

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, December 18, 2018**

Executive Session – 6:30 p.m.

to discuss collective negotiations pursuant to article fourteen of the civil service law and the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Public Hearing – 7:00 p.m.

Lake Carmel Fire Department Budget

Workshop –

1. Pledge of Allegiance
2. Lake Carmel Park District – new member for advisory board
3. Municipal Repairs – advertise for open mechanic position
4. Livestock Crossing signs on Dean Rd.
5. Stop sign at Miller Hill Woods Court and Miller Hill Rd.
6. Town Hall maintenance shed repair
7. Code Enforcer – correct violations at TM# 33.65-1-36
8. NYS CompAlliance – 2019 Workers Compensation proposal
9. Generator maintenance agreement
10. Announcements
11. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a) Approve new member to Lake Carmel Park District Advisory Board
 - b) Authorize town clerk to advertise for open mechanic position
 - c) Approve contract for repairs to Town Hall maintenance shed
 - d) Approve contract to correct violations at TM# 33.65-1-36
 - e) Approve contract for Workers Compensation insurance
 - f) Approve contract for generator maintenance agreement
 - g) Approve employee transfer to Lake Carmel Sanitation Department
 - h) Approve employee vacation carry-over
3. Vouchers and Claims
4. Correspondence
5. Public comment



LAKE CARMEL FIRE DEPARTMENT INC.

851 ROUTE 52, CARMEL, NY 10512-9953

Town Board,

The Lake Carmel Fire department has reviewed our previous submission of a request for a two –year contract, after a meeting with the Town Supervisor, the Chief office has made some revisions to some budget lines and has gone through all the numbers for equipment cost which they have projected in the budget. The Board of Directors has now instructed me to offer this revised contact request.

The Lake Carmel Fire Department is no longer asking for a two-year contract, but rather a one –year contract in the amount of **\$999,040 which is a 3.36% increase over the last year.** Although there have been some small revisions to some line there was an increase to the line for medicals due to new information on how we must proceed to meet the new cancer bill requirements. We are still working through the additional insurance cost of the New York State mandate, and what it will mean to our Department. These cost are not reflected in this contract.

We will be working on next year's contract almost immediately as it appears it will be very challenging task to attain a contract that will be fair to all parties. Costs for equipment are going up and the new state mandated cancer bill will not be going away

Thank you to the Board for their time and consideration.

Respectfully

Wm. Walters

A handwritten signature in blue ink that reads "Wm Walters".

President, LCFD

**FIRE PROTECTION CONTRACT
TOWN OF KENT
LAKE CARMEL FIRE PROTECTION DISTRICT NO. 1**

THIS AGREEMENT made this day of December, 2018, by and between the Town of Kent, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil's Crossing, Carmel, New York 10512, (hereinafter referred to as the "TOWN"); and the LAKE CARMEL FIRE DEPARTMENT, INC., having its business offices at 851 Route 52, Carmel, New York 10512 (hereinafter referred to as the "FIRE DEPARTMENT");

WHEREAS, there has been duly established in the Town of Kent a fire protection district, known as the Lake Carmel Fire Protection District No. 1 (the "DISTRICT"), which encompasses a portion of the town and is on file in the Town Clerk's office; and

WHEREAS, the FIRE DEPARTMENT has proposed to provide fire protection services to the DISTRICT for the term and for the compensation set forth below; and

WHEREAS, the TOWN and the FIRE DEPARTMENT, are desirous of entering into an agreement to provide fire protection services to the DISTRICT, and

1. The TOWN is a municipal corporation of the State of New York.
2. The TOWN desires to contract with the FIRE DEPARTMENT for fire protection services.
3. The FIRE DEPARTMENT has the necessary qualifications to provide the services desired by the TOWN.

4. The FIRE DEPARTMENT is willing to be employed by the TOWN and the TOWN is willing to employ the FIRE DEPARTMENT on the terms and conditions hereinafter set forth.

5. The TOWN has the necessary funds to pay the FIRE DEPARTMENT pursuant to the terms of this contract.

WHEREAS, BY RESOLUTION # DATED after a public hearing, the Town Board of the Town of Kent awarded the FIRE DEPARTMENT the contract to provide fire protection services to the DISTRICT, and

WHEREAS, the FIRE DEPARTMENT agrees to furnish to the TOWN fire protection services in the DISTRICT for the 2019 calendar year, and the TOWN agrees on behalf of the District to pay the FIRE DEPARTMENT as follows:

A) The sum of NINE HUNDRED NINETY NINE THOUSAND FORTY AND NO/100 DOLLARS (\$999,040.00) for the calendar year 2019; and

NOW, IN CONSIDERATION of the mutual covenants contained herein, the TOWN and the FIRE DEPARTMENT hereby agree that the terms and conditions of this Contract and the Exhibit annexed hereto shall govern the Agreement between the parties and the parties hereto further agree as follows:

SECTION I - EMPLOYMENT

1. The Members of the FIRE DEPARTMENT shall, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract, shall have all the rights, privileges and immunities granted by State Law.

2. The FIRE DEPARTMENT shall at all times during the period of this

contract be subject to call for attendance upon any fire occurring in the DISTRICT. When notified of a fire within the DISTRICT, the FIRE DEPARTMENT shall respond and attend upon the fire without delay with suitable equipment and personnel as in the reasonable judgment of the Fire Chief shall be necessary. Upon arriving at the scene of the fire, the firepersons attending shall proceed diligently and in every reasonable way cause the extinguishment of the fire and the saving of life and property.

3. The FIRE DEPARTMENT will provide to the TOWN the compensation amount(s) it is requesting for the new contract term by September 1, 2019, for the following year(s). The FIRE DEPARTMENT will provide a copy of its preliminary budget to the TOWN on or before September 1, 2019, prior to the publishing of the Supervisor's preliminary budget.

SECTION 2 - BEST EFFORTS OF FIRE DEPARTMENT

1. The FIRE DEPARTMENT agrees that it will at all times faithfully, industriously and to the best of its ability, experience and talents perform all of the duties that may be required of, and from it, pursuant to express and implicit terms hereof, to the reasonable satisfaction of the TOWN.

2. The FIRE DEPARTMENT shall maintain the presently provided ambulance service to the District but for only as long as the FIRE DEPARTMENT can meet adequate staffing levels for the ambulance. The FIRE DEPARTMENT will renegotiate the Contract price if the ambulance service is reduced or discontinued.

SECTION 3 - TERMS OF EMPLOYMENT

Employment under this Agreement shall commence as of January 1, 2019 and shall continue for a period of one (1) year.

SECTION 4 - COMPENSATION OF FIRE DEPARTMENT

On or before March 15, 2019, the TOWN, in consideration of the FIRE DEPARTMENT faithfully complying with all the terms and conditions herein set forth shall pay the FIRE DEPARTMENT and the FIRE DEPARTMENT shall accept from the TOWN in full payment for FIRE DEPARTMENT's services for the year 2019, the sum listed below:

A) The sum of NINE HUNDRED NINETY NINE THOUSAND FORTY AND NO/100 DOLLARS (\$999,040.00) for the calendar year 2019;

SECTION 5 - FIRE DEPARTMENT TO COMPLY WITH LAW

To the extent that they are constitutional the FIRE DEPARTMENT agrees to comply with the provisions of Section 103-a and 103-b of the General Municipal Law and Section 139-b of the State Finance Law, regarding waiver of immunity when called before a Grand Jury. All other provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws, rules and regulations in effect as of the date of this Agreement.

