

**TOWN OF KENT  
TOWN BOARD MEETING  
Friday, December 20, 2019**

**Workshop** – 8:00 am

1. Pledge of Allegiance
2. IT – Windows 7 End of Life proposal
3. Finance – software upgrade
4. 2020 Workers' Compensation coverage
5. Partners in Safety Contract
6. GenServe Contract
7. Announcements
8. Public Comment

**Meeting**

1. Roll Call
2. Vote on the following:
  - a. Windows End of Life proposal
  - b. Finance software upgrade
  - c. 2020 Workers' Compensation coverage
  - d. 2020 Partners in Safety contract
  - e. 2020 Genserve Service Contracts
  - f. Vacation Carryover for 3 employees
  - g. Temporary Full-time Recreation Assistant
3. Vouchers and Claims
4. Correspondence
5. Public comment

**Tamara Harrison**

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**Subject:** FW: Windows 7 EOL UPDATED  
**Attachments:** WIN7EOLUPDATED.pdf

**From:** Richard Harris  
**Sent:** Monday, December 16, 2019 10:36 AM  
**To:** Maureen Fleming <[mfleming@townofkentny.gov](mailto:mfleming@townofkentny.gov)>  
**Cc:** Paul Denbaum <[pdenbaum@townofkentny.gov](mailto:pdenbaum@townofkentny.gov)>; Jamie McGlasson <[jmcglasson@townofkentny.gov](mailto:jmcglasson@townofkentny.gov)>; William Huestis <[bhuestis@townofkentny.gov](mailto:bhuestis@townofkentny.gov)>; Christopher Ruthven <[cruthven@townofkentny.gov](mailto:cruthven@townofkentny.gov)>  
**Subject:** Windows 7 EOL UPDATED

Good Morning All -

Attached Please find an UPDATED version of the Windows End Of Life Proposal. I was asked to do a Hardware Inventory and Upgrade any PC's that were made after 2016. The findings are in the document. Bottom Line it saves \$1,940.87. If this could be voted on Tuesday 12/17/19? as this is the last meeting before the end of 2019. I need to take delivery on the Hardware by 12/31/19 to be able to use the \$2,000.00 in my equipment budget that is left from 2019.

Thanks  
Rich

Richard Harris  
IT Consultant to the Town of Kent  
O: 845-306-5594

[rharris@townofkentny.gov](mailto:rharris@townofkentny.gov)

To : Maureen Fleming, Paul Denbaum, Jamie McGlasson, Bill Huestis, Chris Ruthven, Yulia Kelly

From: Richard Harris

RE: Windows 7 End of Life UPDATED

Microsoft support for Windows 7 Pro will end on January 14, 2020. If we continue to use Windows 7 after support has ended, the PC's will work, but they will become more vulnerable to security risks and viruses. The PC's will continue to start and run, but Microsoft will no longer provide technical support, software updates, or security updates. Microsoft recommends that the PC's be upgraded to Windows 10 Pro. This upgrade would need to be performed for 24 Town Hall PC's and 7 Highway PC's for a total of 31 PC's.

I was asked to perform a Hardware inventory to determine if there were any PC's that we could upgrade rather than Purchase them outright. The Criteria used was any PC NOT older than 2017. I have changed the numbers and pricing below to reflect the new count.

Original				NEW			
DEPT	PC	Cost		Dept	PC	Cost	
LCPD	1	\$ 513.88		LCPD	1	\$ 513.88	
Finance	2	\$ 1,027.76		Finance	2	\$ 1,027.76	
Tax Rcvr	2	\$ 1,027.76		Tax Rcvr	2	\$ 1,027.76	
Tamara	1	\$ 513.88		Tamara	1	\$ 513.88	
Town Clerk	4	\$ 2,055.52		Town Clerk	3	\$ 1,541.64	Upgrade
Records	1	\$ 513.88		Records	1	\$ 513.88	
Recreation	3	\$ 1,541.64		Recreation	4	\$ 2,055.52	Ryan's
Assessor	3	\$ 1,541.64		Assessor	2	\$ 1,027.76	Field
IT	1	\$ 513.88		IT	0	\$ -	Upgrade
Bldg Dept	4	\$ 2,055.52		Bldg Dept	4	\$ 2,055.52	
Planning	1	\$ 513.88		Planning	0	\$ -	Upgrade
Mun. Repairs	2	\$ 1,027.76		Mun. Repairs	1	\$ 513.88	Laptop
Mun. Repairs	1	\$ 513.88		Mun. Repairs	0	\$ -	Jackie
Highway	5	\$ 2,569.40		Highway	6	\$ 3,083.28	Upgrade
	31	\$ 15,930.28			27	\$ 13,874.76	301 PC
				Memory	5	\$ 114.65	
TOTALS		\$ 15,930.28				\$ 13,989.41	
TOTAL SAVINGS		\$ 1,940.87					

