

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, January 22, 2019**

Executive Session – 6:15 p.m.

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

Workshop –

1. Pledge of Allegiance
2. Planning Board – discussion of amendment to Article III of Chapter 77 of the town code and new member
3. Lake Carmel Fire Department – service awards program for 2018.
4. Municipal Repairs – auctioning of four vehicles/equipment
5. Highway Department – bond release for TM# 30.20-1-15, trade in and upgrade of 2 pieces of equipment, auction or scrapping of 2 pieces of equipment, and purchase of 2 pieces of equipment.
6. Police Department – new copier contract and scheduling software proposal
7. Amendments to Property Maintenance code
8. Amendments to Food Truck law
9. Partners in Safety 2019 Service Agreement
10. Outreach Worker Contract
11. Announcements
12. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a. Approve new member to Planning Board
 - b. Approve members that qualified for 2018 Service Awards
 - c. Authorize auctioning of 4 vehicles and equipment
 - d. Approve highway bond return for TM# 30.20-1-15
 - e. Approve trade in and upgrade of 2 pieces of highway equipment
 - f. Approve the auctioning or scrapping of 2 pieces of highway equipment
 - g. Approve the purchase of 2 pieces of highway equipment using CHIPS funding
 - h. Approve copier contract for Police Department
 - i. Approve TimeClock Plus contract for Police Department scheduling software
 - j. Set public hearing date for amendments to Property Maintenance law
 - k. Set public hearing date for amendments to Food Truck law
 - l. Tax settlement TM# 31.-2-28
 - m. Approve service agreement for Partners in Safety
 - n. Approve Outreach Worker Contract
3. Vouchers and Claims
4. Correspondence
5. Public comment

RESOLUTION
TOWN BOARD OF THE TOWN OF KENT

Motion by Councilperson _____

Second by Councilperson _____

The following proposed local law, to be known as Local Law No. __ of 2019, entitled A LOCAL LAW OF THE TOWN OF KENT, PUTNAM COUNTY, NEW YORK TO AMEND CHAPTER 77 "ZONING" OF THE TOWN CODE OF THE TOWN OF KENT TO AMEND THE ALLOWABLE USES IN THE R-80 DISTRICT' is hereby introduced.

WHEREAS, the Town Board of the Town of Kent has received a communication from the Town Planning Board in regard to amending the language of the R-80 District to allow Nursing Homes, Convalescent Homes, and Alternative Care Housing as permitted uses in that district subject to site plan review and approval; and

WHEREAS, according to said communication the failure to include Nursing Homes, Convalescent Homes, and Alternative Care Housing as permitted uses in the R-80 District was an oversight during the adoption of the new town zoning law in November 2008; and

WHEREAS, the lack of action to amend the regulations to allow Nursing Homes, Convalescent Homes, and Alternative Care Housing would impede a proposed expansion and rehabilitation of the Putnam Nursing Home located on Luddingtonville Road; and

WHEREAS, the Town Board has determined that the proposed amendment must be referred to the Putnam County Department of Planning; and

WHEREAS, because the recommendation in support of the amendment was at the initiative of the Town Planning Board a referral of the proposed amendment to the Planning Board pursuant to §77-63 of the Zoning Law is hereby waived;

NOW THEREFORE BE IT RESOLVED, the Town Board hereby sets a public hearing on the proposed amendment to Article III of Chapter 77 of the Town of Kent Code for _____, 2019, at 7:00PM, or as soon thereafter as the matter may come to be heard, in the Town Hall, Town of Kent, 25 Sybil's Crossing, Kent Lakes, New York; and

BE IT FURTHER RESOLVED, The Town Board hereby states that because only the Town Board can consider and adopt changes to the Town Code that it is the only involved agency, and the Board hereby declares that it is the Lead Agency for purposes of coordinating the environmental review of this matter pursuant to Article 8 of the Environmental Conservation Law; and

BE IT FURTHER RESOLVED, The Town Board refers this matter to the Putnam County Department of Planning and Economic Development for a recommendation pursuant to GML 239-m; and
BE IT FURTHER RESOLVED, The Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding towns of the date, the time, and the purpose of the public hearing pursuant to GML 239-nn.

