Supply, Traffic Lane Closures (Depending on availability, pricing and quality as needed)
CRUSHED LIMESTONE.....	Putnam Materials Corp.
CRUSHED BLUESTONE.....	Wingdale Materials, LLC
HAND TOOLS & PACKAGE.....	Home Depot, Tractor Supply, Cutting Edge Equipment (Depending on availability, pricing and quality as needed)
PLOW BLADES.....	Chemung Supply Corp.
GUIDE RAIL & INSTALLATION.....	Chemung Supply Corp.
CATCH BASINS.....	Chemung, Expanded Supply (Depending on specific material required for job)
CAST IRON GRATES.....	Expanded Supply Products, Glenco Supply Inc., Chemung Supply Corp. (Depending on specific material required for job)
TREE WORK.....	Barney Zipkin Tree Service
ROCKLEDGE REMOVAL/HWY EQUIP. & OPERATOR....	Fred Adams, Jr.
CBI GRINDER & EXCAVATOR W/SHEAR.....	R.T.I. Industries, LLC

**ITEMS TO BE RE-BID IN JANUARY:**  
**ICE & SNOW HIGHWAY SAND F.O.B**  
**HIGHWAY SAND DELIVERED**  
**STREET SWEEPING**

Number of vendors and notes	Material/ Service											#2 Fuel Oil Divd Old Lake Carmel Fire House rte 52 \$/gal	Service Per Burner Annual Service \$ per yr./Loc.	Repair Hourly rate thereafter
		DIESEL OIL UNLEADED \$/gal	GASOLINE SUPER \$/gal	#2 Fuel Oil Delivered to 311 Hwy Garage \$/gal	#2 Fuel Oil Divd LCPD Main. Bldg. \$/gal	#2 Fuel Oil Divd Recreation old Town Hall Rte 52 \$/gal	#2 Fuel Oil Divd Kent Town Center Complex ( Town Hall, Police, Library) Rte 52 \$/gal	#2 Fuel Oil Divd Lake Carmel Community Center, Huguenot Rd \$/gal	#2 Fuel Oil Divd Old Lake Carmel Fire House rte 52 \$/gal					
1	<b>VENDORS</b> Mirabito Energy Products P.O. Box 5306 Binghampton, NY 13902	\$ 1.5325	N/B	1.5575	1.5575	1.5575	1.5575	1.5575	1.5575	1.5575	1.5575	\$ 250.00	\$ 99.00	

Number of Vendors and notes	Material/ Service	Road Salt					
		Salt Bulk	Salt Bulk	Salt Bulk	CALCIUM BAG 50 lb.or 1 Ton	CALCIUM BAG 50 lb.or 1 Ton	CALCIUM BAG 50 lb.or 1 Ton
		FOB PLANT	DEL 311	DEL 301	FOB Plant	Del 311	Del 301
		\$			\$		
1	<b>VENDORS</b> Atlantic Salt, Inc. 134 Middle Str., Ste 210 Lowell, MA 01852 (978) 453-4911	65.00	65.00	65.00	NB	NB	NB
2	Cargill 24950 Country Club Blvd. Suite 450 North Olmsted, OH 44070	80.00	81.77	81.77	NB	NB	NB
3	Chemung Supply Corp. P.O. Box 527 Elmira, NY 14902 (607) 733-5506	NB	NB	NB	NB	NB	15.00
		<b>STATE BID CHAMPION SALT \$58.13 PER TON</b>					

Number of Vendors and notes	Material/ Service	403.13	403.1701	403.1901	402.06	403.2001	403.2001	AC-20 Base Terminal Price as of 11/15/19
		Binder Type 3 AC-20 per Ton of Mix 5.5% \$ per Net Ton F.O. B.	Type 6F AC-20 per Ton of Mix 6.4% \$ per Net Ton F.O. B.	Type 7F AC-20 per Ton of Mix 7.0% \$ per Net Ton F.O. B.	6.3mm Superpave Polymer Modified Asphalt \$ per Net Ton F.O. B.	Winter Mix Bulk AC-20 per Ton of Mix 7.0 \$ Per 80 lb bag	Winter Mix Bulk AC-20 per Ton of Mix 7.0 \$ Per 60 lb bag	
<b>VENDORS</b>								
1	Intercounty Paving Co., Inc. P.O. Box 360 Carmel, NY 10512	82.95	82.95	88.95	95.95			461.00
2	Clove Excavators, Inc. 212 Van Wagner Road Poughkeepsie, NY 12603	83.00	83.00	92.00	110.00			461.00
3	Kect Construction Corp. P.O. Box 201 Patterson, NY 12563	83.45	83.45	89.65				461.00
4	Thalle Industries, Inc 172 Route 9 Fishkill, NY 12524	72.00	72.00	76.00	82.00			
5	Peckham Material Corp. 20 Haarlem Ave. White Plains, NY 10603	74.50	74.50	78.50	91.00			
		In Place						
		Depending on Job Location						