SECTION 6 - ASSIGNMENT

This Agreement may not be assigned by the FIRE DEPARTMENT or its right, title and interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the TOWN. In addition, if ambulance service is changed it shall be the responsibility of the Lake Carmel Fire Department, Inc. to notify all residents of the Lake Carmel Fire Protection District No. 1.

SECTION 7 - REMEDIES

In the event of the failure of the FIRE DEPARTMENT to carry out the terms and conditions of this contract, the Town Board reserves the right to withhold compensation which may be due or become due until such time as the FIRE DEPARTMENT fulfills its obligations.

SECTION 8 - ENTIRE AGREEMENT

It is understood that this Agreement constitutes the entire Agreement between the FIRE DEPARTMENT and the TOWN. Should any part of this Agreement be declared void by legal ruling, all other parts shall remain in effect.

SECTION 9 - INSURANCE / INDEMNIFICATION

(A) The FIRE DEPARTMENT shall provide workers' compensation insurance for all members of the FIRE DEPARTMENT at its own cost and expense. Furthermore, the FIRE DEPARTMENT shall provide to the TOWN a certificate of insurance evidencing the aforementioned coverage upon request.

(B) The FIRE DEPARTMENT agrees to name the TOWN as an additional insured on its Certificate of Insurance providing for insurance coverage in a minimum aggregate amount of TWO MILLION DOLLARS and providing additional coverage in said Certificate to include liability, products and completed operations. Said Certificate shall be delivered and approved by the TOWN prior to the commencement of the work.

(C) The FIRE DEPARTMENT agrees to defend, indemnify and hold harmless the TOWN, its agents, employees and representatives from any and all loss or damage arising out of the FIRE DEPARTMENT's performance of its duties under this Contract.

SECTION 10 - NONDISCRIMINATION

During the term of this contract, the FIRE DEPARTMENT agrees as follows:

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the FIRE DEPARTMENT will not discriminate against any volunteer or applicant because of race, creed, color, sex, national origin, disability or marital status. The FIRE DEPARTMENT is subject to possible termination of this contract and forfeiture of all moneys due hereunder for a violation of this clause.

SECTION 11 - GOVERNING LAW

This Contract and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York.

SECTION 12 - PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

SECTION 13 - ENDORSEMENTS

No agreements, oral or written, respecting this agreement shall be binding upon either party unless in writing and attached hereto.

SECTION 14 - NOTICE OF CLAIM

Service of a Verified Claim on the Town Clerk within ninety (90) days of accrual of a claim against the TOWN or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the FIRE DEPARTMENT of any action or proceeding with respect to this Agreement.

SECTION 15 - COUNTERPARTS

This Agreement is executed in four (4) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

ATTESTATION CLAUSE

IN WITNESS WHEREOF, the parties have executed this Agreement in Kent,
New York, on the date hereinabove set forth.

LAKE CARMEL FIRE DEPARTMENT, INC.

THE TOWN OF KENT

WILLIAM WALTERS, President

MAUREEN FLEMING, Supervisor

STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On the day of in the year, 2018, before me, the undersigned, a
Notary Public in and for said State, personally appeared, WILLIAM WALTERS, personally
known to me or proved to me on the basis of satisfactory evidence to be the individual whose
name is subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her capacity, and that by his/her signature on the instrument, the individual or the
person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On the day of in the year, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared, MAUREEN FLEMING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Budget Lines For 2019

	2019
Computer	\$ 7,500.00
Custodial Services	\$ 20,000.00
Electric	\$ 18,000.00
Fuel Heating	\$ 23,000.00
House Supplies	\$ 4,500.00
Installation Dinner	\$ 12,500.00
Insurance	\$ 151,500.00
Kitchen Expenses	\$ 11,000.00
Propane	
Supplies	
Food & Refreshments	
Legal & Accountant Fees	\$ 12,000.00
Grant Procurement	\$ 2,500.00
Mortgage Payments	\$ 206,000.00
Office Supplies	\$ 4,500.00
Postage	\$ 1,200.00
Repairs, House	\$ 43,000.00
Services to House	
Alarm Rental	\$ 1,000.00
Fire Control	\$ 2,000.00
Generator	\$ 2,100.00
Grass Cutting	\$ 6,500.00
Landscaping	\$ 2,500.00
Plymo Vent	\$ 1,100.00
Snowplowing	\$ 8,000.00
Waste Removal	\$ 3,500.00
Pest Control	\$ 1,100.00
Sick and Memorial	\$ 500.00
Service Awards	\$ 77,140.00
Telephone	\$ 8,500.00
Total Administrative	631, 140.00

Ambulance Supplies	\$	12,500.00
Supplies		
Oxygen		
Breathing Apparatus	\$	19,000.00
SCBA Replacement		
Air Cylinders		
Compressor	\$	2,600.00
Explorers	\$	2,500.00
Fire Prevention	\$	2,000.00
Firematic Supplies	\$	12,000.00
Firematic Equipment	\$	30,000.00
Food, Refreshments Fire	\$	6,000.00
Feul- Vehicle	\$	21,500.00
Hose & Fittings/Nozzles	\$	10,000.00
Medicals	\$	20,000.00
Parades	\$	9,500.00
Town Parade		
Radios & Pagers	\$	12,500.00
County Radio Project	\$	10,000.00
Recruitment & Retention	\$	5,800.00
Telephones/Cellular	\$	3,000.00
Training	\$	10,000.00
Truck Maintenance	\$	69,000.00
Preventative Maintenance	\$	19,000.00
Repairs	\$	50,000.00
Truck Replacement	\$	75,000.00
Turnout Gear	\$	27,500.00
Uniforms	\$	7,500.00
Other		
Total Firematic	\$	367,900.00
Total Administrative & Firematic	\$	999,040.00

Budget Lines For 2019

	2019
Computer	\$ 7,500.00
Custodial Services	\$ 20,000.00
Electric	\$ 18,000.00
Fuel Heating	\$ 23,000.00
House Supplies	\$ 4,500.00
Installation Dinner	\$ 12,500.00
Insurance	\$ 151,500.00
Kitchen Expenses	\$ 11,000.00
Propane	
Supplies	
Food & Refreshments	
Legal & Accountant Fees	\$ 12,000.00
Grant Procurement	\$ 2,500.00
Mortgage Payments	\$ 206,000.00
Office Supplies	\$ 4,500.00
Postage	\$ 1,200.00
Repairs, House	\$ 43,000.00
Services to House	
Alarm Rental	\$ 1,000.00
Fire Control	\$ 2,000.00
Generator	\$ 2,100.00
Grass Cutting	\$ 6,500.00
Landscaping	\$ 2,500.00
Plymo Vent	\$ 1,100.00
Snowplowing	\$ 8,000.00
Waste Removal	\$ 3,500.00
Pest Control	\$ 1,100.00
Sick and Memorial	\$ 500.00
Service Awards	\$ 77,140.00
Telephone	\$ 8,500.00
Total Administrative	631, 140.00