I have formulated three options to accomplish this upgrade:

**OPTION 1:**

Upgrade existing PC's with the following:

A 250GB solid state SATA Hard Drive	\$0.00 Each PC
4GB of additional memory	\$22.93 Each PC
Windows 10 Pro License for Installation	\$0.00 Each PC

This would total \$22.93 for 5 PC's at a total cost of \$114.65 . However, we would still have the same PC's we currently have and are at risk for failure on other components internal to the PC. (Motherboard, Network card, Drive Controllers etc..) This option would also require that the user would be without their PC while I install the hardware, Load Windows 10, and install MS-Office and whatever software that is unique to each user.

**OPTION 2:**

Order 27 HP ProDesk 405 G4 PC's 8 GB RAM, 256GB SSD HDD	\$496.43 Each PC
Order 27 Displayport to VGA Adapters	\$ 17.56 Each PC

This would total \$513.99 for 27 PC at a total cost of \$13,874.76. Keep in mind that this option has Windows 10 Pro pre-installed and would allow the user to use their Windows 7 PC while I install MS-Office and whatever software that is unique to each user. The Displayport to VGA adapters will be used to attach our current monitors to the PC's to avoid Monitor costs.

**Option 3:**

Order 31 Dell Optiplex 3000 PC's 8GB RAM, 256GB SSD HDD	\$889.98 Each PC
Order 31 Displayport to VGA Adapters	\$ 17.81 Each PC

This would total \$907.99 for each PC at a total cost of \$28,141.49. This option also has Windows 10 Pro pre-installed and would allow the user to use their Windows 7 PC while I install MS-Office and whatever software that is unique to each user. The Displayport to VGA adapters will be used to attach our current monitors to the PC's to avoid Monitor costs.

I am recommending Option 2.

The combined (Option 1 and 2) Cost for the 5 Upgrades and 27 PC's will be \$13,989.41 as compared to the original proposal of \$15,930.28. This represents a savings of \$1,940.87

I will also be deploying "User level" permissions simultaneously with the deployment of each PC. Currently, Under Windows 7 the users are running Administrative Rights. Under Windows

10 they will be running Standard User level Rights. Please see the explanation of these rights below:

The **Administrator** type allows complete control, which means that users can change settings globally, install apps, run elevated tasks, and do pretty much anything else.

On the other hand, the **Standard User** account type is more restrictive. Users with this type of account can work with apps, but they're not allowed to install new applications. If an app requires elevation, they'll need administrative credentials to complete the task. This also applies to Hardware installations as well.

**Standard User** Accounts is a requirement of the New York State Comptrollers office that needs to be completed. Once deployment of the Windows 10 PC's is complete, I will be deploying our web blocking software. Currently users have complete access to the internet without restriction. Under the web blocking software users will be restricted to web sites that they will need to do their job.

I have spoken to Yulia Kelly regarding cost and payment for this project. The IT Equipment budget currently has approximately \$2,000.00 left for 2019. This could be used to help with the cost of the project, provided I take delivery on the equipment prior to December 31, 2019. This would bring the cost of the combined Option 1 and 2 to \$11,989.41. In speaking with Yulia, This can be taken from the General Fund as it is a one time cost that needs to be done. I will be happy to answer any questions regarding this project, either individually or in Executive session. I would rather not discuss this project in an open forum as it relates to Network Security.

Thanks Richard Harris

[rharris@townofkentny.gov](mailto:rharris@townofkentny.gov)



(1)



## Crucial - DDR4 - 4 GB - SO-DIMM 260-pin - unbuffered

Mfg.Part: CT4G4SFS8266 | CDW Part: 5270225 | UNSPSC: 32101602

Availability: In Stock

Get it Thursday, October 17 to [10512](#)  
if ordered within 4 hrs 33 mins.

**\$22.93** MARKET

### Product Details

- DDR4
- 4 GB
- SO-DIMM 260-pin
- 2666 MHz / PC4-21300
- CL19
- 1.2 V
- unbuffered

## Product Overview

### Main Features

- DDR4
- 4 GB
- SO-DIMM 260-pin
- 2666 MHz / PC4-21300
- CL19
- 1.2 V
- unbuffered
- non-ECC

Boost the performance of your system with the Crucial DDR4 RAM. This SO-DIMM 260-pin memory module helps in reducing the data errors and increases overall system reliability. It controls the flow of data within the system and directs data commands and also features a latency of CL19 for enhanced reliability. This 4 GB RAM with a memory speed of 2666 MHz provides faster system responsiveness.