BE IT ENACTED by the Town Board of the Town of Kent:

Article III of Chapter 77 of the Town of Kent Code shall be amended as follows:

ARTICLE III. R-80 Residential District

§ 77-7. Purpose and Permitted Uses.

This district is intended to conserve the more rural land areas within the Town by promoting a balance of open space and low-density, single-family residential uses consistent with natural resource constraints, the conservation of open space areas, and other compatible land use opportunities. In an R-80 Residential District, no building or premises shall be used and no building shall hereafter be erected, altered or added to unless otherwise provided in this chapter, except for one or more of the following uses:

A. Principal permitted uses. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.

- (1) One-family dwellings, not to exceed one dwelling on a single lot.
- (2) (*) Public parks, playgrounds and recreational areas; firehouses, police stations and other public buildings and uses.
- (3) (*) Cemeteries for the interment of human remains; no crematorium.
- (4) (*) Regularly organized elementary or high schools having a curriculum approved by the Board of Regents of the State of New York, and subject to the following:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, parking or loading area, or part thereof, shall be located within 100 feet of any street line nor within 50 feet of any property line.
- (5) (*) Places of religious worship, including part-time religious schools, provided that no building or part thereof and no parking or loading area shall be located within 75 feet of any street line nor within 50 feet of any property line; and parish houses, parsonages and rectories which shall comply with the requirements set forth herein for one-family dwellings.
- (6) (*) Nursing home, convalescent home, and alternative care housing provided:
 - a) The minimum lot shall be five acres
 - b) No building or part thereof or any parking or loading area shall be located within 100 feet of any street or lot line.
 - c) The lot shall be have frontage on a county or state road, and such county or state road frontage shall serve as the primary point of ingress and egress to the facility.
- (7) (*) Nursery schools, family day-care home, or day-care centers subject to § 77-44.5 of this chapter.

(8)(*) Public utility structures and rights-of-way, but excluding utility offices, garages, storage yards, and communication facilities.

(9) Agricultural uses as defined in New York State Agriculture and Markets Law, provided that no building in which farm animals are kept and no storage of manure shall be located nearer than 100 feet to any street line or property line, and provided further that the keeping of horses and livestock shall be permitted only on lots having an area of two acres plus one acre for each such animal in excess of one. In addition, no greenhouse heating plant shall be located nearer than 50 feet to any street line or property line. One farm stand exclusively for the sale of agricultural products grown on the premises is permitted.

*Town of Kent, NY
Thursday, January 17, 2019*

Chapter 77. Zoning

Article III. R-80 Residential District

§ 77-7. Purpose and permitted uses.

This district is intended to conserve the more rural land areas within the Town by promoting a balance of open space and low-density, single-family residential uses consistent with natural resource constraints, the conservation of open space areas, and other compatible land use opportunities. In an R-80 Residential District, no building or premises shall be used and no building shall hereafter be erected, altered or added to unless otherwise provided in this chapter, except for one or more of the following uses:

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- (1) One-family dwellings, not to exceed one dwelling on a single lot.
 - (2) (*) Public parks, playgrounds and recreational areas; firehouses, police stations and other public buildings and uses.
 - (3) (*) Cemeteries for the interment of human remains; no crematorium.
 - (4) (*) Regularly organized elementary or high schools having a curriculum approved by the Board of Regents of the State of New York, and subject to the following:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, parking or loading area, or part thereof, shall be located within 100 feet of any street line nor within 50 feet of any property line.
 - (5) (*) Places of religious worship, including part-time religious schools, provided that no building or part thereof and no parking or loading area shall be located within 75 feet of any street line nor within 50 feet of any property line; and parish houses, parsonages and rectories which shall comply with the requirements set forth herein for one-family dwellings.
 - (6) (*) Nursery schools, family day-care home, or day-care centers subject to § 77-44.5 of this chapter.
 - (7) (*) Public utility structures and rights-of-way, but excluding utility offices, garages, storage yards, and communication facilities.
 - (8) Agricultural uses as defined in New York State Agriculture and Markets Law, provided that no building in which farm animals are kept and no storage of manure