Ambulance Supplies	\$ 12,500.00
Supplies	
Oxygen	
Breathing Apparatus	\$ 19,000.00
SCBA Replacement	
Air Cylinders	
Compressor	\$ 2,600.00
Explorers	\$ 2,500.00
Fire Prevention	\$ 2,000.00
Firematic Supplies	\$ 12,000.00
Firematic Equipment	\$ 30,000.00
Food, Refreshments Fire	\$ 6,000.00
Fuel- Vehicle	\$ 21,500.00
Hose & Fittings/Nozzles	\$ 10,000.00
Medicals	\$ 20,000.00
Parades	\$ 9,500.00
Town Parade	
Radios & Pagers	\$ 12,500.00
County Radio Project	\$ 10,000.00
Recruitment & Retention	\$ 5,800.00
Telephones/Cellular	\$ 3,000.00
Training	\$ 10,000.00
Truck Maintenance	\$ 69,000.00
Preventative Maintenance	\$ 19,000.00
Repairs	\$ 50,000.00
Truck Replacement	\$ 75,000.00
Turnout Gear	\$ 27,500.00
Uniforms	\$ 7,500.00
Other	
Total Firematic	\$ 367,900.00
Total Administrative & Firematic	\$ 999,040.00

As of 07/03/2018 03:25PM, the Laws database is current through 2018
Chapters 1-111

General Municipal

* § 205-cc. Volunteer firefighter enhanced cancer disability benefits.
A legally organized fire district, department or company shall provide and maintain for each eligible volunteer firefighter, an enhanced cancer disability benefit insurance program.

1. Definitions. As used in this section:

a. "Eligible volunteer firefighter" means:

(i) A volunteer firefighter having five or more years of faithful and actual service in the protection of life and property from fire in the interior of buildings and having successfully passed a physical examination on entry to the firefighter service, which examination failed to reveal any evidence of cancers as defined in paragraph b of this subdivision; and

(ii) Having submitted proof of five years of interior firefighting service by providing verification that he or she has passed at least five yearly certified mask fitting tests as set forth in 29 CFR 1910.134 or the current National Fire Protection Association standards for mask fit testing.

b. "Cancer" means:

(i) A disease caused by an uncontrolled division of abnormal cells in a part of the body or a malignant growth or tumor resulting from the division of abnormal cells; and

(ii) Affecting the prostate or breast, lymphatic, hematological digestive, urinary, neurological, or reproductive systems, or melanoma.

2. An eligible volunteer firefighter shall be entitled to payment of enhanced cancer benefits as follows:

a. A lump sum benefit of twenty-five thousand dollars for each diagnosis payable to such firefighter upon acceptable proof to the insurance carrier or other payor of a diagnosis by a board certified physician in the medical specialty appropriate for the type of cancer diagnosed that there are one or more malignant tumors characterized by the uncontrollable and abnormal growth and spread of malignant cells with invasion of normal tissue and that either:

(i) There is metastasis; and

(1) surgery, radiotherapy, or chemotherapy is medically necessary; or

(2) there is a tumor of the prostate, provided that it is treated with radical prostatectomy or external beam therapy; or

(ii) The firefighter has terminal cancer, his or her life expectancy is twenty-four months or less from the date of diagnosis, and will not benefit from, or has exhausted, curative therapy.

b. A lump sum benefit of six thousand two hundred fifty dollars for each diagnosis payable to such firefighter upon acceptable proof to the insurance carrier or other payor of a diagnosis by a board certified physician in the medical specialty appropriate for the type of cancer involved that either:

(i) There is carcinoma in situ such that surgery, radiotherapy, or chemotherapy has been determined to be medically necessary;

(ii) There are malignant tumors which are treated by endoscopic procedures alone; or

(iii) There are malignant melanomas.


c. A monthly benefit of one thousand five hundred dollars, of which the first payment shall be made six months after total disability and submission of acceptable proof of said disability to the insurance carrier or other payor that such disability is caused by cancer and that such cancer precludes the firefighter from serving as a firefighter.

Such benefit shall continue for up to thirty-six consecutive monthly payments.

(i) Such monthly benefit shall be subordinate to any other benefit actually paid to the firefighter solely for such disability from any

enhanced cancer disability benefit, how the beneficiary of such eligible volunteer firefighter files a claim for the enhanced cancer death benefit, the process by which claimants can appeal a denial of benefits and what proof is deemed acceptable to qualify for such benefits.

* NB Effective January 1, 2019



NEW YORK STATE VOLUNTEER FIREFIGHTER ENHANCED CANCER DISABILTY ACT

PRESENTATION BY

Robert Sagistano

Hometown Firefighter Services

Seminar topics



- **Background**
- **Legislation**
- **Eligibility**
- **Benefits**
- **Fire District Reporting Requirements**
- **Available Insurance Coverage Products**
- **Next steps to acquire coverage**

Background

- A series of recent studies have linked increased rates of cancer to firefighters.
- Dangerous levels of carcinogens in today's smoke make interior firefighters statistically more likely to develop cancer.
- Until recently there were only limited health or disability protections for volunteers within the VFBL (Volunteer Firefighters Benefit Law – W.C.) including some minimal disability provisions— which are limited to \$600. a month.
- These benefits were insufficient financial assistance considering the high cost of cancer treatment.



LEGISLATION



- For a number of years the NY State Legislature has been considering proposals to enhance cancer benefits for volunteers.
- Last year Senate Bill 5.1411-B and Assembly Bill A.711-B were passed.
- Governor Cuomo signed the legislation into Law.
- Bill is called the ***New York State Volunteer Firefighter Enhanced Cancer Disability Act.***
- Under the Act, volunteers who develop certain forms of cancer receive benefits.
- Act amends the General Municipal Law – adds Section 205-CC.
- Act states that Fire Districts and/or Departments must provide and maintain an insurance program for each eligible volunteer firefighter.
- The Act takes effect on January 1, 2019.

LEGISLATION *Question – why not provide coverage under the VFBL?*



- This is a less expensive alternative than providing VFBL(Volunteer Fireman's Benefit Law)/ Worker's Compensation coverage for those contracting cancer.
- Initial estimates indicated that there would be a 150% increase in VFBL costs if the coverage was provided under Workers Compensation (like paid firefighters).
- This Bill was designed to provide cancer coverage and at the same time meet the threshold cost needs of the localities.

Some officials that lobbied for a cancer bill believe that this should be looked upon as a starting point that at least provides some coverage where none previously existed.

ELIGIBILITY

Volunteers must meet the following criteria:

- Must have served for at least 5 years as an interior firefighter.
- Must have passed at least 5 yearly certified mask fitting tests.
- Must have undergone a physical examination upon entrance into the service that shows no evidence of cancer. GML 205-CC does not mandate that every volunteer firefighter receive a new physical to enter the program (this aspect of the Bill is impacted by HIPPA Laws).
- Must develop have cancer or a malignant growth or tumor affecting the lymphatic or hematological systems or digestive, urinary, prostate, neurological, breast or reproductive systems or melanoma.

