

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, January 19, 2021**

Workshop/Meeting

1. Pledge of Allegiance
2. Discussion and/or Vote on the following:
 - a. Mining Discussion
 - b. Recreation – proposed Eagle Scout Project, online registration software, acceptance of Target Grant, paving at Ryan's Field, and hiring of Park Maintenance Worker
 - c. Highway - purchase of a 3500 Dodge Plow Pick-up & a 5500 Dodge Plow / Sander Dump Truck from Robert Greene Inc and acceptance of sand and street sweeping bids
 - d. Planning – appoint a new member and an alternate member to the Planning Board, renewal of ImageMate software
 - e. Finance – NYLAF resolution
 - f. Police Department – fire system repairs
 - g. GenServe – revised maintenance agreement
 - h. Re-advertise RFP for on call plumbing, electrician, masonry, and handyman services
 - i. Approval of Vouchers and Claims
3. Announcements
4. Public Comment

TOWN OF KENT
County of Putnam, State of New York
RESOLUTION _____

RESOLUTION INTRODUCING
LOCAL LAW ____ -2021 AND PROVIDING FOR PUBLIC
NOTICE AND HEARING

INTRODUCED BY: Councilman Ruthven

SECONDED BY: _____

DATE OF CONSIDERATION/ADOPTION: January 19, 2021

BE IT RESOLVED that an amendment to Kent Town Code Chapter 77 entitled "Zoning" and an amendment to Chapter 63 entitled "Soil Removal" to regulate the removal of soil from properties within the Town of Kent, is hereby introduced by Councilman Ruthven, as Introductory Local Law #__ of the year 2021 before the Town Board of the Town of Kent in the County of Putnam and State of New York, and

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

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

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

UPON ROLL CALL VOTE:

Supervisor Fleming: _____

Councilwoman McGlasson: _____

Councilman Ruthven: _____

Councilman Huestis: _____

Councilman Denbaum: _____

VOTE: RESOLUTION CARRIED BY A VOTE OF _____ TO _____ ABSTAIN _____

State of New York)
County of Putnam) ss:

I, Yolanda D. Cappelli Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Kent at a meeting of said Board on _____, 2021

Dated: _____, 2021

Yolanda D. Cappelli, Town Clerk

TOWN OF KENT
NOTICE OF HEARING

AMENDMENTS TO THE KENT TOWN CODE
REGARDING ZONING AND SOIL REMOVAL

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Kent, New York, on January 19, 2021 an amendment to Kent Town Code amending Chapter 77 of the Code regarding Zoning and Chapter 63 of the Town Code regarding Soil Removal to regulate the responsible removal of soil in the Town of Kent.

NOW THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Kent, New York will hold a public hearing on the aforesaid Amendment at the Town Offices, 25 Sybil's Crossing, Kent, New York, on _____, 2021, at 7:00 p.m. in the evening of that day at which time all persons interested therein shall be heard. The Town Board will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: _____, 2021

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF KENT

YOLANDA D. CAPPELLI, TOWN CLERK

TOWN OF KENT
AMENDMENT TO
CHAPTER 77 AND CHAPTER 63 OF THE KENT TOWN CODE

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

Section 1. Chapter 77 of the Kent Town Code entitled “Zoning”, is amended to add a clarification to the Supplementary Use Regulations as follows:

§ 77-40 Prohibited uses in all districts.

Any other provisions of this chapter notwithstanding, and except as provided hereinafter, the following uses shall be prohibited in all districts.

- A. Any use which is noxious, offensive or objectionable by reason of the emission of smoke, dust, gas, odor or other form of air pollution; or by reason of the deposit, discharge or dispersal of liquid or solid wastes, in any form, in a manner or amount so as to cause permanent damage to the soil or any stream or to adversely affect the surrounding area; or by reason of the creation of noise, vibration, electromagnetic or other disturbance perceptible beyond the boundaries of the lot on which it is situated; or by reason of illumination by artificial light or light reflection beyond the limits of the lot on or from which such light or light reflection emanates; or which involves any dangerous fire, explosive, radioactive or other hazard, or which can cause injury, annoyance or disturbance to any of the surrounding properties or to their owners and occupants; and any other process or use which is unwholesome and noisome and may be dangerous or prejudicial to health, safety or the general welfare.
- B. Lighting facilities of any kind with light sources visible beyond the lot lines.
- C. Junkyards, auto wrecking yards or dumps, except a dump established as an official Town dump by the Town Board.
- D. Mobile home parks.
- E. Manufacture or storage of ammunition, explosives or fireworks.
- F. Satellite dish antenna greater than one meter in maximum diameter in a residential district or greater than two meters in maximum diameter in a nonresidential district.
- G. The omission of a use or type of use from these regulations shall be deemed to be an exclusion thereof from all districts.**

Section 2: Chapter 63 regarding Soil Removal is hereby amended to add the following provisions:

§ 63-1 Temporary permit.

The Town Board may grant a temporary permit for the excavation of sand, gravel, topsoil, rock and other natural material in accordance with the standards and procedures established in this chapter.

§ 63-2 Application procedures; fee; map and plan.

A temporary permit may be issued upon the filing of a written application with the Town Board, together with all applicable fees as set forth in § 63-2.1 and a map and plan prepared by and bearing the seal of a land surveyor or professional engineer duly licensed to practice in the State of New York, said map and plan to designate the following:

- A. Existing contour lines on the premises and proposed contour lines resulting from the intended excavation or removal of soil, shown on a map drawn to a scale of not less than 100 feet to the inch and with a contour interval not to exceed two feet.
- B. Existing and proposed drainage on the premises.
- C. Existing rivers, streams or watercourses on or adjacent to the premises.
- D. Adjoining properties and streets.
- E. Proposed truck access to the property.
- F. A stormwater pollution prevention plan (SWPPP) consistent with the requirements of the Town of Kent Code, Chapter 66, Articles IV and V. The SWPPP shall meet the performance and design criteria and standards in Chapter 66, Article IV. The approved permit shall be consistent with the provisions of Chapter 66.
- G. Such additional information as the Town Board may deem necessary in order to decide upon such application.

§ 63-2.1 Application fees.

All applications for a soil removal permit shall be accompanied by a fee which shall cover the reasonable cost associated with the processing and review of any such application submission or request, excluding SEQRA processing and review fees as set forth in Subsection E below.

- A. All application fees shall be nonrefundable and shall be in an amount set forth in a fee schedule established, and amended from time to time, by resolution of the Town Board. No fees shall be required from the Town or any of its districts. Fees shall be paid to the Town of Kent by certified check.
- B. The Town Board, in the review of any application presented to it, may refer such application to any planner, engineer, environmental expert, legal counsel or other

professional as such Board shall deem reasonably necessary to assist it in the review of such application as required by law. Fees charged by such professionals shall be in accordance with fees usually charged for such services in the metropolitan New York region and pursuant to a contractual agreement between the Town and such professional. All such charges shall be paid by the Town upon submission of a Town voucher.

- C. The Town Board may suspend its review of an application if all required fees are not paid to the Town of Kent. A building permit or certificate of occupancy or use shall not be issued unless all applicable fees charged in connection with the applicant's project have been paid to the Town.
- D. No application or request shall be deemed complete for review purposes without payment of any and all applicable fees.
- E. In the event that a positive declaration is issued by the approval authority, in accordance with the provisions and procedures of the New York State Environmental Quality Review Act (SEQRA), regarding the subject application, the following procedures shall be followed for that portion of the application review process:
 - (1) The approval authority may require the establishment of a SEQR escrow account funded by the applicant, from which withdrawals shall be made to reimburse the Town for the cost of professional review services. An applicant, upon request, shall be provided with copies of any voucher for such services as they are submitted to the Town. Such reimbursable costs shall be in addition to any and all other required fees by this or any other section of this chapter or any other Town law, ordinance or regulation.
 - (2) The applicant shall deposit with the Town SEQR escrow account funds as follows:
 - (a) The applicant shall deposit an initial escrow amount to be determined by the approval authority based on its evaluation of the nature and complexity of the application and the pending SEQR process. Said initial escrow amount is only an estimate and is for the convenience of the applicant, and shall not be binding upon the approval authority.
 - (b) When the balance in a SEQR escrow account is reduced to 1/2 of the initial escrow amount, the applicant shall deposit additional funds into such account to bring its balance up to 100% of the amount of the initial escrow amount, or to some lesser amount as deemed acceptable by the approval authority to complete the environmental review of the application. If such escrow account is not replenished within 20 days after the applicant is notified, in writing, of the requirement for such additional deposit, the approval authority may suspend its review of the application. A building permit or certificate of occupancy or use shall not be issued and no approval of plats, subdivisions, site plans, conditional use permits, special permits or any and all other development activities authorized by this chapter which are at the request of an applicant shall be granted unless all professional review fees charged in connection with the applicant's project have been reimbursed to the Town.
 - (c) SEQR escrow fees shall not exceed the amounts allowed pursuant to SEQR 6 NYCRR Part 617, as may be amended from time to time.

- (d) After all pertinent professional service charges have been paid, the Town shall, upon request, refund to the applicant any funds remaining on deposit in the SEQR escrow account.
- F. Collection of fees. All required fees shall be collected by the Clerk or Secretary of the Board having jurisdiction over the application.

§ 63-3 Public hearing.

The Town Board, upon receipt of the completed application as aforesaid described, shall hold a public hearing after publication of notice thereof in the paper designated by the Town Board at least 10 days prior to the hearing. The applicant is to receive 10 days' notice of the hearing by mail. The contiguous and adjacent property owners shall be notified by regular mail by the Town Clerk.

§ 63-4 Conditions of issuance.

- A.** The Town Board shall approve, modify and approve or disapprove the application within 30 days and may grant a temporary permit, not exceeding one year, if it shall find that such excavation will not result in an ecological change which is detrimental to the area in question, or the creation of any sharp declivities, pits or depressions or unsightly conditions, soil erosion, the destruction of the fertility of the land, depressed land values, or create any drainage or sewerage problems or other conditions which would impair the use of the property in accordance with the Zoning Ordinance, and that such excavation will be in harmony with the general purpose and intent of the Zoning Ordinance, and if the Town Board further finds that the operation to be permitted is capable of being completed within the time provided in the permit.

B. No operation shall be commenced or carried on which is primarily for the purpose of the sale or exchange of excavated topsoil, earth, sand, gravel, rock or other substance from the ground.

(1) A building permit for a building and/or its accessory structures shall be deemed to be a permit for such excavation and/or landfill necessary for the construction of that building and/or its accessory structures, provided that the volume of any excavated material removed from the property does not exceed two times the volume of the cellar and foundation of the dwelling and/or accessory structures for which the building permit was issued. The Building Inspector shall endorse the building permit to the effect that such excavation and/or landfill is permitted, specifying the maximum volume of excavated material which may be removed.