Number of Vendors and notes	Material/ Service	Pipe Size 6"	Pipe Size 6"	Pipe Size 8"	Pipe Size 8"	Pipe Size 10"	Pipe Size 10"	Pipe Size 12"	Pipe Size 12"	Pipe Size 15"	Pipe Size 15"	Pipe Size 18"	Pipe Size 18"	Pipe Size 24"	Pipe Size 24"	Pipe Size 36"
		Solid N-12	ADS Poly Perforated	Solid N-12	ADS Poly Perforated	Solid N-12	ADS Poly Perforated	Solid N-12	ADS Poly Perforated	Solid N-12	ADS Poly Perforated	Solid N-12	ADS Poly Perforated	Solid N-12	ADS Poly Perforated	Solid N-12
		\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot	\$ per Foot
1	VENDORS Chemung Supply Corp P.O. Box 527 Elmira, NY 14902 (607) 733-5506	2.30	2.30	3.50	3.58	4.79	4.79	5.52	5.52	7.28	7.28	10.60	10.60	16.90	16.90	34.80
2	Expanded Supply Products, Inc 3330 Route 9 Cold Spring, NY 10516 (845) 265-3771	2.30	1.28	3.58	3.07	4.79	4.46	5.52	5.75	7.28	7.83	10.60	11.24	16.90	17.41	34.80
																NB

Number of Vendors and notes	Material/ Service Traffic Cones	Traffic Cones 28"	Traffic Cones 18"	Traffic Cones 12"	Barricades: Type 1 W/Legs and Flashing Lights
	<b>VENDORS</b>				
1	Expanded Supply Products, Inc. 3330 Route 9 Cold Spring, NY 10516 (845) 265-3771	18.75	11.25	NB	NB
2	Glenco Supply, Inc. PO Box 638 Oakhurst, NJ 07755 (845) 490-4203	19.50	12.50	10.50	225.00

Number of Vendors and notes	Material/ Service Sign Posts	6 Foot Dilineator Posts	8 Foot 2 LB U-Channel - Color Green	30" - 3 Lb U-Channel - Color Green	U-Channel Flat Caps
<b>VENDORS</b>					
1	Expanded Supply Products, Inc. 3330 Route 9 Cold Spring, NY 10516 (845) 265-3771	6.20	14.00	9.33	8.50
2	Chemung Supply Corp P.O. Box 527 Elmira, NY 14902 (607) 733-5506	6.50	13.50	8.50	9.95
3	Glenco Supply, Inc. PO Box 638 Oakhurst, NJ 07755 (845) 490-4203	9.50	20.75	11.50	7.50

Number of vendors and notes	Material/ Service Cavalier Limestone	1/2" FOB Plant	1/2" Del 311	1/2" Del 301	3/4" FOB Plant	3/4" Del 311	3/4" Del 301	1 1/2" FOB Plant	1 1/2" Del 311	1 1/2" Del 301	CRUSHER RUN Del 311	CRUSHER RUN FOB Plant	Rip Rap Del 311	Rip Rap FOB Plant	Rip Rap Del 301	3/4" Item 4 Del 311	3/4" Item 4 FOB Plant	3/4" Item 4 Del 301	1 1/2" Item 4 Del 311	1 1/2" Item 4 FOB Plant	1 1/2" Item 4 Del 301
		\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton
1	VENDORS Prism Materials Corp P.O. Box 311 Patterson, NY 12563 (845) 878-8479	18.00	23.00	23.50	17.00	22.00	21.50	17.00	22.00	22.50	21.00	16.00	20.50	20.50	26.00	13.75	18.75	19.25	13.25	18.25	18.75



Number of vendors and notes	Material/ Service Crushed Bluestone	1/4" ~ FOB Plant	1/4" ~ Del 311	1/4" ~ Del 301	1/2" ~ FOB Plant	1/2" ~ Del 311	1/2" ~ Del 301	3/4" ~ FOB Plant	3/4" ~ Del 311	3/4" ~ Del 301	1 1/2" ~ FOB Plant	1 1/2" ~ Del 311	1 1/2" ~ Del 301	1 1/2" ~ Item 4 Del 311	1 1/2" ~ Item 4 Del 301
	<b>VENDORS</b>														
1	Wingdale Materials, LLC 3206 Pleasant Ridge Rd Wingdale, NY 12594 (845) 832-6000	21.00	27.50	27.50	21.00	27.50	27.50	21.00	27.50	27.50	19.00	25.50	23.25	13.50	20.00
2	Thalle Industries, Inc 172 Route 9 Fishkill NY 12524 (914) 490-7328	23.00	30.00	30.00	22.00	29.00	29.00	22.00	29.00	29.00	23.00	30.00	24.00	35.00	22.00