Some aspects of eligibility continue to be clarified.



Eligibility - Defining the Eligibility

Eligible volunteer firefighters are covered under the NYS Firefighter Cancer Plan as of 1/1/2019, provided that:

- The volunteer has served *at least five years* as an *interior firefighter* as evidenced by passage of the mask fit test which is required of all volunteer firefighters with an interior firefighting rating.
- A firefighter must have satisfied the requirements prior to 1/1/19 to be eligible.
- A firefighter may satisfy the eligibility requirements after 1/1/19 and be covered in the future under the program.
- Definitions are important!

Example: The Office of Fire Prevention and Control has adopted the GML (General Municipal Law) definition of an

Active Firefighter:

"An active Volunteer Firefighter shall mean a person who has been approved by a legally organized fire district, department or company as a firefighter and who is faithfully and actually performing service in the protection of life and property from fire or other emergency, accident or calamity in connection with which the services of the fire district, department or company"



ELIGIBILITY *Question – Who is responsible for determining whether a firefighter is eligible under the Program?*

Authority Having Jurisdiction (AHJ)

The AHJ is responsible for determining whether a firefighter is eligible for coverage:

- Fire Districts – The Board of Fire Commissioners
- Village Fire Departments – the Village Board
- Independent Fire Companies – the Company Board of Directors



ELIGIBILITY

Question – Do we include a paid FDNY firefighter?

What about firefighters enrolled in any of the 911 fund programs?



- FDNY firefighters have cancer coverage under their Workers Compensation insurance.
- Their coverage is more extensive than the volunteer's Cancer Bill coverage.
- They cannot collect under both coverages and should not be listed on this census.

- Volunteer firefighters enrolled in any of the 911 benefit programs are eligible for the Volunteers Cancer Bill.
- The 911 benefits are separate and do not coordinate with the Cancer Bill Program.

ELIGIBILITY Questions — *If a member has a form of cancer that is not covered under the bill, should we add this member to the census or does any form of cancer disqualify a member ?*

- If a member has cancer that is not included in the 205CC list of covered cancer, you can add the member to the census.
- Since the AHJ (Authority Having Jurisdiction) cannot ask if a member has cancer (HIPPA Laws), the AHJ should add all members who fall in this category to the census, but it should be understood that the member will not be covered for a “*pre-January 1, 2019 cancer*”.
- The member could still be eligible for coverage if a different form of cancer is diagnosed.



BENEFITS

The Act provides for the following benefits:

- A lump sum payment of \$ 6,250. or \$ 25,000. depending upon the severity of the volunteer's diagnosis.
 - ✓ A lifetime pool of \$ 50,000. if there is more than one negative diagnosis over the firefighter's lifetime.
 - ✓ In order to be eligible for multiple payouts under the lump sum benefit, a firefighter must be symptom free for 180 days between diagnoses
- An accidental death benefit of \$ 50,000. if the cancer causes death.
- A monthly benefit of \$ 1,500. if the firefighter is totally disabled from firefighting (waiting period of 180 days), payable for up to 36 consecutive monthly payments.
- As long as you remain active, you are covered for all three coverage benefits.

Funds received by volunteer firefighters are not subject to New York State income taxes.



Benefits - Lump-Sum Plan Features

1. **Two Tier Payout:** The Lump-sum Coverage has two tiers of coverage as defined by GML 205-CC:
 - Severe Cancer Diagnosis - \$ 25,000
 - Less Severe Cancer Diagnosis - \$ 6,250
2. **Lifetime Maximum:** The Lump-sum Coverage has a lifetime maximum payout of \$50,000 if a firefighter is diagnosed with cancer more than once.
3. **Five Year Continuation:** GML 205-CC mandates that a Fire Service entity must continue the benefit for 5 years for an eligible firefighter who leaves the Service.
4. **Coordination:** The coverage does not coordinate nor is it offset with any other supplemental insurance coverages.
5. **Taxation:** Benefits subject to Federal tax 1099 form will be issued, not State Tax.

The Lump-sum Coverage only pays for cancer diagnosed on or after 1/1/2019



BENEFITS

Question –who decides if I am eligible for \$ 6,250. or \$ 25,000. payment

- ☐ Payments from the insurance company will be based upon the severity of the cancer which must be documented with evidence from a board-certified doctor of cancer.
- ☐ For a serious form of cancer(\$25,000.) there must be proof of one or more malignant tumors characterized by the uncontrollable and abnormal growth of malignant cell with invasion of normal tissue and that either :
 - A. There is metastasis; and
 - Surgery, radiotherapy, or chemotherapy is medically necessary;
 - or
 - There is a tumor of the prostate, provided that it is treated with radical prostatectomy or external beam therapy;
 - or
 - B. The firefighter has terminal cancer, his or her life expectancy is 24 months or less from the date of diagnosis, and will not benefit from, or has exhausted curative therapy.

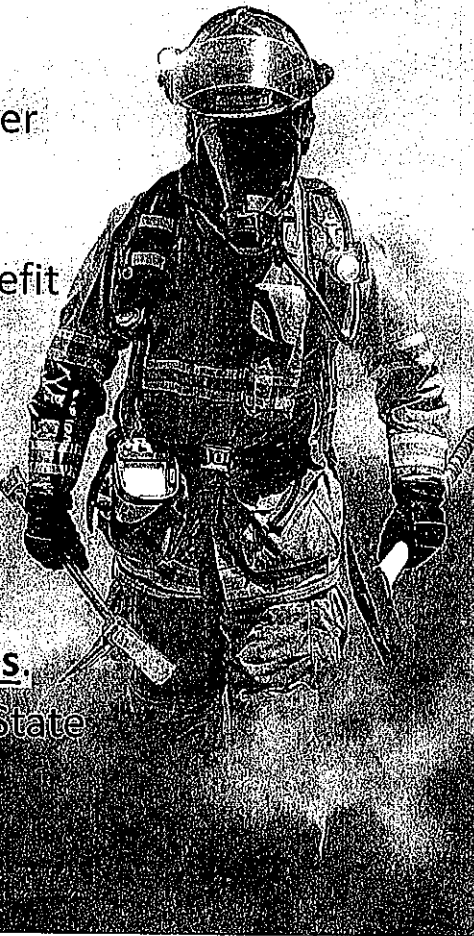
It should be noted that when the legislative language was crafted, experts in the field of occupational health were consulted as to the proper guidelines for severe and non-severe forms of cancer.



Benefits - Disability Plan Features

1. **Benefit Amount:** The Disability Coverage benefit is \$1,500 monthly.
2. **Elimination Period:** The benefit requires a eligible firefighter to be diagnosed with cancer and unable to perform their duties as a firefighter for at least 180 days before the benefits begin.
3. **Duration:** Provided the firefighter remains disabled by cancer, the benefit will pay up to 36 months.
4. **Continuation:** GML 205-CC does not mandate continuation of the Disability coverage when the volunteer firefighter leaves the Service.
5. **Coordination:** GML 205-CC does mandate that the Disability Coverage will coordinate or be offset against other sources of disability benefits.
2. **Taxation:** Benefits subject to Federal tax 1099 form will be issued, not State Tax.