shall be located nearer than 100 feet to any street line or property line, and provided further that the keeping of horses and livestock shall be permitted only on lots having an area of two acres plus one acre for each such animal in excess of one. In addition, no greenhouse heating plant shall be located nearer than 50 feet to any street line or property line. One farm stand exclusively for the sale of agricultural products grown on the premises is permitted.

B. Permitted accessory uses. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.

- (1) (*) Off-street parking and loading in accordance with the provisions of Article XI of this chapter.
- (2) (*) Streets, roads, driveways, utilities, and infrastructure subject to § 77-6D.
- (3) Home occupations in accordance with the provisions of § 77-41 of this chapter.
- (4) Artist studio, subject to special use permit approval by the Zoning Board of Appeals pursuant to § 77-44.6 of this chapter.
- (5) Private swimming pools and tennis and deck tennis facilities in accordance with the provisions of § 77-42 of this chapter.
- (6) (*) Signs in accordance with the provisions of Article X of this chapter.
- (7) Satellite antennas which receive and/or transmit, are less than one meter in maximum diameter, and which do not produce or contribute to the production of emission levels exceeding the emission standards adopted, from time to time, by the FCC, based on the maximum equipment output.
- (8) Other customary accessory uses and buildings, provided that such uses shall not include any activity conducted as a business.

C. Special uses permitted subject to the approval by the Planning Board in accordance with the provisions of § 77-59 of this chapter. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.

- (1) (*) Golf courses and country clubs, exclusive of clubs whose activities include the maintenance, storage or takeoff or landing of aircraft, subject to the following requirements:
 - (a) The minimum lot area shall be 50 acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (2) (*) Private membership clubs, operated by nonprofit membership corporations, exclusively for members and their guests, including ice-skating, swimming, tennis, squash or other similar clubs, subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.

- (3) (*) Institutions of higher learning, including colleges and universities, seminaries, convents, technical schools and the like, including accompanying service and administrative buildings and recreation facilities, subject to the following requirements:
 - (a) The minimum lot area shall be 100 acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (4) (*) Hospitals authorized by the Department of Health of the State of New York, excluding hospitals with facilities for correctional purposes, subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (5) (*) Eleemosynary institutions (other than correctional institutions, drug rehabilitation centers or institutions for the insane, but excluding administrative headquarters or branch office buildings thereof), subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (6) (*) Commercial recreation uses, day camps, vacation campgrounds, seasonal camps, and horseback riding establishments, including stables, maintenance and service buildings and other accessory structures and uses incidental to the outdoor recreation area, subject to the following requirements:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (7) (*) Communication facilities subject to the following requirements:
 - (a) The minimum lot area for a communication facility involving a communication tower shall be based upon the compliance with the required minimum yard areas as set forth below, but in no case shall the minimum lot area be less than two acres.
 - (b) The maximum height of any communication tower shall not exceed 100 feet.
 - (c) No other principal use shall be permitted on a lot containing a communication tower.
 - (d) For the purposes of calculating maximum lot coverage, coverage by a communication tower shall include the outer rectangular area drawn about the perimeter of the tower's base and any anchoring (such as guy wires).
 - (e)

For a communication tower with a height of 80 feet or less, no part thereof shall be located within a distance equal to the height of the communication tower, plus the minimum yard area requirements set forth below, of any street or lot line.