(2) In those cases where the Planning Board has approved, with or without conditions, the construction plans for proposed streets and drainage facilities in new subdivisions and site plans, the approved construction plans shall be deemed to be a duly issued permit for such operation within the rights-of-way and slope rights of the proposed streets and areas reserved for drainage facilities as may be necessary for their establishments, provided that if there is to be removal of excavated material, said removal shall be disclosed as an integral part of the approved plan

and duly endorsed thereon. All operations outside such street rights-of-way and slope rights and drainage facilities shall be subject to the permit and approval requirements of this subsection.

C. Exception. Municipal and other public operations. The provisions of this subsection shall not apply to operations of or conducted by the Town of Kent, County of Putnam or State of New York or any department or agency thereof.

D. Review procedure. The Town Board, in making its determination, shall report whether or not the proposed operation meets the following criteria:

(a) That the location and size of the proposed operation, the nature and intensity of the work involved in or conducted in connection with it and the size of the site in relation to it are such that, upon completion of the operation and the establishment of the permitted use, the site will be in harmony with the appropriate and orderly development of the district in which it is located.

(c) That the proposed operation will be incidental to the establishment, improvement or operation of a use permitted in the zoning district in which the property is located.

§ 63-5 Performance of work.

A temporary permit shall be granted subject to the work's being performed according to the following standards and conditions:

- A. The premises shall be excavated and graded in conformity with the proposed contour plan as approved.
- B. Slopes shall not exceed 15° to the horizontal or such lesser slope that the Town Board may specify as necessary for the public health or safety, soil stability or for the reasonable use of the property after completion of the excavation.
- C. No fixed machinery shall be erected or maintained in connection with the excavation and no building shall be erected on the premises except temporary shelters for machinery and a field office.
- D. There shall be no excavation or removal within 100 feet of any street or property line, except that where the property to be excavated is considerably above street grade at the street line, removal may take place at a lesser distance from the street line if approved by the Town Board.
- E. There shall be no sharp declivities, pits or depressions, and proper drainage will be provided to avoid stagnant water, soil erosion and water pollution during and upon completion of operations.
- F. After excavation or removal, the premises shall be cleared of debris within the time provided in the permit.

- G. The top layer of arable soil for a depth of 12 inches shall be set aside and retained on the premises and shall be respread over the premises, and a suitable ground cover shall be planted and grown to an erosion-resistant condition, upon the completion of the excavation or removal, in accordance with approved contour lines; and the permittee shall maintain and repair all streets and roads affected by the conduct of the excavation operations and by the transport of any and all materials to and from the site and within the site; and such work shall be completed within the time provided for in the permit.
- H. If required by the Town Board for the protection of health, safety and general welfare, the area to be excavated or a portion thereof shall be enclosed within a fence of such type, height and location as the Town Board may specify.
- I. The Town Board may establish a schedule, to be filed with the records of such application and temporary permit, showing:
 - (1) Limitations on the days of the week or the hours of the day during which any work may be performed on the premises.
 - (2) Limitations as to the size and type of machinery to be used on the premises.
 - (3) Place and manner of disposal of excavated material.
 - (4) Requirements as to the control of dust, noise and lighting, if permitted, so as to prevent results injurious or offensive to the general public.
- J. The Town Board shall require the applicant to submit monthly reports, prepared by and bearing the seal of a land surveyor or professional engineer licensed to practice in the State of New York, showing the status and progress of the excavation.
- K. The Town Board may alter any standards or conditions provided herein if in its judgment such alteration is necessary to maintain the purpose and intent of this chapter.
- L. The Town Board may require the applicant to comply with the provisions of the "Selective Clearing" section of the Town of Kent Road Specifications, which provide for and establish minimum clearing of natural vegetation of road and building sites and prevention of storage, stockpiling and maintenance of shed, shelters or any other materials or equipment which will disturb the natural environment.
- M. The applicant shall file with the Town Board a performance bond, in such form and with such surety as shall be acceptable to the Town Board, in such amount as the Town Board may deem sufficient to ensure the faithful performance of the work to be undertaken.

§ 63-6 Revocation of permit.

Any temporary permit issued pursuant to the provisions of this chapter may be revoked by the Town Board after notice in writing and a hearing, for the following reasons:

- A. Violation of any conditions of the temporary permit.

- B. Violation of any provisions of this chapter or any other law or regulation relating to the work permitted.
- C. The existence of any condition or the doing of any act constituting or creating a nuisance or endangering the life or property of another.

§ 63-7 Penalties for offenses.

Any person committing any offense against any provision of this chapter shall, upon conviction, be punishable as follows: by imprisonment for a term not exceeding 15 days or by a fine not exceeding \$250, or by both such fine and imprisonment.

Section 5. Severability.

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

Section 4: Effective Date.

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

Dated: _____, 2021

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT

[—] deleted text

_____ added text

Tamara Harrison

From: Recreation
Sent: Thursday, January 07, 2021 11:43 AM
To: Tamara Harrison
Cc: Maureen Fleming; William Huestis; Paul Denbaum; Jamie McGlasson; Christopher Ruthven
Subject: Eagle Scout Project @ Huestis Park

Hi Tamara,

As per our discussion, please add the presentation of a Emmerson Appleyard's Eagle Scout project at Huestis Park to the TBM agenda for 1/19. Emerson has proposed putting two benches out on the hiking trails at Huestis Park in a central location where two trails meet. He is currently working on his presentation and will have handouts for all board members sometime soon. Once I receive them I will send them over.

Thanks and if anyone has any questions about this project please let me know!

Jared

Tamara Harrison

From: Recreation
Sent: Tuesday, January 12, 2021 10:23 AM
To: Tamara Harrison
Cc: Richard Harris; ntag@hoganandrossi.com; Christopher Ruthven; Maureen Fleming; Paul Denbaum; Jamie McGlasson; William Huestis
Subject: For 1/19 Agenda: Online Registration Software
Attachments: Kent NY - CivicRec Proposal.pdf; Kent NY CivicRec Statement of Work.pdf

Hi Tamara,

As per my discussion with Maureen and Nancy, please add the discussion of Online Registration Software to the agenda for the Town Board Meeting on Tuesday the 19th of January. I have attached to this e-mail a proposal and quote from CivicRec - a branch of the company we currently use for our website - as well as information on their state contract below.

Contract: Distributor Based Software and Hardware

Contract # PD67647 (sometimes referred to as 'OGS' instead)

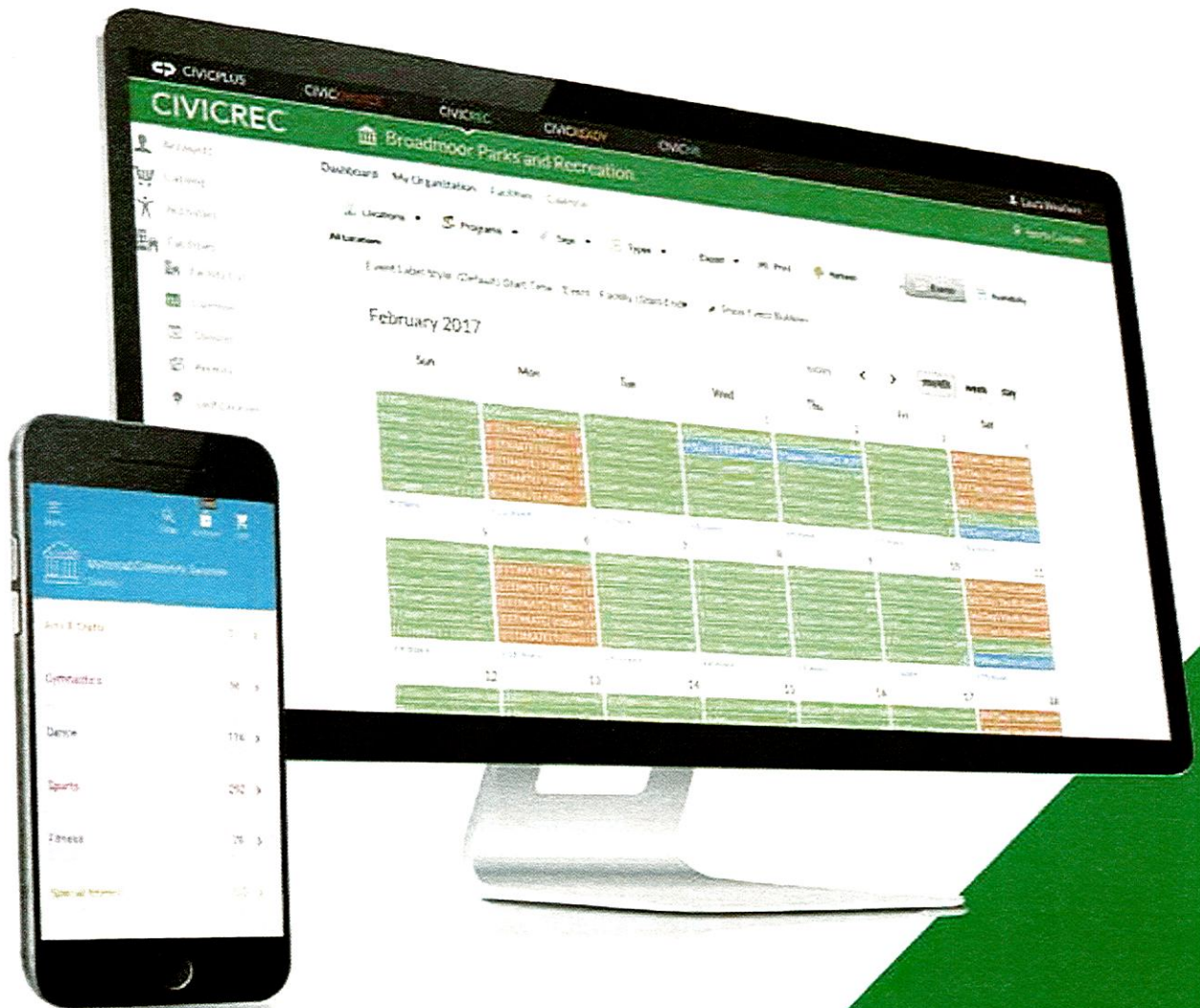
Website: <https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022876can.HTM>

Rich Harris and I have discussed and explored their software at length, sat through a demo, and checked references of other municipalities that use their software, and we feel confident that working with Civic in this endeavor will greatly improve the experience our residents have with Kent Recreation and will also increase the efficiency of our staff. He and I will both be present at the board meeting on the 19th to discuss the software and answer any questions, but in the meantime if anyone would like to discuss this with me in advance of the meeting please don't hesitate to reach out.