The Disability Coverage only pays for cancer diagnosed in an official duty setting.




Benefits - Death Benefit Plan Features

1. **Benefit Amount:** The Death Benefit is \$50,000.
2. **Benefit Requirement:** The benefit requires an eligible firefighter to be diagnosed with, and pass from, cancer.
3. **Who Receives the Benefit?:** The identified beneficiaries of the firefighter.
4. **Five Year Continuation:** GML 205-CC mandates that a Fire Service entity must continue the life benefit for an eligible firefighter who leaves the Service.
5. **Benefit Continuation:** A firefighter may also continue the coverage when he or she leaves the service following the five year extension requirement.
6. **Coordination:** Cancer Bill does not mandate any coordination or offset of any other life benefits.
7. **Taxation:** Benefits not subject to Federal or State Tax.

The Death Benefit only pays for cancer diagnosed on or after 1/1/2019



BENEFITS *Question – Do I have to prove that I got cancer from firefighting?*

- 
- There is no requirement that a volunteer prove he was in contact with a specific carcinogen.
 - It is assumed from the cited studies, which show interior firefighters are more likely to be diagnosed with cancer, that no further proof is needed other than proof of cancer.
 - Therefore a volunteer who meets the eligibility requirements only needs to provide proof of a diagnosis (by a board certified physician in the medical specialty appropriate for the type of cancer diagnosed) that the volunteer has a designated form of cancer.
 - This information must then be submitted to the insurance company that provides the insurance to your District.
 - The claim of the volunteer cannot be challenged (as to cause of the cancer).

General Questions – *When does a firefighter become eligible for coverage and what is the impact on the District's premium?*



- Firefighters who satisfy the eligibility requirement after January 1, 2019 will be added to as a covered firefighter the month following satisfaction of the eligibility requirements.
- There District will not be required to pay any additional premium at the time of the firefighter meeting eligibility. When calculating the premium for the next years census, the premium will then include this newly eligible firefighter.
- The District will be billed annually in January for the next year's covered firefighters.
- Conversely, if a firefighter leaves active duty mid year, no prorated refund will be returned to the District.

General Questions — *If a firefighter has 3 qualifying years in District A and relocates to another District B and joins as an active firefighter, which District is responsible for paying the premium for the firefighters cancer coverage?*

- The receiving District B will be responsible for the coverage when the firefighter completes 2 additional years of active firefighting service



General Questions — *Is there a specific list of covered cancers?*

- No, the description found in GML 205CC is the only description / listing of cancers that are covered under the Bill.
- *Must have cancer or a malignant growth or tumor affecting the:*
 - ✓ Lymphatic system,
 - ✓ Hematological systems,
 - ✓ Digestive system,
 - ✓ Urinary system,
 - ✓ Prostate,
 - ✓ Neurological system,
 - ✓ Breast
 - ✓ Reproductive systems
 - ✓ or a melanoma.
- Noticeably, lung cancer is not currently included in the basic version of the Cancer coverage, benefits are currently available (until 2020) in VFBL. An amendment to the VFBL may be considered as that 2020 date nears.
- The Cancer Benefit Program coverage written through the Hartford Ins. Co. offers an "all Cancer" version of the policy.



FIRE DISTRICT REPORTING REQUIREMENTS



- Fire District, Departments or Companies must report any members who receive benefits under this Bill to the Office of Fire Prevention and Control.
- Applies to any benefits received after January 1, 2019.
- The purpose of this requirement is to provide the volunteer fire service with documented data as to the number of volunteer firefighters diagnosed with cancer.
- The data developed may support future enhancements to the benefits available under the Bill.

FIRE DISTRICT REPORTING REQUIREMENTS

If a Fire District elects to purchase an insurance policy, it is critical that the policy meets the statutory requirements of the Bill.

A Fire District :

- must submit to the Office of Fire Prevention and Control by January 1, 2019, and annually thereafter, a confirmation that the Fire District will provide an enhanced cancer disability benefit, that meets the statutory requirements of the Bill by:

Carrying an insurance policy issued by an insurance company authorized to engage in the business of insurance in this State sufficient to cover its eligible volunteer firefighters and provide a death benefit to their beneficiaries; or



FIRE DISTRICT REPORTING REQUIREMENTS

If a Fire District may elect to self insure and meet the statutory requirements of the Bill.

A Fire District :

- must submit to the Office of Fire Prevention and Control by January 1, 2019, and annually thereafter, a confirmation that the Fire District will provide an enhanced cancer disability benefit, that meets the statutory requirements of the Bill by:

Proof that the Authority Having Jurisdiction (AHJ): (i) possesses taxing authority; (ii) has agreed in writing to fund any and all claims of eligible volunteer firefighters and their beneficiaries through existing and future revenues.

- *Requires Office of Fire Prevention review & approval*
- *An actuary must complete an analysis and determine how much money must be budgeted for future benefit payments*
- *An attorney must draft documents creating a Coverage Trust agreement*
- *Must be approved by the NY State Dept. of Financial Control*



STATUS OF INSURANCE COVERAGE PRODUCTS

- Currently 3 insurance companies have submitted and received approval to provide coverage that meet the requirements of the Act.
 - VFIS – Chubb Insurance Co.
 - Cancer Benefit Program – an insurance trust created by NYSAFC (Chiefs), FASNY & AFDNYS (Districts) and underwritten by the Hartford Ins. Co.
 - ESIP – Arch Insurance Co.
- Proposals had to be submitted and required the approval of the Office of Financial Services (formerly the Department of Insurance).
- It was a complicated process due to the fact that the Act contains 3 components that are usually covered under three different coverages

Lump Sum Benefit – usually a component of an Accident & Sickness policy

Accidental Death Benefit – usually found in a Life Insurance Coverage

Monthly Disability Benefit – usually a component of a VFBL Coverage



STATUS OF INSURANCE COVERAGE PRODUCTS

New York State has established a set of General Rules relative to the Cancer coverage:

- An insurer shall only issue a “stand alone” policy and shall not issue the coverage combined or offered in conjunction with any other insurance.
- An insurer may not impose any preexisting condition limitations or exclusion on coverage for an insured firefighter.
- Hometown has been advised that some of our clients are being solicited to purchase cancer coverage for their members.
 - ☐ We anticipate that many more of our clients will be contacted by insurance companies/agents offering cancer coverage in the coming months.
 - ☐ We urge that any proposed coverages are carefully reviewed to ensure that they meet the statutory requirements of the Bill.