- (f) For a communication tower with a height in excess of 80 feet, no part thereof shall be located with a distance equal to twice the height of the communication tower of any street or lot line.
- (g) All permitted accessory structures, buildings, and ground equipment associated with a communication tower shall be completely enclosed and shall conform with the minimum yard requirements set forth below.
- (h) All communication facilities shall be subject to the additional supplementary use requirements and standards set forth in Article **XII**, § **77-44.1** of this chapter.

D. Special uses permitted subject to the approval by the Zoning Board of Appeals.

- (1) Accessory apartment subject to § **77-70** of this chapter.



LAKE CARMEL FIRE DEPARTMENT INC.

851 ROUTE 52, CARMEL, NY 10512-9953

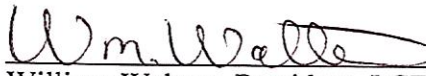
RECEIVED
TOWN OF KENT
2019 JAN -7 4 08 10

Yolanda D Cappelli
Town of Kent
25 Sybil's Crossing
Kent Lakes, N Y 10512
Jan. 7, 2018

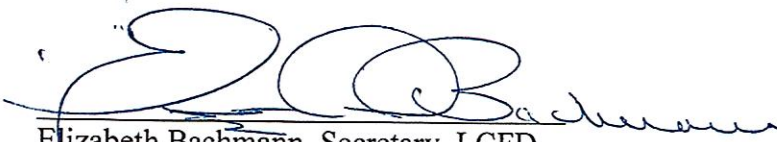
Ms Cappelli:

We the undersigned certify that the enclosed list includes all members who have successfully qualified for the Service Awards Program for the year 2018. Please have the list approved in writing by the town Supervisor and return all original documentation to the Lake Carmel Fire Department. It will then be forwarded to the plan administrators so that they can update their records.

Thank You


William Walters, President, LCFD


TJ Donohue, Chief, LCFD


Elizabeth Bachmann, Secretary, LCFD

As per town resolution adopted on Nov. 27, 2018 , the town of Kent accepts the enclosed list for the Service Awards Program for the year of 2018.

I, Yolanda D Cappelli, Town Clerk of the Town of Kent, County of Putnam, State of New York, do hereby certify that this list was accepted by the Town of Kent Board at their meeting of 2018.

Yolanda D Cappelli, Town Clerk

Maureen Fleming, Town Supervisor



LAKE CARMEL FIRE DEPARTMENT INC.

851 ROUTE 52, CARMEL, NY 10512-9953

Members of the Lake Carmel Fire Department who qualified for the Service Awards Program for 2018.

ADAMS, J.
BACHMANN, E.
BELLMIO, T.
BELLMIO, T.A.
BENSON, BOB
BENSON, ROBERT
BENSON, RYAN
BISHOP, M.
BRADSHAW, M.
CECERE, N
CHURCHILL, D.
CRANSTON, J
DELLARIPA, C
DONOHUE, T.J.
DZUBAK, M
EHRET, T
FIORENTINO, V.
FITZSIMMONS, M.
FORBES, W.
FRY, C.
GAFFNEY, J.
GALLAGHER, J.
HALLISEY, E
HAMMOND, D.
HILL, D
KEANE, G.
KECK, E
KEHER, J
LAUNZINGER, K.

LEWIS, C.
LEWIS, J.
LOWNDES, D
MADSEN, L.
MADSEN, M.
McCARTHY, F
MENT, E.
MORIN, R.
NORCINI, J.
O'ROURKE, D.
RIESDORPH, H.
RIVERA, C.
RODDA, M.
RODRIGUEZ, L.
ROSE, J.
ROSE, M.
RYAN, P.
SCHAEFFLER JR, E.
SCHAEFFLER, E.
SCHLEGEL, R.
SCOTT, E.
SHANNON, C.
SHANNON, R. II.
STADLER, L.
SULLIVAN, T.
THARAS, J.
TULLY, B.
WAHLERS, N.
WALTERS, W.