Thanks all!

Jared

CIVICREC[®]



Kent, NY

Recreation Management Solution

Presented by:

Natasha Martinez

Sales Manager

nmartinez@civicplus.com

785-370-7777



1300 Massachusetts Ave. | Foxborough, MA 01719
302 S. 4th Street, Suite 500 | Manhattan, KS 66502
www.civicplus.com

October 30th, 2020

Jared Kuczenski
Director of Parks and Recreation
25 Sybil's Crossing,
Kent Lakes, NY 10512

Re: Recreation Management System

Dear Jared:

Our mission is to help local government work better. Local governments are continually being asked to do more with less. Technology can be the solution, but complicated applications can cause more issues than they solve. The CivicRec Recreation Management System (RMS) is both comprehensive and convenient to manage and encourages citizen engagement in your park facilities and recreation activities.

Because we know you have unique values and goals for reaching out to your community, the CivicRec RMS will be tailored to meet your specific needs. By partnering with us, you'll receive:

- Unlimited user licenses
- Access to all CivicRec modules
- Ongoing software updates
- 24/7/365 support with secure hosting

With the CivicRec RMS, your staff will have an easy-to-use suite of cloud-based tools that will simplify the way your staff works while creating an engaging experience for your citizens.

Sincerely,

Natasha Martinez
Regional Sales Manager
nmartinez@civicplus.com
Direct Line 785-370-7777

Executive Summary

Exclusively for Parks & Rec	CivicRec has been developed exclusively for parks and recreation departments. It was not designed for another industry and altered to meet your needs. We have the focused vision and strategic direction to specifically cater to the functionality Kent Parks and Rec needs most.
Unlimited Users	There is no limit to concurrent users—receive the entire system with no user licenses to purchase or update.
All-Inclusive	All modules are available to all clients all the time at no additional cost.
Branded Public Portal	Encounter a seamless visual transition from your website to the RMS pages.
Social Sign-On	Your public can easily sign-on with their Facebook or Google accounts.
Quick Implementation	You can be up and going quickly with our proven implementation process that averages 18-22 weeks.
No Need to “Upgrade”	We have a track record of not only supporting our product, but also evolving it, so it consistently stays at the forefront of design, usability, and capability. Every software update (product enhancement) is available to all clients at no additional cost. You will always have brand new software!
Client Feedback	In order to keep our products fresh, CivicRec clients can submit product enhancement requests through an online ticket tracking system. We regularly accept and incorporate client feedback, which benefits our entire user base, at no cost.

Experience & References

Included are just a few examples of other government entities, similar in scope, who utilized CivicRec. We encourage you to contact our clients and let them tell you about their experiences working with the product, our process, and how we met their expectations.

Cherokee County Recreation and Parks Agency, Georgia

Neely Motiejunas
Administrative/Programs Assistant
Phone: 678-924-7768
Email: nmotiejunas@cherokeega.com

Gwinnett County Community Services, Georgia

John Register
Recreation Manager
Phone: 770-822-8819
Email: john.register@gwinnettcountry.com

La Mirada Community Services, California

Oliver Osuna
Supervisor
Phone: 562-943-7277
Email: osuna@cityoflamirada.org

CivicRec really is self-explanatory. That's what we like about it. It's not written in computer jargon, and the buttons are clearly labeled to indicate what they do. Our staff has quickly been able to learn how to utilize its functionality.

Jon Woodsby, Assistant Parks and Recreation Director
Spartanburg County, South Carolina

Features & Functionality

CivicRec will provide an integrated, web-based and hosted application recreation management system that is flexible, efficient, and modern. You'll find our robust set of easy-to-use tools the most comprehensive solution to meet your needs.

Facility Reservations

Easily take in-house and online reservations as well as reserve spaces for classes and sports with an integrated master calendar to avoid double bookings. It's easy to see availability with grid and map-based views with attached photos, descriptions, and rental rates. Generate and email complex permits as well as include waivers, prompts, and forms for a complete checkout process.



Activity Registration

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, and assign instructors. Easily take registrations in-house or allow residents and non-residents to register securely on the device of their choice. Email branded receipts and permits after checkout. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

Volunteer Management

CivicRec's volunteer management tool creates, manages, and organizes the volunteer opportunities. Within the Activity module, you can create volunteer roles and assignments specific to any events, classes, or activities. Citizens can select and register for volunteer roles from home and CivicRec will assist in tracking the time volunteers spend helping around the community with completely integrated reporting for tracking purposes.

Point of Sale

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers. Integrated inventory control will tell you how many of each item are available at each of your locations.

Citizen Dashboard / Management

With CivicRec's intuitive public dashboard, citizens can conveniently view notifications, upcoming events, tickets, and receipts. Family or organization members can be added with age and resident information for easy activity registrations. Administratively, your staff can manage user accounts in-house with tools like internal notes and flags as well as duplicate account prevention.

Membership Management

Easily sell memberships or punch cards, take member photos, print cards or associate barcode key tags, and check people into a facility. Leave credit and debit cards on file for future and recurring payments. Staff can see a history of the account's transactions.



League Management

Athletics staff can easily create leagues, draft players, assess skills, and generate schedules. Sign-up is easy for teams or individuals. With the "Scores & Schedules" and "Parent/Player Portal," your public and league participants will have easy access to current league information.

Ticketing



Easily generate general admission tickets for events. Public users will receive their tickets and receipt, which are always available in their transaction history. Tickets can then be printed or shown on their phone display to be scanned into our

mobile or desktop check-in screens.

Surveys

Participants will automatically receive post-program surveys requesting feedback. This information is captured and is presented back to staff to assist in determining how well your programming is being received.

Email / SMS Blasts

There are several links within CivicRec that allow for mail blasts. Many of our reports and roster views allow for mass mailings with just the click of a button. The People Finder report is particularly handy for mailings based on several different filters. SMS messaging is available to facilitate those particularly time-sensitive notifications like cancellations.

Group Permission Levels

Permissions set up through user groups are used on pages and functions to ensure access is limited based on a user's role.

Marketing / Brochures

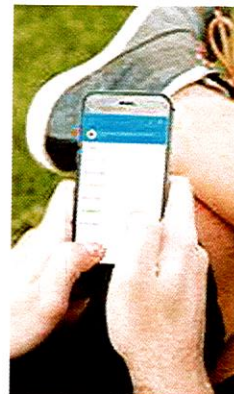
CivicRec information can be exported through our Adobe InDesign, plain text, or HTML. This tool is available with our solution and not a separate module that needs to be purchased.

Reporting / Financial Accounting

CivicRec has a very powerful reporting engine. There are over 100 canned reports. However, staff can basically take any report and customize it to their liking. Filters and fields can be added and/or removed. Reports can be sorted, saved, emailed, exported to Excel, or scheduled for regular delivery to any email address. CivicRec will gladly take any reasonable reporting request from a client and ensure that it is made available as requested.

Mobile Ready

When users register through CivicRec, they get the same great experience on their phone/tablet that they're used to experiencing on their desktops. This mobile responsive experience supports all the same waivers, prompts, discounts, and add-ons that the desktop version does. There's QR code support as well as social networking integration to make it easy for your users to connect with you.



Hardware Compatibility

Customers may opt for a variety of hardware peripherals to enhance the CivicRec experience. CivicRec can be integrated with magnetic stripe readers, barcode readers, thermal printers, cash drawers and more. While CivicRec does not directly provide hardware, we are happy to assist with procurement and implementation.

CP Pay™

Opt-in to use CP Pay™ - our secure, PCI-compliant, standalone payment gateway that is integrated within the CivicPlus Platform. Local governments can use CP Pay within any CivicPlus solution or third-party product. Providing flexible payment solutions, CP Pay™ offers integrations with commonly used payment gateways in addition to our recommended merchant account gateway – CP Pay Merchant.

Our recommended payment gateway, CP Pay Merchant, will relieve your finance and IT teams of the risk of maintaining and monitoring merchant processing responsibilities and vendor relationships. Take advantage of having all your payment transaction information in a consolidated area, while having the peace of mind that all digital financial compliance requirements are met and your chargebacks and refund requests area being managed for you. Key benefits of CP Pay Merchant include:

- Next day funding.
- Support for the latest secure digital transaction technology with Europay, MasterCard, Visa (EMV).
- Smart payment transactions (chip cards).
- Consolidated, real-time CP Pay reporting across products and third-party software.

Not only does CP Pay Merchant accept online payments, you will be able to accept secure payments in your office with the OpenEdge Hardware Program for CivicPlus. Because each device is encrypted specifically for the payment gateway, you'll need to leverage devices directly from OpenEdge for either a one-time purchase or rent. We are happy to assist in your procurement of such devices.

To utilize our recommended merchant account, CP Pay Merchant, separate merchant account fees and 3% + \$3.0 transaction fees will apply. Please reach out for additional information.

Supported Gateway Providers

Providing flexible payment solutions, CP Pay has a number of supported gateways that you can leverage for an additional set-up fee.

Sample Implementation

A typical CivicRec implementation averages 18-22 weeks. Your specific timeline can vary due to different training or integration needs as well as your schedule and availability. Once your final scope is determined, we will provide a detailed project plan specifically tailored to you.

Kick off

Project Kick-Off Materials

Review Kick-off materials, view proposed project timeline, and coordinate all training engagements

Phase 1

Round 1 Client Deliverables Due

Configuration Training

Payment Gateway Information

Training Sessions

Phase 2

Round 2 Client Deliverables Due

CivicPlus Public Page Build

Facility & Activity Import

CivicPlus will create the public page view to ensure it has the same look and feel of your current website and complete round 2 imports

Phase 3

Facilities / Activities Training

POS Training

Training Sessions

Training Session

Phase 4

Client Catalog Build Due

Catalog is fully built with all desired facilities and activities

Phase 5

System Preparation For Launch

Go Live & Sign Off

Project check in meeting to discuss preparation for Go Live, go over items that were imported, verify payment

New CivicRec product goes live, client introduced to Account Manager

Implementation Plan

Project Approach

During the implementation period, we will work together to import and/or configure production data, develop and test integration to third party systems, and complete system training with your lead and frontline staff. You will also have begun your marketing promotion for the new site and online registration. After front line training is complete, CivicRec will complete a final data import (if required) and you will ensure the site is fully configured and ready for launch. Once you have indicated a Go for launch, you will place a new link on your site which will redirect your customers to CivicRec. During this time, CivicRec is available to be on site with you or can be available remotely for immediate assistance should you desire.