# QUOTE CONFIRMATION



DEAR RICHARD HARRIS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LBGR876	11/12/2019	LBGR876	8320450	\$14,396.47

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">HP ProDesk 405 G4 - mini desktop - Ryzen 5 Pro 2400GE 3.2 GHz - 8 GB - 256</a> Mfg. Part#: 6VC52UT#ABA Contract: MARKET	29	5808270	\$496.43	\$14,396.47

PURCHASER BILLING INFO		SUBTOTAL	\$14,396.47
<b>Billing Address:</b> TOWN OF KENT ACCTS PAYABLE 25 SYBILS XING *** NEEDS VOUCHERS*** KENT LAKES, NY 10512-4744 <b>Phone:</b> (845) 225-4600 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$14,396.47
<b>DELIVER TO</b> <b>Shipping Address:</b> TOWN OF KENT RICHARD HARRIS 25 SYBILS XING *** NEEDS VOUCHERS*** KENT LAKES, NY 10512-4744 <b>Phone:</b> (845) 225-4600 <b>Shipping Method:</b> UPS Freight LTL, Dock to Dock		<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Matt Battista	(866) 613-1133	mattbat@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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# QUOTE CONFIRMATION



DEAR RICHARD HARRIS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LBKP905	11/14/2019	LBKP905	8320450	\$509.24

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Tripp Lite Displayport to VGA Active Cable Adapter DP to VGA M/F 6in 6"</a>	29	2230570	\$17.56	\$509.24
Mfg. Part#: P134-06N-VGA UNSPSC: 43201552 Contract: NY OGS Tripp Lite PM20990 IT Umbrella (PM20990)				

PURCHASER BILLING INFO			
<b>Billing Address:</b> TOWN OF KENT ACCTS PAYABLE 25 SYBILS XING *** NEEDS VOUCHERS*** KENT LAKES, NY 10512-4744 <b>Phone:</b> (845) 225-4600 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		<b>SUBTOTAL</b>	\$509.24
		<b>SHIPPING</b>	\$0.00
		<b>SALES TAX</b>	\$0.00
		<b>GRAND TOTAL</b>	<b>\$509.24</b>
DELIVER TO		<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> TOWN OF KENT RICHARD HARRIS 25 SYBILS XING *** NEEDS VOUCHERS*** KENT LAKES, NY 10512-4744 <b>Phone:</b> (845) 225-4600 <b>Shipping Method:</b> UPS Ground (2 - 3 day)			

## Need Assistance? CDW•G SALES CONTACT INFORMATION



Matt Battista

(866) 613-1133

mattbat@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwo.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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## QUOTE

Magna5 MS LLC

3001 Dallas Parkway, Suite 610, Frisco, TX 75034  
t. 844-4MAGNA5 f. 412-489-5875

Send signed quotes to OrdersIT@Magna5Global.com or by  
fax to 412-489-5875.

**Sales Rep**

Mike Reynolds

**No.**

365Q6065

**Date**

Oct 25, 2019

**SE**

Insert Name

### Sold To

**Town of Kent, New York**  
Richard Harris  
25 Sybil's Crossing  
Kent Lakes, New York 10512

**Phone** (845) 225-3943

Auto 16358

### Ship To

**Town of Kent, New York**  
Richard Harris  
25 Sybil's Crossing  
Kent Lakes, New York 10512

**Phone** (845) 225-3943

Line	Qty	Part Number	Description	Unit Price	Ext. Price
1	27	W7XP4	Dell OptiPlex 3000 3070 Desktop Computer - Core i5 i5-9500T - 8 GB RAM - 256 GB SSD - Micro PC - Windows 10 Pro 64-bit - Intel - Wireless LAN - Bluetooth	\$889.98	\$24,029.46
2	27	P134-06N-VGA	Tripp Lite 6in DisplayPort to VGA Adapter Active Converter DP to VGA M/F 6" - DP2VGA 1920x1200/1080P (M/F) 6-in.	\$17.81	\$480.87
<b>SubTotal</b>					\$24,510.33
<b>Tax</b>					\$0.00
<b>Total</b>					<b>\$24,510.33</b>