Thalle bid 3/4" item 4 at \$15.00 FOB and \$22.00 delivered to 311 or 301

Number of Vendors and notes	Material/ Service Blades	Plow Blades 5/8" X 6'	Plow Blades 5/8" X 8' per foot	Plow Blades 3/4" X 8' per foot	Plow Blades 5/8" X 9' per foot	Plow Blades 3/4" X 9' per foot	Cutting Edges 1" X 12" per foot
	<b>VENDORS</b>						
1	Chemung Supply Corp P.O. Box 527 Elmira, NY 14902 (607) 733-5506	10.15	12.95	16.25	11.50	19.50	49.95
2	Expanded Supply Products, Inc. 3330 Route 9 Cold Spring, NY 10516 (845) 265-3771	93.00	125.00	NB	139.50	NB	55.00
3	Glenco Supply, Inc. P.O. Box 638 Oakhurst, NJ 07755 (845) 490-4203	13.25	17.25	22.50	18.25	22.50	NB

[illegible]

Number of Vendors and notes	Material/ Service Catch Basins	Height 36" outside 56 x 45 inside 44 x 33 Walls 6" accommodates pipe up 18" \$ per basin	Height 60" outside 56 x 45 inside 44 x 33 Walls 6" accommodates pipe up 24"	Height 60" outside 64 x 52 inside 48 x 36 Walls 8" accommodates pipe up 36"	Height 24" x 24"
<b>VENDORS</b>					
1	Chemung Supply Corp P.O. Box 527 Elmira, NY 14902 (607) 733-5506	360.00	440.00	715.00	NB
2	Expanded Supply Products, Inc. 3330 Route 9 Cold Spring, NY 10516 (845) 265-3771	370.00	440.00	700.00	200.00

Number of Vendors and notes	Material/ Service Cast Iron Grates	Cast Iron Grate				Cast Iron Grate 30" X 48" curb back \$ per grate
		24" X 24" \$ per grate	Cast Iron Grate 30" X 30" \$ per grate	Cast Iron Grate 30" X 48" \$ per grate		
<b>VENDORS</b>						
1	Glenco Supply, Inc. PO Box 638 Oakhurst, NJ 07755 (845) 490-4203	169.00	245.00	428.00	468.00	
2	Expanded Supply Products, Inc. 3330 Route 9 Cold Spring, NY 10516 (845) 265-3771	170.00	225.00	415.00	430.00	
3	Chemung Supply Corp P.O. Box 527 Elmira, NY 14902 (607) 733-5506	195.00	275.00	495.00	515.00	

Number of Vendors and notes	Material/ Service Tree Work	Crew and equipment to provide services as set forth in specs for trimming, felling and/or removing trees and brush	Truck & Chipper w/operator	20 Ton, 110' Minimum Crane w/operator	90 HP Minimum Self Propelled Stump Grinder w/operator	30 Cubic Yard Enclosed Body Tri Axle Log Truck w/operator	83" Minimum Working Height Self Propelled Track Aerial Lift w/operator	Additional Man	Flag Men
1	VENDORS Barney Zipkin Tree Serv. Inc. 124 Ridge Road Montgomery, NY 12549 (914) 500-3634	Per day 3 Men w/bucket truck	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour
			412.50	125.00	225.00	125.00	150.00	200.00	110.00 90.00

Number of Vendors and notes	Material/ Service Highway Equipment & Operator	T15 Atlas Single Lane Rock Drill with rubber tracks or equivalent Daily rate w/operator	Excavator pu75uu (8 Tons) with a 1500# rock blaster hammer to crush the rock on site or equivalent Daily rate w/operator	Kobelco sk200 (22 tons)w/5000 # Rock blaster hammer to crush the rock or equivalent Daily Rate w/operator	Bobcat e50 (5 tons) with a 1000# rock blaster hammer to crush the rock on site or equivalent
	VENDORS			Daily Rate with Operator	
1	Fred Adams, Jr. 691 Farmers Mills Road Carmel, NY 10512 (845) 225-8123	2400.00	1800.00	2000.00	1500.00

Number of Vendors and notes	Material/ Service		
	CBI Grinder and Excavator w/shear for wood grinding	Excavator w/stump shear	CBI Horizontal Grinder & Hitachi Excavator w/operator
1	<b>VENDORS</b>  R.T.I. Industries, LLC P.O. Box 241 Stormville, NY 12582 (845) 223-3812	Per Day	Per Day
		<b>1100.00</b>	<b>3800.00</b>





1950 RUTGERS UNIVERSITY BLVD.  
LAKEWOOD, NJ 08701  
866.509.SAMR (7267)

[www.samrinc.com](http://www.samrinc.com)

### SAMR Inc. Customer Collection Site Agreement

As of May 29<sup>th</sup>, 2019

**CONFIDENTIAL**

PARTIES:	
<b>SAMR</b>	SAMR Inc., 1950 Rutgers University Boulevard, Lakewood, NJ 08701
<b>Customer:</b>	Town of Kent, 25 Sybil's Crossing, Kent Lakes, NY 10512
PRICING	
Container:	SAMR Inc will provide customer with 40 or 50 yard container to fill with electronics (complete list of accepted material is attached).
Recycling fees:	<b>\$1,875</b> per container switch
Program Year:	June 1 <sup>st</sup> to May 31 <sup>st</sup>
Term of Agreement	This Agreement shall commence as of the date first set forth above and shall remain in effect until May 31 <sup>st</sup> , 2021 (the "TERM"). Either party may terminate this Agreement for convenience by providing advanced 60-day written notice to the other party.