STATUS OF INSURANCE COVERAGE PRODUCTS

Cancer Benefit Program (one coverage that is available)

8 Sponsors worked to develop one of the available insurance coverages that are awaiting approval from the State:

- FASNY – Fireman's Association of State of New York
 - AFDNYS - Association of Fire Districts of New York State
 - NYAFC – New York association of Fire Chiefs
 - NYSAT – New York Association of Towns
 - NYCM – New York Conference of Major Cities
 - NYSAC – New York State Association of Counties
 - PERMA – provides Workers Compensation to municipal employees
 - New York Compensation Alliance – W.C. trade association
- ✓ These Sponsors participated directly in the drafting and negotiations of the Cancer Bill
 - ✓ Worked with **Willis Towers Watson** (a brokerage firm) in the development of the Program
 - ✓ Hartford Insurance Company will provide the coverage (one of several insurance companies that are offering policies that meet the statutory requirements)



WHAT SHOULD YOUR FIRE DISTRICT BE DOING NOW?

Budget Process

- ✓ Most Fire Districts have already developed their 2019 budgets and have set aside reasonably accurate cost projections in order to fund the Cancer Bill.
- ✓ Premiums for the coverage will cost between \$ 137. to \$ 199. per firefighter, therefore if a District budgeted for \$ 250. for each firefighter as Hometown was recommending, your budget line will be sufficient.
- ✓ Actual premium costs will be determined after the submission of your census.



WHAT SHOULD YOUR FIRE DISTRICT BE DOING NOW?

Development of your Census

- ✓ As part of your handout, we have enclosed a sample census format.
- ✓ If you begin the process now, there should be sufficient time to determine exactly how many of your firefighters meet the eligibility requirements.
- ✓ Accurate maintenance of your census will assist the District in monitoring the coverage for each firefighter for as long as they remain in the fire service, or maintaining coverage for 5 years after they leave the fire service.
- ✓ When your census is completed, please forward a copy to *Hometown Firefighters* so that we can obtain a premium quotation(s) for your consideration.
- ✓ Rather than leaving this as a year end issue, we are striving to complete the coverage process as quickly as possible now that the coverages have been approved by the State.





QUESTIONS

THANK YOU FOR INVITING

HOMETOWN FIREFIGHTER SERVICES

TO MAKE THIS PRESENTATION

Rebecca Weber

Robert Sagistano

Eric Keiffert



Robert Ulich

Kent Lakes, N.Y. 10512

December 7, 2018

Patricia Madigan

Advisory Board Chair – Lake Carmel Park District Advisory Board (committee)

Town of Kent, N.Y.

25 Sybil's Ct.

Kent Lakes, N.Y. 10512

Dear Patricia Madigan:

I am contacting you today to formally submit this letter as application to the open position of Lake Carmel Park District Advisory Board (committee). I ask that you and the current committee members consider me as a candidate at the next scheduled meeting of December 10, 2018. Should the committee find me to be a viable candidate, I ask that you provide the committee's recommendation to all town board members of the Town of Kent, prior to Friday, December 14, 2018. This would provide ample time for the placement on the town board agenda for the December 18, 2018 town board meeting.

I am confident that each Lake Carmel Park District Advisory Board (committee) is familiar with my background to support the open position I seek to fill, but will provide a few points;

- I have been (45+ years) and currently remain a resident of the Lake Carmel Park District
- I previously served as a member of an advisory board within the Town of Kent
- I am a current CSLAP (Citizens State Wide Lake Assessment Program) volunteer
- I regularly volunteer with Lake Carmel Park District events/functions
- I am an avid user of the park district resources
- I attend and participate Lake Carmel Park District Advisory Board (committee) regularly
- I am committed to well-being of our lake and community

Should you or the other committee members have additional questions or seek additional information, please let me know in advance so that I may be prepared with answers. I am also able to provide professional and personal references, if needed.

With kind regards,

Robert Ulich

From: Highway Kent
Sent: Thursday, November 29, 2018 11:41 AM
To: Rich Othmer
Subject: Fw: Request to Install Livestock Crossing signs

From: Omer Fahim <ofm.fahim@yahoo.com>
Sent: Thursday, November 29, 2018 10:46 AM
To: Highway Kent
Subject: Fw: Request to Install Livestock Crossing signs

Hello,

My name is Omer Fahim - I own a farm located at 169 Dean Rd. Stormville NY 12582. My property is split in two by Dean Rd. (115 Acres on one side, 39 Acres on the other side). I have several animals on the farm which regularly cross over Dean Road.

I was wondering if we could place 2 Livestock Crossing signs one on each side of Dean Rd. near the farm.

I can purchase the signs my self and place them but I wanted to check if that would cause any issues.

Let me know if I'm contacting the right department or if this should be forwarded to another office.

Thanks,

Omer Fahim



Town of Kent Highway Department
Richard T. Othmer, Jr., Highway Superintendent
62 Ludington Court
Kent Lakes, New York 10512
(845) 225-7172 fax (845) 225-9464
E-mail: highwaykent@townofkentny.gov

December 5, 2018

Town of Kent Supervisor Maureen Fleming
Kent Town Board Members
25 Sybil's Crossing
Kent Lakes, NY 10512

Subject: New Stop Sign

Dear Supervisor Fleming and Kent Town Board Members,

In response to residents concerns that were put in writing to the Town please see the attached Regulatory Signage in the Town of Kent Change Form along with a map showing placement of a new Stop Sign.

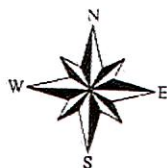
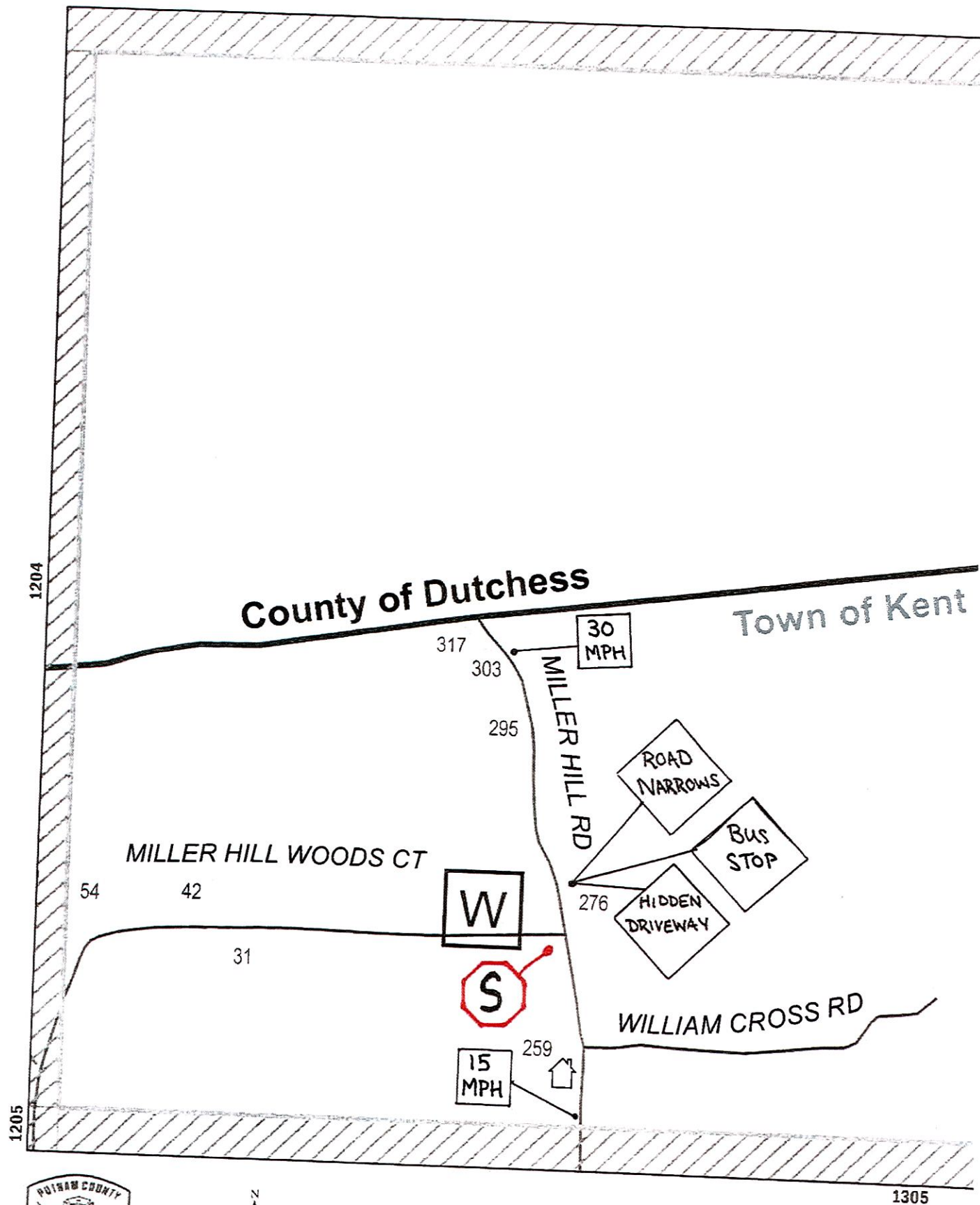
Due to the reconstruction of the intersection of Miller Hill Woods Court and Miller Hill Road it was necessary to immediately install a new stop sign for traffic safety.