CivicTraining™

Your virtual CivicTraining plan will be customized to meet your needs. We recommend a train-the-user approach with hands-on training for participants. Training is typically broken up by modules (Registration, POS, Reporting, etc.). Your questions will be addressed before Go Live so you are confident moving forward with your new system.

CivicTraining™

CivicRec can import certain data from your current database to your new RMS, leveraging our custom developed scripts and libraries. A data import of all GL Codes are included in all CivicRec implementations. Additional data imports include Users, Memberships, Residency, Activities, Facilities, and User Credits. To benefit from further data imports options, additional fees will apply.

CivicTraining™

You should consider the following roles for a successful project team:

- Project Executive – Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalation, and acts as project champion.
- Project Manager – Works closely with the CivicRec Implementation Consultant to facilitate the execution of project activities and logistics. Organizes training for recreation staff, front desk, supervisors, and managers.
- Lead Staff – Activity managers and facility managers within parks and recreation who will be doing the primary configuration and setup within the CivicRec system.
- Frontline Staff – Acts as end users of the system and will participate in end user training sessions.
- Information Technology – Coordinates with CivicRec on technical aspects of the system and transfer of data.
- Finance – Coordinates the payment gateway integration and works with CivicRec to properly configure the necessary accounting setup.
- Marketing – Identifies and communicates rollout and adoption process both internally and to the public.

Support, Hosting & Security

Around-the-Clock Service & Support

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence in using our site. Our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.

Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' products.

Technical Support

- Dedicated support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- 4-hour response during normal hours
- 24/7 emergency support
- CivicPlus Help Center - 24/7 access to online training manuals, troubleshooting solutions, and the CivicPlus Community

Maintenance

- Full backups performed daily
- Regularly scheduled upgrades, including fixes and other improvements
- Frequent installation of OS system patches and enhancements
- All updates are tested internally before being installed

www.civicplus.help – The Online Help Center

Our clients and their visitors have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff and your users to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics among members - along with other functional and engaging features and capabilities.

Dedicated Account Management

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon the launch of your CivicHR HRMS, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your system. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new human resources management system.

Hosting & Security

Secure Data Centers

CivicRec utilizes industry standards, insurance requirements, and PCI requirements to ensure that CivicRec is only accessed in the manner it's intended to be accessed and by people who are authorized to do so. Methods include:

- Physical security data centers: Netsolace (Tier II), Digital Reality (Tier III), and Rackspace (Tier III)
- Server firewalls
- Anti-virus scanning
- IP logging and filtering
- Application security monitoring

All data centers provide a network operation center with 24/7/365 monitoring of the data center environment, system availability, and performance. The data centers are SSAE 16 compliant.

Disaster Recovery/Redundancy

CivicRec has policies and procedures in place to ensure continuity and disaster recovery. We utilize local, replicated servers to ensure that copies of data, software, and files are always available and up to date. These servers can be rolled over in the event of hardware failure or other local issues. In addition, we have a process that encrypts backups once each day and sends them off site for purposes of disaster recovery. This process ensures that we can reconstitute our entire product and underlying data structure with limited downtime and loss of data.



PCI Compliance

For credit card security, CivicRec is certified as PCI SAQ-D (Service Provider) compliant. We maintain PCI compliance through an Approved Scanning Vendor (ControlScan). We are scanned monthly and provided a quarterly certificate of compliance, which is provided to our clients for use in their own PCI Compliance.

We also try – when possible – to take CivicRec (and you) completely out of PCI scope by leveraging “hosted” payment pages when available. Many payment gateways have payment forms that can be embedded within CivicRec (or that the browser can be redirected to) that ensure card data never touches the CivicRec servers. Instead, the card data is keyed directly into the payment gateway’s form, and CivicRec simply receives a notification that the payment was successfully made.

Investment Proposal

Jared Kuczenski

All quotes are priced per project and presented in US dollars.
Pricing is valid for 60 days from October 30th, 2020.

Our proposed project approach endeavors to meet all your RMS needs and expectations.
If, after additional discussion, a need for modifications is identified, a new pricing proposal will be provided.

Website Implementation

- System Development
- Project Implementation
- Eight (8) Hours of Virtual CivicTraining™
- CP Pay™ Merchant Account
- GL Code Import

Annual Services

- CivicRec Recreation Management Software Licensing
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Account Manager
- CivicRec reserves the right to reassess the historical data and transaction volume annually to ensure that the Annual Service Fees accurately reflects the transaction volume processed in the prior year
- Annual Service Fees are also subject to a cumulative annual 5% technology increase beginning Year 3

Total Investment -Year 1: \$5,500 Annual Services (Year 2): \$3,000
--

Investment Proposal

CP Pay Merchant Account

CP Pay Merchant will collect and disburse all credit card monies. Merchant account fees and percentage + transaction fee (3% + \$0.30 per transaction) apply. These are separate from your Annual Services.

Project Pricing

Our project pricing is presented as an all-inclusive, per-project cost. We have found that this type of pricing structure eliminates surprise costs and is overall more cost effective for our clients. Our goal is not to "nickel and dime" our clients with hidden fees or hourly rates.

We have presented the most cost effective solution while still meeting your needs. This model of pricing eliminates the uncertainty of paying by the hour and provides you with a concrete price that only varies if additional functionality of work, outside of the original project scope, is requested.

Functionality Disclosure

As we continue to evolve and improve our solutions to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients (no monetary value per feature) and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-12795-1

Date:

10/30/2020 9:42 AM

Expires On:

1/28/2021

Product:

CivicRec

Client:

Kent NY - CivicRec

Bill To:

Kent NY - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Natasha Martinez	785-370-7777	nmartinez@civicplus.com		Net 30

CivicRec - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable
1.00	CivicRec Standard	Standard package -Project Coordination -Branded Public Portal -Help Center Access	One-time
2.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec CP Pay Annual Fee	CP Pay Annual Fee	Renewable
1.00	CivicRec CP Pay Implementation	CP Pay Implementation Fee	One-time

List Price - Year 1 Total	USD 7,838.00
Total Investment - Year 1	USD 5,500.00
Annual Recurring Services - Year 2	USD 3,000.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in the third year of service. Client will pay all invoices within 30 days of the date of such invoice.
5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 138,474.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
6. For the purposes of obtaining merchant account services through CP Pay, Client may utilize the designated merchant account for CivicRec through an integrated partnership with Global Payments Integrated (fka) OpenEdge ("CP Pay Merchant"). In the event Client chooses CP Pay Merchant, Client will enter into a merchant account agreement with Global Payments. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses CP Pay Merchant, CivicPlus will facilitate Client and CP Pay Merchant communication for contracting purposes, and shall integrate the CP Pay Merchant account processor at no charge to Client. If Client desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, CivicPlus will provide Client with a list of approved processors, an integration fee will be included in Client's implementation fees. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including CP Pay Merchant.
7. When Client uses CP Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CP Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.
8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether it is CP Pay Merchant or otherwise.

Signature Page to Follow

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone**Emergency Contact & Mobile Phone****Emergency Contact & Mobile Phone****Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

Tamara Harrison

From: Recreation
Sent: Wednesday, January 06, 2021 1:36 PM
To: Tamara Harrison
Cc: Maureen Fleming; William Huestis; Jamie McGlasson; Christopher Ruthven; Paul Denbaum; ntag@hoganandrossi.com; Caleb Duncan
Subject: Grant for Recreation from Target
Attachments: Grant from Target for Soccer.pdf

Hi Tamara,

As per my discussion with you and Maureen, I'm happy to report that Kent Recreation is the recipient of a \$1000 grant from the Target Corporation (the retail chain). This grant has been earmarked for our soccer program, and we plan to use to improve our goals and other field equipment. If you could add the acceptance of this grant to the agenda for the board meeting on 1/19/2021, that would be most appreciated. All applicable information is attached to this e-mail.

Also, I'd quickly like give a special shoutout to Caleb Duncan from the grant writing firm we are using, as he helped us take advantage of this opportunity and secure the grant. Thanks Caleb!!

Thanks and please let me know if you have any questions.

Jared

Fw: Target Soccer Grant - Approved

Recreation <recreation@townofkentny.gov>

Wed 1/6/2021 12:52 PM

To: Nikki Santos <nsantos@townofkentny.gov>

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!

Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512

Program: Kent Recreation Soccer Program

Payment Amount: \$1,000.00

Grant Request ID#63457365

Dear Jared:

Target is pleased to inform you that your organization's grant request has been approved. Your grant check will be mailed from Scholarship America by mid December and is specifically for the program and amount referenced above. Please note that your grant check is void if it is not cashed within five months.

As always, Target grants are one-time gifts. By making annual commitments, we ensure we can remain flexible and respond to changing community and business needs.

Since 1946, Target has given 5 percent of profit to local communities. We are proud to partner with organizations like yours to meet the needs of our communities. Whether it's inspiring young minds, offering unique cultural experiences or meeting your community's most basic needs; we thank you for your continued commitment to making a difference.

Kind Regards,

Target Corporate Responsibility

CG/JMAIL/197408767

Tamara Harrison

From: Recreation
Sent: Friday, January 08, 2021 7:49 PM
To: Tamara Harrison
Cc: Maureen Fleming
Subject: For 1/19 Agenda: Paving of Ryan's Park
Attachments: p4515 Kent Parks and Recreation, Ryan Park Parking Lot Rehabilitation, Kent (2).pdf

Tamara,

As per our chat earlier in the week, please add the discussion of the Ryan's Park paving project to the agenda for 1/19. I've attached the engineering plans from Insite, and as noted in an earlier email, although 3 other companies were contacted, only Insite chose to submit a quote. An overview of their quote, which basically covers doing a 3-part conceptual plan of the entire parking situation at the park, is below.

- 1) Repaving all existing paved lots.
- 2) Redesigning the entranceway so that it flows better.
- 3) Scoping out an area for additional parking to the left of the basketball court.

From the conceptual plan we would then progress in two ways: for most of the paving we could immediately go out to bid using the specs from the conceptual plan. For the aspects of this project that would require further engineering (the entrance way redesign and additional parking lot), Insite will be providing us with the concept plan for the areas, the cost to fully design and engineer those areas, and an estimate on construction costs as well. Now traditionally a proposal for engineering services would include the concept and design plans all in one, but because the redesign of the entranceway and a potential new parking lot will take the most pre-planning, Insite felt it better to just begin with the concept plan, so that we can then proceed in the best fashion possible with respect to park use timelines and budgetary considerations.

It's my hope to discuss these plans and the feasibility of the project with the board on 1/19 and potentially advance the project forward to have Insite begin work. Please let me know if you need any further information.

Thanks!