Customer:

SAMR:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

## Cleaning Bids

	<b>Tri-Green</b>	<b>Fullerton</b>	<b>Vanguard</b>	<b>Clean it All</b>
<b>Town Hall</b>	\$1,380.00	\$1,346.00	\$1,900.00	\$4,414.15
<b>Library</b>	\$1,190.00	\$790.00	\$700.00	\$2,746.56
<b>Highway</b>	\$425.00	\$295.00	\$500.00	\$697.66
<b>Police</b>	\$1,280.00	\$1,280.00	\$2,100.00	\$4,387.90

	Principal			Principal Project Manager			Civil Engineer			Structural Engineer		
	2021	2022	2023	2021	2022	2023	2021	2022	2023	2021	2022	2023
The Chazen Company	\$182.00	\$189.00	\$197.00	\$182.00	\$189.00	\$197.00	\$182.00	\$189.00	\$197.00	\$137.00	\$142.00	\$148.00
Tectonic	\$200.00	\$204.00	\$209.00	\$190.00	\$194.00	\$198.00	\$150.00	\$156.00	\$163.00	\$155.00	\$162.00	\$169.00
NY Engineers	\$175.00	\$178.50	\$182.07	\$150.00	\$153.00	\$156.06	n/a	n/a	n/a	n/a	n/a	n/a
Lothrop Associates	\$200.00	\$205.00	\$210.00	\$185.00	\$190.00	\$195.00	\$150.00	\$155.00	\$160.00	\$150.00	\$155.00	\$160.00
Barton & Loguidice												

	Geotechnical Engineer			Intern/Asst. Engineer			Mechanical/Electrical Engineer			Surveyer		
	2021	2022	2023	2021	2022	2023	2021	2022	2023	2021	2022	2023
The Chazen Company	\$147.00	\$153.00	\$159.00	\$109.00	\$113.00	\$118.00	n/a	n/a	n/a	\$170.00	\$177.00	\$180.00
Tectonic	\$155.00	\$162.00	\$169.00	\$105.00	\$110.00	\$115.00	n/a	n/a	n/a	\$165.00	\$172.00	\$179.00
NY Engineers	n/a	n/a	n/a	\$70.00	\$71.40	\$72.83	\$135.00	\$137.70	\$140.45	n/a	n/a	n/a
Lothrop Associates	\$160.00	\$165.00	\$170.00	\$125.00	\$130.00	\$135.00	\$150.00	\$155.00	\$160.00	\$145.00	\$150.00	\$155.00
Barton & Loguidice												

	Senior CAD Operator			Administrative			Principal Architect		
	2021	2022	2023	2021	2022	2023	2021	2022	2023
The Chazen Company	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Tectonic	\$95.00	\$99.00	\$103.00	\$60.00	\$63.00	\$66.00	n/a	n/a	n/a
NY Engineers	\$70.00	\$71.40	\$72.83	\$70.00	\$71.40	\$72.83	n/a	n/a	n/a
Lothrop Associates	\$125.00	\$130.00	\$135.00	\$65.00	\$67.50	\$70.00	\$175.00	\$180.00	\$185.00
Barton & Loguidice									



Ms. Maureen Flemming  
Town of Kent  
25 Sybil's Crossing  
Kent Lakes, NY 10512

November 19, 2020

Dear Ms. Flemming,

Once again, I want to thank you for your loyalty and your business. 2021 will be our 28<sup>th</sup> year servicing our customers and we are asking for you to renew your drug and alcohol testing agreement with us for another year.

With the news of a 90% effective vaccine, we look forward to the end of the pandemic in 2021. In the meantime, we realize the strain this virus has put on our budgets and therefore we have decided to keep our prices the same for 2021.

Enclosed is a copy of your 2021 Service Agreement and an updated employee list for your review. To continue services going into next year, please sign and date the bottom section of the Service Agreement and return it with your payment to our corporate address: 800 Route 17M, Middletown, New York, 10940, no later than February 15, 2021. You may also e-mail your signed agreement to **[Renewal@partnersinsafety.com](mailto:Renewal@partnersinsafety.com)** and mail your payment separately.

Should you have any questions or concerns, please call or e-mail Jenn Skeeter (845-341-0515 ext. 107) or myself at 914-772-4372.

Have a wonderful Holiday Season.

God bless and stay well!

A handwritten signature in black ink, appearing to read 'Ursula Clancy'.

Ursula Clancy  
President

**2021**  
**Complete DOT Program Agreement**

ID 2209

Partners in Safety Inc. under the terms and conditions of this agreement shall provide drug and alcohol testing services to the Employer that meet the compliance requirements of the U.S. Department of Transportation as defined in 49 CFR Part 40 and Part 382 and your individual policy.