Please make a resolution to add this stop sign at your next Town Board Meeting.

Please do not hesitate to contact me with any questions.

Sincerely,

Richard T. Othmer, Jr.
Kent Highway Superintendent



ESZ:

306

Kent Police

Kent Fire

Kent Ambulance





Town of Kent Highway Department
62 Ludington Court
Kent Lakes, NY 10512
(845) 225-7172 - Fax (845) 225-9464
email - highway@townofkentny.gov

Richard T. Othmer, Jr. - Highway Superintendent

Regulatory Signage in the Town of Kent

Change Form

☒

New Sign

MILLER HILL WOODS CT. / MILLER HILL RD - STOP SIGN

Road Name/Location of Sign

☐

Change Current Sign

Road Name/Location of Sign

☐

Remove Sign from Road

Road Name/Location of Sign

Approved by the Highway Superintendent


Richard T. Othmer Jr.

12/5/18-
Date

Adopted by Town Board Resolution

Town Board Resolution Number

Date

Steve Zamborsky

61 Tompkins Rd.
Verbank, NY
12585

Cell: (845) 224-8251

Maintenance Shed Roofing

- ✓ Remove existing shingles on entire roof down to bare plywood. Any additional plywood needed will be charged an additional \$75./ ½ inch sheet. \$85./3/4 sheet.
- ✓ Install water and ice shield on first 6 feet of roof's edge on front and back of house and in all valleys. Follow up with Diamond Deck. Install white aluminum drip edge on all rake boards and fascias.
- ✓ Install 3 squares of shingles Color: cedar
- ✓ Install new vent boots.
- ✓ Remove all roofing debris from jobsite.
- ✓ 5 year warranty on roof. If any leaks occur, they will be fixed at no additional charge.

Materials and Labor: \$1,500.



Thank you for the opportunity to quote the below referenced project.
Please feel free to contact me if you have any questions.

Brian Mack
(845) 656-1946
bmack@hpmcraftsmen.com

12/10/2018

Town of Kent
25 Sybils Crossing
Carmel NY 10512

Description of Work	Price	Subtotal
Shed Roof Remove and replace approx 3.5 sq of shingles Install white aluminum drip edge Install ice shield on entire roof GAF architectural shingles to match existing building with Timber Tex Cap GAF Certified installer Dispose of all waste Labor: \$990.00 Materials: \$880.00	\$1,870.00	\$1,870.00

Subtotal **\$1,870.00**

Total \$1,870.00

A-Class Builders

Called on December 3, 2018. They do not do maintenance work on sheds.



CODE ENFORCEMENT

**OF THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598**

December 13, 2018

**From: Zoning Enforcement Officer, Town of Kent:
To: Supervisor Fleming, Town board members, Town of Kent:
Subject: Violation requiring town corrective action:**

On August 15th of this year the Town Board of the Town of Kent approved a resolution for a vendor identified here as Johnson's Tree Service to remove two trees, one standing, and one fallen from 8 Teatown Court in the town of Kent. Subsequent to this action the homeowner removed the fallen tree but not the standing one. The undersigned contacted two additional vendors and requested proposals to remove tree still standing.

Bids submitted are as follows:

Johnson's Tree Service in the amount of \$1000.00

Larry Reynolds Tree Service in the amount of \$975.00


Nick's Tree Service did not submit a bid.

Enclosed please find original violation and proposals to remove one standing tree as indicated in enclosed photo.

Location requiring correction:

8 Teatown Court Tax# 33.65-1-36

For your consideration and approval.


**William Looney,
Zoning Enforcement Officer,
Town of Kent.**





**CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598**

ORDER TO REMEDY VIOLATION

Location: 8 Teatown Ct Kent, NY

Map NO: 33.65-1-36

Date: 7/5/2018

TO:

Joe DeMonico
PO BOX 132
Eastchester, NY 10709-0132

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code (B) (1) (c)

at premises hereinafter described in that:

**DANGEROUS TREE: THERE EXISTS ON SITE DANGEROUS TREES POSING A
THREAT TO THE HEALTH AND SAFETY OF THE HOMEOWNER OR OF ADJACENT
PEOPLE AND PROPERTY.**

**OWNER HAS TEN DAYS FROM THIS DATE TO SUBMIT A PLAN TO THIS OFFICE TO
REMOVE THE DANGER PRESENTED BY THE INDICATED TREES.
IF THE ABOVE LISTED VIOLATION IS NOT CORRECTED, NOR NOTICE RECEIVED,
THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO ADDRESS THE ISSUE
AND THE FEE THE COMPANY PRESENTS WILL BE CHARGED TO THE PROPERTY
OWNERS. IF THE PROPERTY OWNERS FAIL TO PAY THE BILL THE DEPT WILL BE
ATTACHED TO THE OWNER'S TAX BILL PAYABLE ON THE NEXT INSTALLMENT.**

**YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and
remedy the conditions above mentioned within ten days from this date. Failure to remedy
the conditions aforesaid and to comply with the law and may constitute an offense
punishable by fine or imprisonment or both.**



Invoice / Proposal

Larry Reynolds Tree Service, Inc.