Jared



November 23, 2020

Mr. Jared Kuczenski
Town of Kent Parks & Recreation
Kent Town Center
25 Sybil's Crossing
Kent Lakes, NY 10512

Via Email: recreation@townofkentny.gov

RE: Proposal for Engineering Services
Town of Kent Ryan Park Parking Lot Rehabilitation and Expansion
Town of Kent, New York

Dear Mr. Kuczenski:

Our firm, Insite Engineering, Surveying & Landscape Architecture, P.C. (Insite) is pleased to submit this proposal for engineering services for the Town of Kent Ryan Park. It is our understanding that you wish to repave the existing parking lots and add additional parking at the existing park.

1.0 QUALIFICATIONS

Insite is a firm with fresh ideas and a commitment to quality and service. Our experienced staff has been involved in numerous infrastructure redevelopment projects such as yours, so we are confident that we can service your project well. Insite is staffed with Professional Engineers, Landscape Architects and Land Surveyors, all registered in the State of New York, a full design team, and state-of-the-art computer-aided design and drafting systems. We believe our experienced and multidisciplinary firm provides you with the expertise necessary to bring this project to successful completion.

Insite's mission as a leader in the fields of civil engineering, land surveying, and landscape architecture has remained consistent since our inception in 1989; we deliver prompt, professional services driven by value and client's needs. *At Insite, we make commitments you can count on, and deliver solutions you can build on.*

2.0 SCOPE OF SERVICES

Based on our initial site visit with you at the park, there are three major components to this proposed project:

1. Repaving and Pavement Rehabilitation
2. Additional Parking
3. Driveway Entrance Improvements

Instead of preparing a proposal for the full project, it is our recommendation for Insite to perform an initial study and prepare a conceptual construction cost estimate. The study will provide the Town of Kent with a well thought out scope of work and realistic construction budgets for each phase of the project. This will allow the Town of Kent to properly allocate funding for these projects.

November 23, 2020

We anticipate the following tasks for the project:

2.1 Repaving and Pavement Rehabilitation

For this phase of the study, Insite will assess the existing pavement conditions throughout the park and propose the appropriate level of pavement remediation. There are some sections that are structurally sound that can be top coated with an asphalt pavement topcourse. Other sections appear to have severe structural failures and likely need a full depth pavement replacement. The intent of this study is to assess all of the different pavement areas within the park, and determine the most cost effective long term solution for the Town of Kent.

As part of this phase of the study, it is recommended that pavement cores be taken throughout the various areas of pavement throughout the park. The pavement cores will show us how much pavement and subbase exist, which areas can be simply repaved, which areas need only pavement removal and new pavement section, and which areas need a full depth pavement replacement including Item 4 subbase. Insite will procure the services of a pavement testing contractor to perform the pavement cores. The cost of the pavement cores is included in this proposal. It is anticipated to have approximately 10 pavement cores taken.

2.2 Additional Parking

It is understood that the Town of Kent would like to expand the existing parking at the park. There appears to be a wetland in the vicinity of the proposed parking lot. Based on the wetland size, it is expected that it will be a federal wetland regulated by the Army Corp of Engineers, and is not big enough to qualify as a Town of Kent wetland. Regardless, the limits of the wetland should be delineated as part of this study. It is recommended that the Town of Kent Planning Board Environmental Consultant delineate the wetland as part of this study. The cost for the Town's Environmental Consultant to delineate the wetland is not included in this proposal.

This task includes the conceptual design of a new parking lot at the Town park for budgeting purposes only. A schematic plan will be prepared showing the approximate limits of the new parking lot, the total number of new parking spaces anticipated, and the drive entrances/aisles.

2.3 Driveway Entrance Improvements

The park currently has two separate driveway entrances that are relatively close to each other. This task involves the redesign of the driveway entrance to eliminate the upper driveway entrance, and minor regrading at the lower driveway entrance to provide a smoother transition to both upper and lower areas of the park.

2.4 Proposed Pavement Improvement Sketch and Conceptual Construction Cost Estimate

This task includes the preparation of a proposed pavement improvement sketch. The sketch will show the different pavement areas to be rehabilitated, as well as the proposed parking area and the driveway entrance improvements. A conceptual construction cost estimate will also be prepared. The budget costs for each of the different tasks will be provided separately. This will allow the Town to divide the project into phases if all of the project components are too expensive to be constructed initially.

3.0 FEES FOR SERVICES

The deliverable for this proposal will be a pavement improvement sketch and a conceptual construction cost estimate that the Town can use to set aside budgets for the project.

November 23, 2020

Budgets for professional services provided by Insite for the scope listed above are as follows:

3.1	Repaving and Pavement Rehabilitation Assessment	Budget	\$500.00
	Pavement Core Samples (by Subcontractor) Estimated 10 Core Samples @ \$250/ea	Budget	\$2,500.00
3.2	Additional Parking Assessment	Budget	\$1,500.00
3.3	Driveway Entrance Improvements	Budget	\$800.00
3.4	Proposed Pavement Improvement Sketch and Conceptual Construction Cost Estimate	Budget	\$1,000.00

Insite's services will be billed monthly on a time and materials basis for all hours expended in accordance with the fee schedule in effect at the time the services are performed. Attached is Insite's current Fee Schedule, and General Terms and Conditions.

The scope of professional services as described in this proposal is inclusive of activities normally required for this type of project. The fees stated in this proposal do not include the following:

- Engineering services beyond those stated.
- Surveying services.
- Wetland delineation (assumed to be performed by Town's Environmental Consultant).
- Design drawings or permitting.
- Services resulting from significant changes in the general scope, extent, or character of the project or its design, beyond the control of Insite.
- Reimbursable expenses per attached fee schedule.

4.0 AUTHORIZATION TO PROCEED

Should you find this proposal acceptable and wish to retain Insite to provide professional services, please sign this proposal in the Authorization to Proceed section, and return it to our office. A fully executed copy of this proposal will be returned to you for your files.

This proposal is valid for 30 days from the date of this letter.

Thank you for this opportunity to submit this proposal. Should you have any questions or require any additional information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By: JMW
John M. Watson, P.E.
Senior Principal Engineer

JMW/amk

Insite File 00006.4515

November 23, 2020

AUTHORIZATION TO PROCEED

This will authorize Insite Engineering, Surveying & Landscape Architecture, P.C. to proceed with professional services in accordance with this Proposal, and confirms the Client's acceptance of the attached Fee Schedule, and General Terms and Conditions (Agreement). Upon Insite's acceptance of this Proposal or commencement of the services, the Proposal, Fee Schedule and General Terms and Conditions shall constitute the Agreement between the Client and Insite.

In order to help us respond to your concerns promptly, please provide the following information pertinent to this project: address if other than on proposal, contact person if other than yourself, and phone numbers where you and/or contact may be reached during the day.

Signature: _____	Contact: _____
Client Name: _____	Office #: _____
Date: _____	Fax #: _____
Address: _____	Cell #: _____
_____	Email: _____

INSITE ACCEPTANCE:

Accepted By: _____	Date: _____
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Insite File No. 00006.4515



2020 PROFESSIONAL SERVICES SCHEDULE

(Page 1 of 2)

FEE SCHEDULE

Senior Principal	\$198./hr.
Principal	\$180./hr.
Senior Project Personnel (Engineer, Landscape Architect, Surveyor)	\$156./hr.
Project Personnel (Engineer, Landscape Architect, Surveyor, Designer)	\$142./hr.
Senior Designer, Senior Field Technician, Senior Survey Technician	\$120./hr.
Design Engineer/Landscape Designer/CADD Specialist/Survey Technician II	\$114./hr.
Designer/Survey Technician I	\$102./hr.
CADD Operator/Field Technician	\$86./hr.
Junior Technician	\$76./hr.
Administration	\$56./hr.
Survey Field Crew (2-person)	\$220./hr.
Survey Field Crew (1-person)	\$166./hr.

Survey field crew rates stated are not based on prevailing wage rates. Assignments requiring prevailing wage rate surveying will require rate adjustments based on applicable prevailing wage rates specific to the assignment.

All hours are billed portal to portal. In addition, reimbursement is required for all actual expenses incurred including mileage (rate of \$0.60 per mile), special equipment, plotting, printing, postage, express deliveries, and related items.

GENERAL TERMS AND CONDITIONS

Insite shall mean only INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C., and Client shall mean the party that executed the attached Agreement.

Payment Unless otherwise provided in this Agreement, Insite shall invoice Client monthly as provided in the attached agreement. Insite submits invoices on a monthly basis or upon completion of each task, whichever comes first.

Invoices are payable within 15 days of the invoice date. Accounts remaining unpaid more than 15 days after the invoice date are subject to 1 percent interest per month (12 percent annually), starting from the date of the invoice. In addition, Insite may, after 30 days from the date of the invoice, suspend services until Insite is paid in full for amounts due for services rendered.

Changes in Scope Client shall have the right within the general purpose and intent of the project to change, add or delete items from services in writing and subject only to the agreement of Insite with respect to the effect on cost and schedule.

Non-Responsibility Insite shall not be responsible for construction means and methods, site safety, or pollution control.

Client Responsibilities Client shall on a continuing basis throughout the term of this Agreement; maintain a designated representative, who shall be reasonably available to meet with Insite on Client's behalf; provide Insite with all relevant project related data available to Client; and unless otherwise provided arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by Insite for performance of services.

Insite Engineering, Surveying & Landscape Architecture, P.C.
2020 PROFESSIONAL SERVICES SCHEDULE (Page 2 of 2)

GENERAL TERMS AND CONDITIONS (Continued)

Change in Law Client shall bear the cost of any material change in, or addition to, services resulting from a change in law or interpretation effective after the date of this Agreement.

Force Majeure Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a Force Majeure event or circumstance beyond its reasonable control.

Other Use of Results Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of Insite in performing services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the project and are intended solely for use by Client in connection with the project. Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon Insite's receipt of payment in full. Client agrees to defend, indemnify and hold harmless Insite from and against any and all losses arising from Client's direct or indirect use of Documents or Results, other than for their intended use in connection with project.

Release of Digital Files Insite at its sole discretion may provide the client with digital files in accordance with Insite's Digital File User Agreement. Should electronic files be issued, they are issued for convenience only, and are not certified by Insite.

Indemnification Subject to the provision of these General Terms & Conditions, Insite agrees to indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees, successors and assigns. To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold Insite harmless from losses arising in connection with project.

Insurance Throughout the term of this Agreement, Insite shall maintain insurance including Worker's Compensation; Automobile; General Liability; and Professional Liability insurance.

Liability The maximum liability of Insite, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to these General Terms & Conditions shall be limited to the cost of the services, or \$1,000,000, whichever is less.

Limitation of Damages The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

Suspension of Services Client shall have the right to suspend all or part of the services, provided Client gives Insite at least seven (7) days' notice of the dates each suspension is to begin and end.