Unless otherwise noted, all prices and descriptions are subject to change without notice. Standard freight is not included in this quotation and may be added to the final invoice. Charges for expedited freight and/or extra fees due to unusual size of products are not included and will be invoiced separately. Title and risk of loss transfer to Buyer upon delivery of Products to the carrier. If Buyer directs Magna5 MS LLC to bill transportation to a third-party account number or to ship 'freight collect', Buyer is responsible for all transportation and accessorial charges associated with the order, and is responsible for product loss and damage in transit claims with the Buyer's carrier. Standard Payment Terms for this quotation are 50% due upon execution with the remaining 50% due upon delivery, unless otherwise specified in writing prior to order. For all Expedited Orders, Buyer will be invoiced 100% due upon execution. Payment terms may be modified based on credit review. Any project services which accompany quoted product will commence once invoice is 'paid in full'. A late fee of 1.5% will apply to past due invoices. Manufacturer return policies vary from product to product. Products cannot be returned if opened or if the product is a result of a custom configuration from Manufacturer. Please check with your sales representative prior to ordering for specific product return policies. Information provided in the quotation is proprietary and may not be copied or released other than for the express purpose of selection/purchase without the express written consent of Magna5 MS LLC. Tax quoted (if listed) shall be considered as "estimate only" based on information provided in this quotation. Tax will only be invoiced by Supplier for products and services delivered to a Customer's location(s) in States where Supplier is required to remit tax. Customer may be liable for tax even if Supplier is not required to remit tax. If there are any questions regarding tax liabilities, please consult your tax advisor.

Signed \_\_\_\_\_

P.O. # \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Tamara Harrison

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**From:** Accountant  
**Sent:** Monday, December 16, 2019 12:28 PM  
**To:** Maureen Fleming  
**Cc:** Tamara Harrison  
**Subject:** Fw: SecureCheck Software For Windows 10 (and newer Servers too)  
**Attachments:** SC9 Upgrade Features and Pricing Jan2018 (3).pdf

Hi Maureen,

In light of the upgrade to Windows 10, we will be forced to upgrade our check printing software because the current version is not compatible with windows 10. As per attachment we will need to upgrade to SC9 basic. The one-time upgrade fee is \$1,495 and the annual maintenance is \$310. We are actually going to be saving money going forward because our current annual maintenance fee is \$835. Please include this on the agenda for tomorrow night.

Also, as the e-mail below explains we can get a 10% discount on the upgrade if we order it before 12/23/2019.

Thank you,  
Yulia

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**From:** Mike Brown <mike.brown@aptechnology.com>  
**Sent:** Thursday, December 5, 2019 2:00 PM  
**To:** Accountant <accountant@townofkentny.gov>  
**Subject:** SecureCheck Software For Windows 10 (and newer Servers too)

### **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!

Hi Yulia,

Hope all is well as we look forward to 2020.

Please think about if you'll need SecureCheck to run on modern Windows 10 machines or newer Servers anytime in the future... and if so, please consider prompting your project before the end of 2019.

**We can discount the project 10% if prompting before end of 2019! We're closed between Christmas and New Year, so it'll have to be prompted by 12/23 or so.**

SC9 paths available are attached. This is the project we've had on the radar the last few years.

Thanks for your help!

Sincerely,

**Mike Brown / Area Sales Manager**

[mike.brown@aptechnology.com](mailto:mike.brown@aptechnology.com)

Office: [760.602.5417](tel:760.602.5417) | Fax: [760.930.6281](tel:760.930.6281)

[www.aptechnology.com](http://www.aptechnology.com) / <https://checkrun.com/>

**AP Technology. Changing the World of Payments. *Again.***



## Legacy SecureCheck 9 Upgrade Features and Pricing

Feature	Basic	Standard	Premium
<i>Upgrade Price</i>	\$1,495	\$2,495	\$3,495
<i>Annual Maintenance Cost</i>	\$310	\$625	varies
<i>Windows 10 Compatibility</i>	✓	✓	✓
<i>Event Notifications</i>	-	✓	✓
<i>Multi-Level User Permissions</i>	✓	✓	✓
<i>Enhanced Sorting</i>	✓	✓	✓
<i>Improved Reporting</i>	✓	✓	✓
<i>Improved Event Log</i>	✓	✓	✓
<i>Continuous Updates</i>	n/a	n/a	n/a
<i>Signatures Included</i>	1	2	4
<i>Logos Included</i>	1	2	4
<i>Workstations Included</i>	1	2	5
<i>Printers Included</i>	1	2	4
<i>Form Outlines Included</i>	1	2	4
<i>Legacy Workflow</i>	-	-	✓
<i>Legacy Secure Imaging</i>	-	-	✓
<i>Legacy Manual Checks</i>	-	-	✓

**2019**  
**Complete DOT Program Agreement**

ID 2209

5

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)

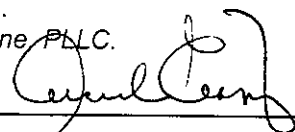
On-site medical services available upon request, minimum volume required.

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.



## 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 #:** AAAQ44815

**Contract Start:** 12/1/2019

**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, Inc.**

**By:** Mark Intoccia

**Date:** 12/6/2019

**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 provided 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	\$182.50 hour - per man
	Overtime Rate	\$274.00 hour - per man
Sundays and Holidays Rate		\$365.00 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 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.