**Complete DOT Program:**

\$47.00 per Employee per year

**Includes:**

- All random drug tests performed by SAMSHA-certified lab
- All random alcohol tests using approved evidential breath testing device
- GC/MS Confirmation
- Medical Review Officer service
- Specimen Collection
- Overnight shipment of specimen
- Random selection of employees
- Record Management
- Internet Resulting/Updating
- Collection Site Management
- DOT Audit Assistance
- MIS Reports
- Monthly Billing
- Medical facility invoicing & payment processing
- Consultation with medical professionals

**Additional Charges:**

**(Pre-employment, post-accident, reasonable cause or follow-up tests performed during normal business hours). Please note: The use of non-approved medical facilities may result in additional fees.**

DOT drug test at lab or offices of Partners In Safety: \$ 48.00 per test

DOT drug test with collection performed at an approved walk-in medical facility: \$ 88.00 per test

Return-to-Duty/Follow-Up drug test including observed specimen collection performed at:

- offices of Partners In Safety: \$ 78.00 per test
- approved walk-in medical facility: \$ 108.00 per test

DOT Breath Alcohol test at offices of Partners In Safety: \$ 38.00 per test

DOT Breath Alcohol test at an approved walk-in medical facility: \$ 60.00 per test

DOT/19A physical performed at offices of Partners In Safety: \$ 65.00 per person

Split Specimen Testing - re-test of positive specimen by another SAMHSA-certified lab: (only when requested by employee within 72 hours of MRO's notification) \$ 250.00 per test

Emergency Service: (for special situations requiring urgent on-site collections or tests on nights, weekends or holidays) \$ 160.00 per hour (minimum of 2 hours, plus the cost of the test)

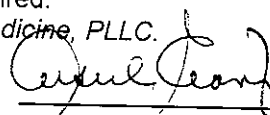
On-site medical services available upon request, minimum volume required.

Professional medical services are provided by *Partner in Safety and Medicine, PLLC.*

Signature and Title \_\_\_\_\_

Client: \_\_\_\_\_ Town of Kent

Date: \_\_\_\_\_



Ursula Clancy, President

Partners In Safety, Inc.



Corporate Office  
100 Newtown Road  
Plainview, NY 11803  
631.435.0437

Branch Office  
115 Twinbridge Drive  
Pennsauken, NJ 08110  
856.768.2367

2i.  
Branch Office  
341 Kaplan Drive  
Fairfield, NJ 07004  
973.614.0091

## Standby Power Maintenance Agreement

**Customer Info**

Town of Kent  
Tamara Harrison  
25 Cybil's Crossing  
Kent, NY 10512

**Agreement Prepared by**

Mark Intoccia  
973-614-0091  
MIntoccia@Genserveinc.com  
Fairfield

**Agreement #:** AAAQ59051**Contract Start:** 12/1/2020**Contract Term:** see below

Please select one:

One (1) Year (requires yearly renewal)

Three (3) Years\* (Locks in price for 3 years) \_\_\_\_\_ \*BEST DEAL

\* No fee for early termination

GenServe is to provide the Customer with the periodic maintenance service for the following listed equipment.  
GenServe agrees to provide and arrange for said maintenance service.

Make	Model	Generator/Eng S/N	KW Rating	Times per Year	Service Type	Unit Price	Ext. Price
Cummins	QSL9G2	733225948	Town Hall	1	A Service	\$850.00	\$850.00
				1	B Service	\$275.00	\$275.00
Generac	3552120100	2074365	Police Dept	1	A Service	\$720.00	\$720.00
				1	B Service	\$250.00	\$250.00
Cummins	QSB5G3	Onan DSFAE	Highway Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Guardian	0044563	4291679	Highway Dept Rt 301	1	A Service	\$400.00	\$400.00
				1	B Service	\$220.00	\$220.00
Cummins	QSB5G3	72010678	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Cummins	4BT3.3	72010060	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Cummins	4BT3.3	72010081	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
			2 Switches	1	ATS Service	\$540.00	\$540.00



Make	Model	Generator/Eng S/N	KW Rating	Times per Year	Service Type	Unit Price	Ext. Price
					* Customer will pay GenServe the Total amount for "A" Service:		\$4,690.00
					* Customer will pay GenServe the Total amount for "B" Service:		\$1,745.00
					* Customer will pay GenServe the Total amount for Load Bank Service:		\$0.00
					* Customer will pay GenServe the Total amount for ATS Service:		\$540.00
					Sales Tax:		\$0.00

<b>Total Annual Maintenance:</b>	<b>\$6,975.00</b>
----------------------------------	-------------------

*Sales tax will be charged where applicable.*



All Invoices are due and payable within thirty days of receipt. A Credit Card Authorization form is attached and needs to be filled out if that is your preferred method of payment. Card will be charged after each service is performed.

See attached Preventative Maintenance Checklist for complete listing of services rendered and for contract Terms and Conditions.

Additional repairs that are found while performing the A or B service will be brought to the Customer's attention. GenServe will make such repairs only at the Customer's request. All such repairs will be invoiced separately at standard rates and prices for parts and labor.

GenServe shall notify the Customer prior to entering upon premises. Customer shall give GenServe access to the equipment for the purpose of performing maintenance service.