Termination Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice. In the event this Agreement is terminated by either party, Client shall pay in full for services performed and costs reasonably incurred by Insite, its agents and subcontractors up to the effective date of termination.

Assignment Except as otherwise provided herein, this Agreement shall not be assignable by either party, in whole or in part, without the prior written consent of the other party.

Notice All notices shall be given to the other party in writing by electronic delivery, hand delivery, express mail, or U.S. mail service providing proof of delivery.

Integration This Agreement shall constitute the entire agreement between the parties.

Modification This Agreement shall not be modified or replaced, in whole or in part, except by written amendment.

Interpretation This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York.

Severability If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.

Waiver Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

Tamara Harrison

From: Richard Othmer
Sent: Friday, January 08, 2021 1:36 PM
To: Tamara Harrison
Cc: Municipal Repairs; Lana Cappelli; Deputy1; Deputy2; Accountant; Payroll Kent; Kent Highway
Subject: Board Meeting Agenda

Tamara;

Please put me on the next agenda to have the purchase of a 3500 Dodge Plow Pick-up & a 5500 Dodge Plow / Sander Dump Truck from Robert Greene Inc.

Nick will get you the VIN #'s & numbers on Monday.

Thanks;

Richie

ROBERT GREEN TRUCK DIVISION
 ROUTE 17 EAST EXIT 107, P.O. BOX 8002
 ROCK HILL, N.Y. 12775
 PHONE 845-794-0300 FAX 845-794-0295

rev-04/01/08

ONONDAGA CTY #ONGOV-106-19 STATEWIDE PIGGY BACK CONTRACT TRUCKS TRUCK EQUIPMENT
 8/14/2020

KENT, TOWN OF
 25 SYBIL'S CROSSING
 KENT LAKES,NY 10512
 NICK MANCUSO
MUNICIPALREPAIRS@TOWNOFKENTNY.GOV

BASE MODEL LESS 26%/FACTORY OPTIONS LESS 10%/NON OEM EQUIPMENT LESS 50%

PH 845 225-6612
 FX 845 225-9464
 VN 2020 RAM 5500 WITH STAINLESS DUMP, PLOW, SPREADER

		RS GREEN		
QTY		UNIT PRICE	NET PRICE	TOTAL
1	2020 RAM DP0L63, 5500, DRW, 4X4, 60" CA	43,870.00	32,463.80	\$32,463.80
1	FACTORY TO DEALER DESTINATION CHARGE		1,695.00	\$1,695.00
1	ETN-6.7 LITER I6 CUMMINS DIESEL ENGINE	7,745.00	6,970.50	\$6,970.50
1	DF2-6 SPEED AISIN HD AUTO TRANSMISSION	1,600.00	1,440.00	\$1,440.00
1	CAB COLOR WHITE/ HD VINYL INTERIOR			
1	MRT-CHROME TUBULAR SIDE STEPS	495.00	445.50	\$445.50
1	LAY-LED TAIL LAMPS	95.00	85.50	\$85.50
1	A61-POWER WINDOWS, KEY FOBS, HEATED MIRRORS	995.00	895.50	\$895.50
1	AH2-AMBULANCE PREP GROUP	895.00	805.50	\$805.50
1	AHD-HEAVY DUTY SNOW PLOW PREP GROUP	395.00	355.50	\$355.50
1	ADE-ENGINE BLOCK HEATER	175.00	157.50	\$157.50
1	XNR-MANUAL DPF REGENERATION	\$ 245.00	\$ 220.50	\$220.50
1	XHC-TRAILER BRAKE CONTROL	\$295.00	\$265.50	\$265.50
1	TY5-TRACTION TIRES	\$250.00	\$225.00	\$225.00
1	9'X96" 3-4 YD E-SERIES TIPPER, 14" SIDES, 20" TAILGATE, LB510SA ELEC	\$18,298.00	\$9,149.00	\$9,149.00
1	TAILGATE HITCH GUARD	\$368.00	\$184.00	\$184.00
1	VERTICAL SIDE BRACES & 3 PANEL TAILGATE	\$762.00	\$381.00	\$381.00
1	QUICK DROP TAILGATE	\$158.00	\$79.00	\$79.00
1	PATCHGATE	\$868	\$434	\$434.00
1	BODY UPLIGHT	\$444	\$222	\$222.00
1	BOXED TOP RAIL	\$634.00	\$317.00	\$317.00
1	UPGRADE DUMP BODY TO STAINLESS STEEL	\$10,000.00	\$5,000.00	\$5,000.00
1	7 GAUGE FLOOR	\$634.00	\$317.00	\$317.00
1	DONOVAN 2000X MANUAL COVER ,MANUAL RETURN, CAB LEVEL CRANK AND PULL BAR			
1	INCLUDES: MESH TARP AND INSTALLATION UP TO 93" WIDE BODIES	\$968.00	\$484.00	\$484.00
1	SWENSON 9' MDV944SS 4.0 YARD STAINLESS STEEL DUAL MOTOR ELEC	\$15,324.00	\$9,194.40	\$9,194.40
1	BOSS 10.0' HEAVY DUTY STRAIGHT STEEL PLOW	13,094.00	6,547.00	\$6,547.00
1	SNOW DEFLECTOR FOR 10' STRAIGHT OR V-PLOW	\$800.00	\$400.00	\$400.00
1	RGTD-PZ975 97.5DBL BACK UP ALARM	\$168.00	\$84.00	\$84.00
1	ANTICORROSION PROTECTION & UNDERCOAT	\$559.00	\$279.50	\$279.50
1	FIRE EXTINGUISHER	\$67.00	\$33.50	\$33.50
1	REFLECTOR KIT	\$35.00	\$17.50	\$17.50
1	FRONT MUDFLAPS - TRUCK TYPE	\$182.00	\$91.00	\$91.00
1	PLASTIC REAR FENDERS	\$928.00	\$464.00	\$464.00
1	7 WIRE FLAT TRAILER RECEPTACLE	\$318.00	\$159.00	\$159.00
1	PINTLE HOOK WITH "D" RINGS 12 TON CAP	\$602.00	\$301.00	\$301.00
1	STAR MODEL 255HTC AMBER STROBE - CAB MOUNTED	\$540.00	\$270.00	\$270.00
1	STROBE LIGHTS AT DUMP BODY REAR PILLARS	\$1,264.00	\$632.00	\$632.00
1	FRONT TIMBREN LOAD BOOSTERS	\$682.00	\$341.00	\$341.00

ROBERT GREEN TRUCK DIVISION
 ROUTE 17 EAST EXIT 107, P.O. BOX 8002
 ROCK HILL, N.Y. 12775
 PHONE 845-794-0300 FAX 845-794-0295

rev-04/01/08

ONONDAGA CTY #ONGOV-106-19 STATEWIDE PIGGY BACK CONTRACT TRUCKS TRUCK EQUIPMENT

1	REAR TIMBREN LOAD BOOSTERS	8/14/2020	\$914.00	\$457.00	\$457.00
			SUB TOTAL		\$81,863.20
			DELIVERY		\$200.00
			FED EXCISE TAX		
			TOTAL		\$82,063.20

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rev-04/01/08

ONONDAGA CTY #ONGOV-106-19 STATEWIDE PIGGY BACK CONTRACT TRUCKS TRUCK EQUIPMENT
 8/14/2020

KENT, TOWN OF
 25 SYBIL'S CROSSING
 KENT LAKES, NY 10512
 NICK MANCUSO
 MUNICIPALREPAIRS@TOWNOFKENTNY.GOV

BASE MODEL LESS 26%/FACTORY OPTIONS LESS 10%/NON OEM EQUIPMENT LESS 50%

PH 845 225-6612
 FX 845 225-9464
 VN 2020 RAM 3500 ALUM PLATFORM/PLOW

		RS GREEN		
QTY		UNIT PRICE	NET PRICE	TOTAL
1	2020 RAM D28L62, TRADESMAN 3500 REG CAB, 4X4, SRW	38,245.00	28,301.30	\$28,301.30
1	FACTORY TO DEALER DESTINATION CHARGE		1,695.00	\$1,695.00
1	6.4 LITER GAS ENGINE, 8 SPEED AUTO TRANS, HD VINYL INTERIOR			
1	PBJ-HYDRO BLUE PEARL COAT CAB	100.00	90.00	\$90.00
1	XBC-DELETE PICK UP BOX	-400.00	-360.00	-\$360.00
1	TCP-LT275/70R18E ON/OFF ROAD TIRES INCLUDED WITH SNOW CHIEF			
1	TBE-FULL SIZE SPARE TIRE AND WHEEL	295.00	265.50	\$265.50
1	MRU-BLACK TUBULAR SIDE STEPS	445.00	400.50	\$400.50
1	LHL-AUXILIARY SWITCH PANEL INCLUDED WITH SNOW CHIEF PKG			
1	DMF-4.10 AXLE RATIO	145.00	130.50	\$130.50
1	A61-POWER WINDOWS, KEY FOBS, HEATED MIRRORS	895.00	805.50	\$805.50
1	AD2-SNOW CHIEF GROUP	\$ 545.00	\$ 490.50	\$490.50
1	XHC-INTEGRATED TRAILER BRAKE CONTROL	\$295.00	\$265.50	\$265.50
1	ADB-SKID PLATE PACKAGE INCLUDED WITH AD2 SNOW CHIEF			
1	H8W 8' x 88" PLATFORM, 42" RACKS	\$7,160.00	\$3,580.00	\$3,580.00
1	FOR ALUMINUM HEAVY DUTY PLATFORMS			
1	ADD TO WOOD PLATFORM	\$4,368.00	\$2,184.00	\$2,184.00
1	FIRE EXTINGUISHER	\$67.00	\$33.50	\$33.50
1	TRIANGLE REFLECTOR KIT	\$35.00	\$17.50	\$17.50
1	REAR TIMBREN LOAD BOOSTERS	\$914.00	\$457.00	\$457.00
1	RGTD-PZ975 97.5DBL BACK UP ALARM	\$168.00	\$84.00	\$84.00
1	ANTICORROSION PROTECTION & UNDERCOAT	\$559.00	\$279.50	\$279.50
1	FRONT MUDFLAPS - TRUCK TYPE	\$182.00	\$91.00	\$91.00
1	ANTI SAIL MUDFLAPS INSTALLED REAR WHEELS	\$318.00	\$159.00	\$159.00
1	STROBE LIGHTS OVAL REAR OF BODY, (2) CODE 3 XTP4A FRONT GRILLE	\$1,990.00	\$995.00	\$995.00
1	STAR MODEL 255HTC AMBER STROBE - CABSHIELD MOUNTED	\$540.00	\$270.00	\$270.00
1	FRONT TIMBREN LOAD BOOSTERS	\$682.00	\$341.00	\$341.00
1	BOSS 9.0' SUPER DUTY STRAIGHT STEEL PLOW	\$10,380.00	\$5,190.00	\$5,190.00
1	SNOW DEFLECTOR	\$500.00	\$250.00	\$250.00
	SUB TOTAL			\$46,015.80
	DELIVERY			\$200.00
	FED EXCISE TAX			