Established 1986

168 Tibet Drive, Carmel, New York 10512

(845) 225-7954 Cell (917) 295-3546

Fax (845) 228-5246

Page No. 1 of 1

Date 12/10/18

To: Town of Kent
25 Sybils Crossing
Kent, N.Y. 10512

JOB NAME / NO.

LOCATION

PHONE

Putnam County Lic. # PC 743-A

C/o Bill Hooney

job location: #8 Teatown Court

Take down 1 large dead Oak on
left side of house by wall and driveway

Complete removal of Oak, Chipbrush
remove logs off site

\$ 975.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: _____ dollars (\$ _____).

Payable as follows: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized
Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



JOHNSON'S TREE SERVICE

Estimate

1361 Route 52, Carmel, NY 10512

Phone: 845-878-7569

Email: johnsonswoodpile@aol.com

Website: www.johnsonstreeserviceinc.com

Name/Address
William Looney Town of Kent Building Department 25 Sybil's Crossing Kent Lakes, NY 10512

Date	Estimate No.	Project
06/22/18	188	

Item	Description	Quantity	Cost	Total
Tree Work	For: 8 Teatown Court, Carmel, NY Take down dead tree in front - Remove wood, chip brush, clean up. Putnam County Sales Tax	1	1,000.00 8.375%	1,000.00 0.00
		Total		\$1,000.00

Town of Kent

PREMIUM SUMMARY

Policy Term: 01/01/2019 - 01/01/2020

Premiums

Line of Business	2014-2015 NYS Comp Alliance	2015-2016 NYS Comp Alliance	2016-2017 NYS Comp Alliance	2017-2018 NYS Comp Alliance	2018-2019 NYS Comp Alliance	2019-2020 NYS Comp Alliance
Workers Compensation Funding	\$458,466.00	\$448,022.00	\$373,340.00	\$373,091.00	\$310,167.00	\$293,516.00
Estimated NYS Assessment	\$14,791.00	\$14,316.00	\$14,040.00	\$16,144.00	\$17,072.00	\$16,827.00
TOTAL Premium:	\$473,257.00	\$462,338.00	\$387,380.00	\$389,205.00	\$327,239.00	\$310,343.00

Disclaimer

The insurance proposal is prepared based on data furnished by you for our review. It is not to be construed as an exact or complete analysis of the policies or is legal evidence of insurance. It is only a brief outline of your insurance coverage and is for information purposes only. In the event of a difference, the provisions of the policy will prevail. Please read your policy carefully for a thorough understanding of all terms, conditions and exclusions.



Corporate Office
100 Newtown Road
Plainview, NY 11803
631.435.0437

Branch Office
115 Twinbridge Drive
Pennsauken, NJ 08110
856.324.0459

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
973.614.0091

Standby Power Maintenance Agreement

Customer Info

Town of Kent
Maureen Fleming
25 Cybil's Crossing
Kent, NY 10512

Agreement Prepared by

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

Agreement #: AAAQ35228

Contract Start Date: 11/01/2018

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
Total Annual Maintenance:							\$6,975.00



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, Inc.

By: Mark Intoccia

Date: 10/30/2018

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 Inc. (GENSERVE INC.), 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 INC. 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 INC. Shall not be responsible for any Work (as defined in GENSERVE INC. Proposals herein) or services claimed to be rendered on its behalf, unless said services were performed by GENSERVE INC. employee or agents, or were authorized in writing by GENSERVE INC. 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 INC. 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 INC. If payment is not received by due date, GENSERVE INC. 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 INC. 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 INC. with adequate evidence of any tax exemption, or other reason for non-liability for such taxes.
5. **WORKMANSHIP** - GENSERVE INC. 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 INC. 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 INC.'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 INC. 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 INC. 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 INC. 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 INC. 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 INC. 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 INC., 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 INC. hereunder, except for damages resulting from the gross negligence or willful misconduct of GENSERVE INC. with respect to this agreement.
8. **ADDITIONAL SERVICES** - GENSERVE INC. 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 INC.'s Service Rate sheet attached hereto. GENSERVE INC. 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 INC. determines it is able, under the circumstances, to perform in accordance with herewith.
10. **SAFETY** - GENSERVE INC. 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 INC. shall provide such insurance certificates as are reasonably required by Customer. During service or work GENSERVE INC. reserves the right to request the presence of an employee of Customer when GENSERVE INC. deems the Work to be hazardous.
11. **LIMITATION OF LIABILITY** - GENSERVE INC.'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 INC. 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 INC. 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 INC. 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 INC. 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 INC. 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 INC., and is not to be disclosed or made available to third parties without the written consent of GENSERVE INC.

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	\$175.00	hour - per man
	Overtime Rate	\$262.00	hour - per man
Sundays and Holidays Rate		\$350.00	hour - per man

Addendum: Contract may be canceled with thirty (30) days written notice.



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 LAB ANALYSIS OF USED OIL(Not on small residential)
4.	(X)	()	CHANGE FUEL OIL FILTERS
5.	()	()	CHANGE AIR FILTER
6.	(X)	(X)	INSPECT AIR FILTER
7.	(X)	(X)	CHECK COOLANT LEVEL & DEGREE OF PROTECTION
8.	(X)	()	PERFORM LAB ANALYSIS OF COOLANT SAMPLE(Not on aircooled)
9.	(X)	(X)	INSPECT & ADJUST FAN BELTS
10.	(X)	(X)	CHECK FLEX CONNECTIONS & MOUNTINGS
11.	(X)	(X)	CHECK OPERATION OF JACKET WATER HEATER
12.	(X)	(X)	CHECK BATTERY LEVEL & MAINTAIN
13.	(X)	(X)	CHECK OPERATION OF BATTERY CHARGING EQUIPMENT
14.	(X)	(X)	LUBRICATE NECESSARY FITTINGS
15.	(X)	(X)	INSPECT GOVERNOR LINKAGE, OIL LEVEL & CONTROL
16.	(X)	(X)	INSPECT ELECTRONIC GOVERNOR CONNECTIONS
17.	(X)	(X)	REPAIR MINOR COOLANT, LUBE & FUEL LEAKS
18.	(X)	(X)	INSPECT DAY TANK & PUMP CONTROL
19.	(X)	()	INSPECT SPARK PLUGS, MAGNETO & COILS
20.	(X)	(X)	DRAIN CONDENSATE FROM DAY TANK IF ACCESSIBLE
21.	(X)	(X)	CHECK OPERATION OF REMOTE FANS, PUMPS & LOUVERS
22.	(X)	(X)	INSPECT GENERATOR SLIP RINGS
23.	(X)	(X)	OPERATE ELECTRIC SET & CHECK OR RESET FOR CORRECT VOLTAGE & FREQUENCY
24.	(X)	(X)	CHECK AUTO START STOP MODE
25.	(X)	(X)	SIMULATE SAFETY SHUTDOWNS (If able to)
26.	(X)	(X)	TEST FAULT LAMPS



CREDIT CARD AUTHORIZATION FORM

I, _____, hereby authorize
GenServe Inc., 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 Inc. to charge my credit card for
future services verbally (or written) approved by me.

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