GenServe shall provide the Customer a complete written report of all work performed, as well as, conditions found. Copies of all lubricating oil, coolant and fuel oil analysis shall also be provided as requested.

GenServe is available to provide Customer with twenty-four (24) hour emergency service. Emergency phone numbers will be made available. These services are NOT included in this Maintenance Agreement and will be billed at our current labor rates

GenServe is an Equal Opportunity Employer.

In witness whereof, the parties have caused this Agreement to be duly executed and delivered by their power and duly authorized officers as of the day and year first above written.

**GenServe, LLC**

**By:** Mark Intoccia

**Date:** 12/9/2020

**Town of Kent**

**By:**

**Date:**

**Branch Office**  
341 Kaplan Drive  
Fairfield, NJ 07004  
973.614.0091

**Corporate Office**  
100 Newtown Road  
Plainview, NY 11803  
631.435.0437

**Branch Office**  
115 Twinbridge Drive  
Pennsauken, NJ 08110  
856.768.2367





## TERMS AND CONDITIONS

1. **GENERAL** - Any purchase order submitted in response to this proposal shall become a binding agreement between the parties only after a duly authorized officer of GenServe, LLC, formally accepts said purchase order, in all respects, in writing. Any modification of an accepted purchase order must be mutually agreed upon in writing. GENSERVE, LLC. reserves the right to adjust prices for modifications, alterations or changes authorized or ordered by the Customer. Any purchase order submitted by Customer shall be subject to all terms and conditions as provided herein except as the parties may otherwise agree in writing. GENSERVE, LLC. Shall not be responsible for any Work (as defined in GENSERVE, LLC Proposals herein) or services claimed to be rendered on its behalf, unless said services were performed by GENSERVE, LLC employee or agents, or were authorized in writing by GENSERVE, LLC to be performed by a third party.
2. **TERMS OF AGREEMENT** - An agreement, when resulting from this proposal shall remain in force for time stipulated on acceptance portion of contract, or as required by type of work performed. GENSERVE, LLC reserves the right to review and/or reject proposal if not accepted by customer within 45 days of date of proposal.
3. **PAYMENT TERMS** - Payment terms are net cash or credit which is extended to certain pre-approved accounts. Approved account payment terms are on a net thirty (30) day basis beginning at the date of invoice, and payment must be made in full and without set-off or deduction. Interest will be charged at the rate of one and one half percent (1 1/2%) per month to balances due over thirty (30) days and will be added to unpaid balances until payment is received by GENSERVE, LLC. If payment is not received by due date, GENSERVE, LLC reserves the right to terminate or suspend this agreement.
4. **TAXES** - Sales and use taxes or any other federal, state, or local taxes which GENSERVE, LLC may be required to pay in connection with this agreement or any purchase order, where applicable, will be billed in addition to the prices set forth herein. It is Customer's responsibility to provide GENSERVE, LLC with adequate evidence of any tax exemption, or other reason for non-liability for such taxes.
5. **WORKMANSHIP** - GENSERVE, LLC warrants that it shall provide professional and technical service, including labor, materials, supplies, equipment, transportation and supervision, necessary to perform the Work as stated in this agreement. GENSERVE, LLC warrants to Customer that it will provide skilled and competent personnel to perform the Work under this agreement, so that all the Work performed herein will be performed in a good and workmanlike manner in accordance with industry standards. GENSERVE, LLC's sole obligation under such warranties shall be to make such changes and corrections with respect to its Work reported to us within 90 days of the date on which GENSERVE, LLC completed such services; provided, however, that such warranties shall be void and of no effect if the equipment which is the subject of any Work performed by GENSERVE, LLC has been used or operated in any manner or in any environment not consistent with the intended purpose, or modified or repaired in any manner which adversely affects the operation or reliability thereof or if any equipment or other material utilized therein is used contrary to manufacturer's instructions or used by persons not authorized or properly trained. Because GENSERVE, LLC does not manufacture any parts, equipment or any other material being utilized in the performance of this agreement, it makes no warranty thereupon. THE WARRANTIES AND REMEDIES SET FORTH IN THIS PARAGRAPH CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO ANY SERVICES OR WORK PERFORMED BY GENSERVE INC. AND THE EXCLUSIVE REMEDIES IF SUCH WARRANTIES ARE BREACHED; AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF GENSERVE INC. HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.
6. **PROPER MAINTENANCE** - GENSERVE, LLC shall use its best effort to perform in a satisfactory manner under this agreement; provided, that GENSERVE INC. makes no warranty as to the availability of replacement parts, equipment drawings and specifications, and equipment design and condition that would ensure the proper repair of customer's equipment.
7. **PROPER OPERATION** - GENSERVE, LLC does not guarantee the detection nor the replacement of worn out or defective parts nor the proper operation of the equipment during a power failure. The customer/buyer hereby releases and agrees to indemnify GENSERVE, LLC, its officers, agents and representatives from all claims and causes of action which may arise, directly or indirectly, out of the failure of the equipment or any part thereof, serviced by GENSERVE, LLC hereunder, except for damages resulting from the gross negligence or willful misconduct of GENSERVE, LLC with respect to this agreement.
8. **ADDITIONAL SERVICES** - GENSERVE, LLC will provide additional services and/or emergency service to Customer outside of regular business hours in accordance with its then current Service Rate Schedule.
9. **AVAILABILITY OF SERVICES** - Services shall normally be available and rendered during regular business hours as set forth in GENSERVE, LLC's Service Rate sheet attached hereto. GENSERVE, LLC will exercise all reasonable efforts to perform the Work under this agreement but it will not be responsible for delay of failure in performing such services caused by acts of God, fire, explosion, governmental regulations or orders, labor difficulties, strikes, shutdowns, failure of transportation, employee illness, failure or delay of suppliers, inability to obtain supplies or materials at a reasonable price, accidents, riots, war or other causes beyond its reasonable control. Customer shall accept as full and complete performance hereof such portion of the Work as GENSERVE, LLC determines it is able, under the circumstances, to perform in accordance with herewith.
10. **SAFETY** - GENSERVE, LLC shall take all precautions it deems reasonably necessary in its sole judgment for the safety of its employees or agents, and shall provide all reasonable protection necessary in its sole judgment to prevent damage, injury or loss by its employees or agents. GENSERVE, LLC shall provide such insurance certificates as are reasonably required by Customer. During service or work GENSERVE, LLC reserves the right to request the presence of an employee of Customer when GENSERVE, LLC deems the Work to be hazardous.
11. **LIMITATION OF LIABILITY** - GENSERVE, LLC's liability under this agreement and any Work or services provided, for any cause whatsoever, regardless of the form of action (whether in contract, in tort, including negligence, or otherwise), except for gross negligence or willful misconduct of GENSERVE, LLC or its employees or agents, will be limited to general money damages (and no other relief) in an amount not to exceed the aggregate