ROBERT GREEN TRUCK DIVISION
ROUTE 17 EAST EXIT 107, P.O. BOX 8002
ROCK HILL, N.Y. 12775

rev-04/01/08

PHONE 845-794-0300 FAX 845-794-0295

ONONDAGA CTY #ONGOV-106-19 STATEWIDE PIGGY BACK CONTRACT TRUCKS TRUCK EQUIPMENT
8/14/2020

TOTAL

\$46,215.80

rev-04/01/08

KENT, TOWN OF
25 SYBIL'S CROSSING
KENT LAKES,NY 10512
NICK MANCUSO
MUNICIPALREPAIRS@TOWNOFKENTNY.GOV

PH 845 225-6612
FX 845 225-9464
VN 2020 RAM 3500 MECHANICS TRUCK

		RS GREEN		
QTY		UNIT PRICE	NET PRICE	TOTAL
1	2020 RAM D28L62, TRADESMAN 3500 REG CAB, 4X4,SRW	38,245.00	28,301.30	\$28,301.30
1	FACTORY TO DEALER DESTINATION CHARGE		1,695.00	\$1,695.00
1	6.4 LITER GAS ENGINE, 8 SPEED AUTO TRANS, HD VINYL INTERIOR			
1	PBJ-HYDRO BLUE PEARL COAT CAB	100.00	90.00	\$90.00
1	XBC-DELETE PICK UP BOX	-400.00	-360.00	-\$360.00
1	TCP-LT275/70R18E ON/OFF ROAD TIRES INCLUDED WITH SNOW CHIEF			
1	TBE-FULL SIZE SPARE TIRE AND WHEEL	295.00	265.50	\$265.50
1	MRU-BLACK TUBULAR SIDE STEPS	445.00	400.50	\$400.50
1	LHL-AUXILIARY SWITCH PANEL INCLUDED WITH SNOW CHIEF PKG			
1	DMF-4.10 AXLE RATIO	145.00	130.50	\$130.50
1	A61-POWER WINDOWS, KEY FOBS, HEATED MIRRORS	895.00	805.50	\$805.50
1	AD2-SNOW CHIEF GROUP	\$ 545.00	\$ 490.50	\$490.50
1	XHC-INTEGRATED TRAILER BRAKE CONTROL	\$295.00	\$265.50	\$265.50
1	ADB-SKID PLATE PACKAGE INCLUDED WITH AD2 SNOW CHIEF			
1	READING CLASSIC II 98G (56"CA SRW)	\$13,530.00	\$6,765.00	\$6,765.00
1	ALUMINUM DECK PLATE GRAVEL GUARD ON FRONT OF BODY	\$324.00	\$162.00	\$162.00
1	STEEL WINDOW GUARD FOR OPEN UTILITY BODY	\$918.00	\$459.00	\$459.00
1	ROLL ON LINER, FLOOR, SIDES, GATE, AND TOP OF BOXES	\$1,858.00	\$929.00	\$929.00
1	FIRE EXTINGUISHER	\$67.00	\$33.50	\$33.50
1	TRIANGLE REFLECTOR KIT	\$35.00	\$17.50	\$17.50
1	REAR TIMBREN LOAD BOOSTERS	\$914.00	\$457.00	\$457.00
1	GOODALL 12-400 30' JUMP START KIT	\$1,082.00	\$541.00	\$541.00
1	GOODALL 11-612 POWER UNIT WITH COMPRESSOR	\$29,212.00	\$14,606.00	\$14,606.00
1	RGTD-PZ975 97.5DBL BACK UP ALARM	\$168.00	\$84.00	\$84.00
1	ANTICORROSION PROTECTION & UNDERCOAT	\$559.00	\$279.50	\$279.50
1	FRONT MUDFLAPS - TRUCK TYPE	\$182.00	\$91.00	\$91.00
1	ANTI SAIL MUDFLAPS INSTALLED REAR WHEELS	\$318.00	\$159.00	\$159.00
1	STROBE LIGHTS OVAL REAR OF BODY, (2) CODE 3 XTP4A FRONT GRILLE	\$1,990.00	\$995.00	\$995.00
1	STAR MODEL 255HTC AMBER STROBE - CABSHIELD MOUNTED	\$540.00	\$270.00	\$270.00
1	GOLITE REMOTE CONTROL WORKLIGHT LED	\$1,710.00	\$855.00	\$855.00
1	AFF #3944 HDVISE MOUNTED REAR BUMPER WITH PLATE	\$700.00	\$350.00	\$350.00
1	FRONT TIMBREN LOAD BOOSTERS	\$682.00	\$341.00	\$341.00
1	BOSS 9.0' SUPER DUTY STRAIGHT STEEL PLOW	\$10,380.00	\$5,190.00	\$5,190.00
1	SNOW DEFLECTOR	\$500.00	\$250.00	\$250.00
		SUB TOTAL		\$64,918.80
		DELIVERY		\$200.00
		FED EXCISE TAX		
		TOTAL		\$65,118.80

Bid Opening
Highway Sand & Street Sweeping
January 8, 2021 Noon at the Kent Town Hall

Present: Supervisor Fleming, Highway Superintendent & Town Clerk Cappelli

Highway Sand

Harlem Valley Sand & Gravel, Inc. 138 Kent Road, Wassaic, NY 12592

Washed Highway Sand FOB Plant \$13.49 Del. 311 \$19.74 Del. 301 \$21.74 Non-Collusion enclosed

Street Sweeping

Three D Industrial, 3 Browns Lane, Hawthorne, NY 10532

\$510 per mile \$920 Per Diem. Non Collusion enclosed



8140 State Route 12
Barneveld, NY 13304
(315) 798-1328

Annual Software Support Plan for the Town of Kent's Image Mate Desktop
Effective Dates of Support: January 1, 2021 through December 31, 2021

SDG shall provide telephone and email support during normal working hours, 8:30 am -5:00 pm EST, Monday through Friday. This support is intended to ensure that the Image Mate software is functioning as intended. SDG will respond in a timely manner to any support issue brought to our attention by Town officials regarding the Image Mate suite of software. SDG shall make available to the Town of Kent Assessment Department all **standard** software enhancements, as defined below, to the desktop version of the Image Mate Suite of desktop software currently owned by the Town. This software includes Image Mate as well as the RPS Version 4 data extraction utility as it pertains to the desktop version of Image Mate. SDG will also provide Town of Kent with technical guidance in support of the planning of computer network infra-structure modifications and upgrades that affect the software components listed above.

Software Support covers the following:

Planning department licenses:	1
Codes department licenses:	2
Fire Inspection licenses:	1

In the event that SDG is unable to resolve a support issue using telephone and/or email support, SDG will employ remote desktop access software, such as WebEx, to perform remote desktop troubleshooting. In the unlikely event that this method does not resolve the issue, an SDG field engineer may provide on-site support. However, this software support plan does not include service for induced problems such as:

- Installation of additional programs (third party programs, operating systems, service packs, etc.) that render the system inoperable.
- Reconfiguration of network resources (server reconfiguration, hard drive reconfiguration).

Resolution of induced problems will be billed at a rate of \$85 per hour including travel time. SDG's normal rate for all Software Support is currently at \$125 per hour. The lower rate of \$85 per hour is guaranteed by SDG throughout the effective dates of this Software Support Plan, as noted above, when the Town accepts this Plan.

Software Enhancement Classifications

- 1) **Standard** – Software improvements to the current release for purposes such as increasing system performance or fixing reproducible software errors (bug fixes). The cost to the Town for these **Standard** software enhancements will be included in the fee paid by the Town to Systems Development Group for the annual support plan.
- 2) **Custom** – This classification includes client requested software changes that would add or increase current system functionality. Work of this type will be billed at a rate of \$100 per hour. SDG's normal rate for enhancements of this type as identified by the New York State Office of General Services is set at \$147 per hour. The lower rate of \$100 per hour is guaranteed by SDG throughout the effective dates of this Software Support Plan, as noted above, when the Town accepts this Plan.

Town of Kent agrees to pay SDG an annual fee of \$1,500.00 for this software support. This agreement will be reviewed annually and, if necessary, renegotiated by the Town of Kent and SDG.

This Agreement shall be construed and interpreted under and per the laws of the State of New York.

Town of Kent

Systems Development Group, Inc.

By: _____

By: John Kelly

Name: _____

Name: John Kelly

Title: _____

Title: President/CEO

Date: _____

Date: 01/01/2021

Tamara Harrison

From: Accountant
Sent: Wednesday, December 16, 2020 8:54 AM
To: Tamara Harrison
Subject: Fw: Notice to Participants: An Important Message From The NYLAF Executive Director- Dennis Kane
Attachments: NYLAF Notice and Resolution.doc

Hi Tamara,

This should go on the agenda for one of the meetings in January. This is the fund where we sometimes invest our money allowed under GML. Its pretty much just a formality. All fund members need to approve the name change.

Thank you,
 Yulia

From: Shuler, Kenneth <kenneth.shuler@rbc.com>
Sent: Tuesday, December 15, 2020 2:45 PM
To: Accountant <accountant@townofkentny.gov>
Cc: +rbcwm-CMG <rbc-cmg@rbc.com>
Subject: FW: Notice to Participants: An Important Message From The NYLAF Executive Director- Dennis Kane

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,

I just left you a voicemail message in regards to the attached.

If you have any questions, I am happy to walk through this with you.

Thank you and have a great day!

Best Regards,

Kenny

Ken Shuler
 Relationship Manager
Public Fund Services

IMPORTANT NOTICE FROM NYLAF

To all Participants of the New York Liquid Asset Fund (NYLAF):

The NYLAF Board of Directors are pleased to announce an upcoming enhancement to our Fund.

After a review conducted by RBC Global Asset Management (U.S.), Inc. (RBC GAM-US) and PMA Financial, LLC (PMA), along with the full support of the Board of Directors, RBC GAM-US has agreed to transition its roles as the investment consultant and marketing agent and its full relationship management team to PMA (NYLAF's current Administrator since 2015) to create a stronger Fund for the future.