## TERMS AND CONDITIONS

fees paid by Customer for applicable Work or service to which such liability relates. UNDER NO CIRCUMSTANCES WILL GENSERVE, LLC BE LIABLE FOR ANY LOSS OF PROFITS, ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY, OR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY AND WHATSOEVER, EXCEPT LOSS BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GENSERVE, LLC OR ITS EMPLOYEES OR AGENTS.

12. **PARTIES BOUND: NON-ASSIGNMENT** - This agreement shall be binding on and inure to the benefit of contracting parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. Neither party shall, voluntarily, by operation of law, or otherwise, assign any of its rights or delegate any of its obligations under this agreement, without the express prior written consent of the other party, which shall not be unreasonably withheld.

13. **OTHER AGREEMENTS** - This agreement constitutes the entire agreement among the parties and there are no other terms not contained herein. No variation hereof shall be deemed valid unless in writing and signed by the parties herein. If any provision of this agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected thereby and shall be enforceable without regard thereto. It is hereby acknowledged that all services performed by GENSERVE, LLC For Customer are subject to this agreement.

14. **GOVERNING LAW** - This agreement and any amendments to this agreement shall be governed by and construed in accordance with the laws of the State where work is being performed.

15. **NO WAIVERS** - Except as expressly proved in the Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall preclude any other or further exercise of the same or any other right, power or remedy.

16. **NOTICES** - All notices, consents, or other communications required or permitted to be given under this agreement, other than payments or other communications related to the ordinary course of business between the parties, shall be in writing and shall be deemed to be duly given in and when (a) delivered personally, (b) transmitted by pre-paid telegram or telex, (c) mailed by first class certified mail, return receipt requested, postage pre-paid, or (d) sent by a nationally recognized express courier service, postage delivery charges pre-paid, to the parties at the respective addresses set forth in this agreement. Each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice.

17. **ACCEPTANCE** - GENSERVE, LLC will perform the Work as listed in this agreement and as indicated on Customer's equipment covered under this agreement. Inspections will be made during normal business working hours. Equipment manufacture and rating which are covered under this agreement are as listed. Prices for the Work are as indicated herein and on the service rate schedule.

18. **PROPRIETARY** - The technical and pricing information in this proposal is confidential and proprietary of GENSERVE, LLC, and is not to be disclosed or made available to third parties without the written consent of GENSERVE, LLC.

19. **ADDITIONAL WORK** - Unscheduled repairs or services shall include work of a non-emergency nature which is beyond the scope this proposal. The unscheduled repairs or service will be coordinated to be performed during normal working hours if conditions permit. We reserve the right to request an additional Purchase Order in writing upon customer approval to proceed with work. Any work of an emergency nature will be brought to the attention of the customer representative by means of verbal or written communication. We will perform repairs only upon authorization by customer to proceed with repairs.

20. **SERVICE RATE SCHEDULES** - Our normal working hours are between 7:00am and 3:30pm Monday through Friday, which our standard hourly service rate for each service person will be charged. During hours before 7:00am and after 3:30pm Monday through Friday, or on Saturday, we will charge (1.5) times our standard service rate (time and one-half) for the first 8 hours. After 8 hours on a Saturday customer will be charged doubletime rate. In addition, we will charge travel on a portal to portal basis from our shop. For any emergency services requested will be subject to a minimum charge of four (4) hours at applicable rate. Rates are subject to change without notice.

### **RATES:**

#### Scheduled Rates

Engine/Generators:	Standard Rate	\$190.00	hour - per man
	Overtime Rate	\$285.00	hour - per man
Sundays and Holidays Rate		\$380.00	hour - per man

**Addendum:** Contract may be canceled with thirty (30) days written notice if service does not meet customer satisfaction.

### **PREVENTIVE MAINTENANCE CHECK LIST**

ALL ITEMS CHECKED IN COLUMN "A" ARE PERFORMED WHEN FULL PM IS DONE.

ALL ITEMS CHECKED IN COLUMN "B" ARE PERFORMED WHEN VISUAL PM IS DONE.

	A	B	
1.	(X)	( )	CHANGE LUBRICATING OILS
2.	(X)	( )	CHANGE LUBE OIL FILTERS
3.	(X)	( )	PERFORM LABORATORY ANALYSIS OF USED OIL
4.	(X)	( )	CHANGE FUEL OIL FILTERS
5.	( )	( )	CHANGE AIR FILTER
6.	(X)	(X)	INSPECT AIR FILTER
7.	( )	( )	ADJUST VALVE
8.	(X)	(X)	CHECK COOLANT LEVEL & DEGREE OF PROTECTION
9.	( )	( )	DRAIN & FLUSH COOLANT SYSTEM & REFILL WITH 50% ANTIFREEZE SOLUTION
10.	(X)	( )	PERFORM LABORATORY ANALYSIS OF COOLANT SAMPLE
11.	(X)	(X)	INSPECT & ADJUST FAN BELTS
12.	(X)	(X)	CHECK FLEX CONNECTIONS & MOUNTINGS
13.	(X)	(X)	CHECK OPERATION OF JACKET WATER HEATER
14.	(X)	(X)	CHECK BATTERY LEVEL & MAINTAIN
15.	(X)	(X)	CHECK OPERATION OF BATTERY CHARGING EQUIPMENT
16.	(X)	(X)	LUBRICATE NECESSARY FITTINGS
17.	(X)	(X)	INSPECT GOVERNOR LINKAGE, OIL LEVEL & CONTROL
18.	(X)	(X)	INSPECT ELECTRONIC GOVERNOR CONNECTIONS
19.	(X)	(X)	REPAIR MINOR COOLANT, LUBE & FUEL LEAKS
20.	(X)	(X)	INSPECT DAY TANK & PUMP CONTROL
21.	(X)	( )	INSPECT SPARK PLUGS, MAGNETO & COILS
22.	(X)	(X)	DRAIN CONDENSATE FROM DAY TANK IF ACCESSIBLE
23.	(X)	(X)	CHECK OPERATION OF REMOTE FANS, PUMPS & LOUVERS
24.	(X)	(X)	INSPECT GENERATOR SLIP RINGS – CLEAN IF NECESSARY
25.	(X)	(X)	OPERATE ELECTRIC SET & CHECK OR RESET FOR CORRECT VOLTAGE & FREQUENCY
26.	(X)	(X)	CHECK AUTO START STOP MODE
27.	(X)	(X)	SIMULATE EACH SAFETY SHUTDOWN
28.	(X)	(X)	TEST FAULT LAMPS & REPLACE BAD BULBS
29.	(X)	(X)	LOAD TEST MACHINE & CHECK OPERATION OF TRANSFER SWITCH (THIS WILL BE DONE ONLY WITH THE PERMISSION OF THE ENGINEER ON DUTY)





**CREDIT CARD AUTHORIZATION FORM**

I, \_\_\_\_\_, hereby authorize  
GenServe, LLC, to charge my credit card for the amounts invoiced.

**Customer/Company Name:**

\_\_\_\_\_

**AMERICAN EXPRESS / VISA / MASTERCARD**

Name on Card: \_\_\_\_\_

Credit Card Number:  
\_\_\_\_\_

Expiration Date: \_\_\_\_\_

Security Code:  
\_\_\_\_\_

**Credit Card Billing Address:**

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**(fax number or e-mail is required)**

Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail:  
\_\_\_\_\_

**Cardholder's**  
**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

As the credit card holder, I also authorize Genserve, LLC to charge my credit card for future services verbally (or written) approved by me.

GenServe, LLC will keep all information entered on this form strictly confidential.

December 8, 2020

Yolanda Cappelli  
Town Clerk  
Town of Kent  
25 Cybil's Crossing  
Kent Lakes, NY 10512

Dear Ms. Cappelli:

I am requesting to be a member of the Town of Kent Beautification Committee. I am very interested in the mission of the committee as the community I live in is important to me. I have met with and discussed (remotely) the work of the committee with its members. I feel that I can contribute to its work. I have enclosed a resume for your review.

Please contact me at the above address, or at \_\_\_\_\_ if you have any questions or require additional information.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ellen Hamill Mueller', with a long horizontal flourish extending to the right.

Ellen Hamill Mueller

cc: W. Huestis