PMA's history of providing exceptional products and services to 14 LGIPs (Local Government Investment Pools) across the nation aligns well with the Fund's approach, and this crucial element played an important part in the strategic review. Creating stronger economies of scale will provide the Fund's Participants with increased benefits, and greater efficiencies to meet their needs today and into the future.

RBC GAM-US fully supports this enhancement, which includes transitioning to PMA team members who have worked with NYLAF since 2007. These individuals have played an important role in supporting NYLAF's growth, and they will continue to do so with PMA as they assist hundreds of school districts and municipalities on a daily basis.

On November 19, 2020, in support of this transition, the Governing Board (the "Governing Board") of the New York Liquid Asset Fund ("NYLAF") approved certain changes (collectively, the "Amendment") to the Municipal Cooperation Agreement, amended and restated as of August 1, 2019, that governs NYLAF (the "Agreement").

The Amendment changes the Investment Advisor from RBC Global Asset Management (U.S.), Inc. (RBC GAM-US) to PMA Asset Management, LLC and changes the Marketing agent from RBC Capital Markets, LLC to PMA Securities, LLC. An Affiliate of these companies, PMA Financial Network, LLC currently serves as the Administrator for NYLAF.

In order for the Amendment to take effect, Sections 10.1 and 13.1 of the Agreement require, within 60 days of the adoption of the Governing Board's resolution, each Participant adopt a resolution approving such amendment and any additional terms required in connection therewith.

As such, we have attached a resolution authorizing the Amendment and ask that each Participant's board adopt said resolution (by majority vote) and return a certified copy to jstorch@jeffstorchlaw.com by January 29th, 2021.

If you have any further questions, please contact myself or Jeff Storch, the attorney for NYLAF or Rajesh Chainani "RC", at the addresses below.

Dennis Kane
Email: dennis.kane@nylaf.org
Phone: 716.479.1341

Jeff Storch
Email: jstorch@jeffstorchlaw.com
Phone: 646.694.9699

Rajesh Chainani (RC)
Email: rajesh.chainani@rbc.com
Phone: 866-99-NYLAF (Option 2.1)

Thank you in advance for your attention to this matter and have a wonderful holiday season.

Dennis Kane
Executive Director



RESOLUTION OF THE BOARD OF _____, NEW YORK

WHEREAS, the undersigned, being a majority of the Board of the _____ (the "Board"), hereby adopt, and by executed counterpart, approve, as of the ____ day of _____, 20____, the following actions and resolutions:

WHEREAS, the _____ (municipality/school district) is a Participant in the New York Liquid Asset Fund ("NYLAF"), as defined in a Municipal Cooperation Agreement, as amended and restated as of August 1, 2019 (the "Agreement"); and

WHEREAS, the Governing Board of NYLAF (the "Governing Board") wishes to amend the definition of Investment Consultant and Marketing Agreement to be PMA Asset Management, LLC and PMA Securities, LLC, respectively;

WHEREAS, the Governing Board has adopted a resolution on November 19, 2020 to effect such change and seeks approval of each Participant;

WHEREAS, pursuant to Section 13.1 of the Agreement, each Participant has 60 days from the date of the adoption of the Governing Board's resolution authorizing the proposed change by the Governing Board to approve the proposed amendment; and

WHEREAS, (A) a Participant shall be deemed to have given notice of approval of the proposed amendment if it has theretofore delivered to the Governing Board an executed counterpart of the proposed amendment and a certificate, in a form acceptable to the Governing Board, to the effect that: (i) such Participant has held any necessary public hearings, conducted any necessary referenda and obtained any necessary consents of governmental agencies; (ii) the proposed amendment has been approved by a majority vote of the voting strength of such Participant's governing body; and (iii) such Participant has satisfied any other requirements applicable to its making contracts; or (B) a Participant shall be deemed to have given notice pursuant to the provisions of Section 7.2 hereof of its intent to withdraw from the Agreement;

NOW, THEREFORE, BE IT:

RESOLVED, that the Board approves the following:

(a) the Definitions set forth in Article I of the Agreement shall be amended as follows:

"Investment Consultant" means PMA Asset Management, LLC, or such other Person who shall be acceptable to the Governing Board.

"Marketing Agent" means PMA Securities LLC, or any other Person or Persons appointed or employed or contracted by the Governing Board pursuant to Sections 4.2 and 10.2 hereof.

"Services and Marketing Agreement" means any agreement entered into with respect to any of the Portfolios by the Governing Board with the Marketing Agent pursuant to this Agreement in connection with the execution of securities transactions and the delivery of securities.

(b) any other references in the Agreement to RBC Global Asset Management (U.S.), Inc. (RBC GAM-US) or RBC Capital Markets, LLC in the Agreement now be amended to read "PMA Asset Management, LLC" or PMA Securities LLC."

RESOLVED, that (i) no other public hearing, necessary referenda or governmental consents are necessary for the Board to approve the amendment set forth above and there are no additional requirements of the Board in connection with such approval and (ii) the Board has satisfied all other requirements applicable to its making contracts in connection with its role as Participant.

RESOLVED, that adoption of this resolution by the Board and its certification by the Clerk shall serve as (i) evidence of the approval of the amendment by majority of the Board, (ii) the executed counterpart of the proposed amendment, and (iii) the certificate required by Section 13.1(c) of the Agreement, and shall constitute Participant approval of the amendment requested by the Governing Board;

Member _____ submitted the above resolution and moved for its adoption. The motion was seconded by Member _____. The Board of _____ was polled. The motion was adopted by a vote of _____ affirmative votes (being at least a majority of the voting strength of the Board) with _____ negative votes and _____ votes absent.

The undersigned hereby certifies that (s)he is the Clerk of the _____ and that the foregoing is a true and accurate record of the resolution duly adopted at a meeting of the Board of _____ held on _____, 20__.

SEAL

Clerk: _____





emailed: TC 40 AP



1 2f

CALCULATED FIRE PROTECTION CO., INC. CFP

SYCAMORE SQUARE, SUITE 2
2510 ROUTE 44
SALT POINT, NY 12578

PHONE (845) 677-5201
FAX (845) 677-5208
www.calculatedfire.com

December 29, 2020

Kent Town Centre
25 Sybil's Crossing
Kent Lakes, NY 10512

Re: **Inspection Report**

To Whom It May Concern,

Based on our inspection conducted on Thursday December 10, 2020, please be advised that the following conditions exist. The associated cost for each repair is listed next to the description of the condition. Please note that the prices do not include sales tax.

- **Police Station** – The Anti-Freeze temperature is high at +20 degrees Fahrenheit, due to a leaking 4" check valve, for the "jell" protection. This means that the antifreeze will jell once temperatures reach 20 degrees or lower. When the solution jells, the sprinkler pipe and heads will clog during activation, preventing the water from extinguishing the fire. Additionally, the jelled solution could cause damage to the system piping. We recommend a drain, flush, and recharge of the system with (40) gallons of glycol antifreeze. While the system is drained, the leaking 4" GxG check valve will be removed & replaced with new.

...\$1,675.00

We thank you for the chance to work together and your interest in our Company. We look forward to serving your fire protection needs. If you would like to schedule us to complete this work or have any questions/concerns, please contact us at (845) 677-5201.

Sincerely,
Calculated Fire Protection Co., Inc.
Inspection Division

Chloe Higgins



Corporate Office
100 Newtown Road
Plainview, NY 11803
631.435.0437

Branch Office
115 Twinbridge Drive
Pennsauken, NJ 08110
856.768.2367

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
973.614.0091

Standby Power Maintenance Agreement

Customer Info

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

Agreement Prepared by

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

Agreement #: AAAQ59051

Contract Start: 12/1/2020

Contract Term: see below

Please select one:

One (1) Year (requires yearly renewal)

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

* No fee for early termination

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

Make	Model	Generator/Eng S/N	KW Rating	Times per Year	Service Type	Unit Price	Ext. Price
Cummins	QSL9G2	733225948	Town Hall	1	A Service	\$850.00	\$850.00
				1	B Service	\$275.00	\$275.00
Generac	3552120100	2074365	Police Dept	1	A Service	\$720.00	\$720.00
				1	B Service	\$250.00	\$250.00
Cummins	QSB5G3	Onan DSFAE	Highway Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Kohler	48RCLB	33GGGMGK0015	Highway Dept Rt 301	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
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:		\$4,970.00
					* Customer will pay GenServe the Total amount for "B" Service:		\$1,775.00
					* 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:							\$7,285.00

Sales tax will be charged where applicable.



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

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

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

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

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

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

GenServe is an Equal Opportunity Employer.

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

GenServe, LLC

By: Mark Intoccia

Date: 12/9/2020

Town of Kent

By:

Date:

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
973.614.0091

Corporate Office
100 Newtown Road
Plainview, NY 11803
631.435.0437

Branch Office
115 Twinbridge Drive
Pennsauken, NJ 08110
856.768.2367



TERMS AND CONDITIONS

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



TERMS AND CONDITIONS

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

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

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

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

15. **NO WAIVERS** - Except as expressly 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, LLC will perform the Work as listed in this agreement and as indicated on Customer's equipment covered under this agreement. Inspections will be made during normal business working hours. Equipment manufacture and rating which are covered under this agreement are as listed. Prices for the Work are as indicated herein and on the service rate schedule.

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

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

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

RATES:

Scheduled Rates

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

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



PREVENTIVE MAINTENANCE CHECK LIST

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

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

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



CREDIT CARD AUTHORIZATION FORM

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

Customer/Company Name:

AMERICAN EXPRESS / VISA / MASTERCARD

Name on Card: _____

Credit Card Number:

Expiration Date: _____

Security Code:

Credit Card Billing Address:

Street: _____

City: _____

State: _____

Zip Code: _____

Telephone: (____) _____ - _____

(fax number or e-mail is required)

Fax: (____) _____ - _____

E-mail:

Cardholder's

Signature _____ **Date** _____

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

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



GENSERVE INC. CUSTOMER CONTACT SHEET

CUST# 10- _____

BILL TO NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

ATTN: _____

MAIN NUMBER: _____

FAX NUMBER: _____

SITE LOCATION: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

MAIN NUMBER: _____

EMAIL ADDRESS: _____

ACCOUNTS PAYABLE CONTACT: _____

NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PURCHASE ORDER REQUIRED: YES _____ NO _____

METHOD OF PAYMENT: _____

TAX EXEMPT: YES _____ NO _____

(IF TAX EXEMPT, PLEASE SUPPLY A CURRENT TAX EXEMPT CERTIFICATE)

PLEASE FILL OUT AND UPDATE THIS CONTACT SHEET SO THAT WE HAVE THE CORRECT INFORMATION

EMAIL COMPLETED SHEET TO: YDejesus@genserveinc.com OR FAX TO: 631- 435 2273

Thank you for your assistance in this matter.