TOWN OF KENT MUNICIPAL REPAIRS

*62 Ludington Court
Kent Lakes, New York 10512*

(845) 225-6612

Fax (845) 225-9464

E-mail: municipalrepairs@townofkentny.gov

Nicholas Mancuso, Service Manager

January 15, 2019

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

Subject: Sale of vehicles/equipment

Supervisor Fleming and Kent Town Board,

After surveying some town vehicles/equipment I have found 4 units that have reached the end of their service life. They have become rusted and rotted beyond repair and will not pass state inspection as is. It is my recommendation to sell these on Auctions International which has proven to bring exceptional returns in the past.

Town Hall #1, a 2010 Chevy Impala, VIN 2G1WD5EM7A1172192
Town Hall #111, a 2006 Chevy Tahoe, VIN 1GNEK13Z46R156585
Recreation #73, a 2006 Chevy Silverado, VIN 1GCHK23U56F127078
Parks Dept. #65, a 1987 Case Backhoe Model#580, VIN 17426611

Awaiting your approval.

Sincerely Nicholas Mancuso.

Municipal Repairs Service Manager

TOWN OF KENT HIGHWAY DEPARTMENT

62 LUDINGTON COURT

KENT LAKES, NEW YORK 10512

(845) 225-7172 fax (845) 225-9464

email: highwaykent@townofkentny.gov

Adj B
5

Date 12-24-18

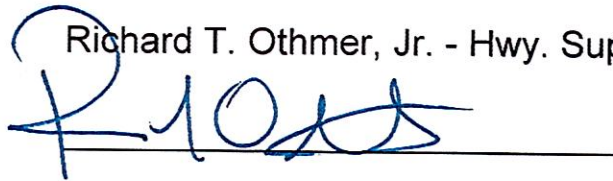
TO: The Town Supervisor and the Kent Town Board
FROM: Richard T. Othmer, Jr., Highway Superintendent

RE: Driveway Bond Release

Please release the Driveway Bond that was submitted by Pasquale Cavallo on October 29, 2002 with check #846 for property located at 106 Tibet Drive, Kent Lakes, NY 10512.

This property was purchased by Paul Roncallo and he submitted a new bond in the amount of \$500.00 on December 18, 2018 with check #479 for the property located at 106 Tibet Drive in his name.

Richard T. Othmer, Jr. - Hwy. Supt.



Name Pasquale Cavallo

Street 106 Tibet Drive

Tax Map # 30.20-1-15

RECEIVED
KENT TOWN
2019 JAN -8 PM 3:25

Original to Town Clerk – Copies to Building Inspector & Finance Dept. @ Town Hall _____



TOWN OF KENT MUNICIPAL REPAIRS

62 Ludington Court
Kent Lakes, New York 10512
(845) 225-6612
Fax (845) 225-9464

E-mail: municipalrepairs@townofkentny.gov
Nicholas Mancuso, Service Manager

January 17, 2019

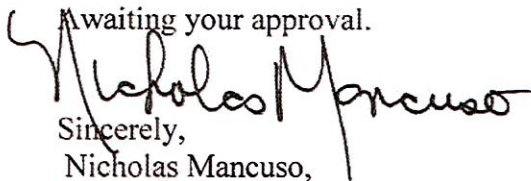
Maureen Fleming, Town Supervisor
Kent Town Board
25 Sybil's Crossing
Kent Lakes, NY 10512

Subject: Sale of vehicles/equipment

Supervisor Fleming and Kent Town Board,

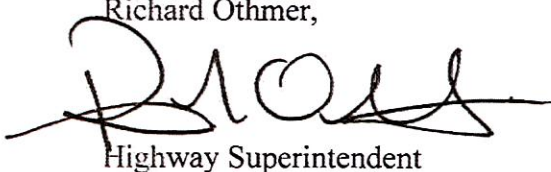
It has been brought to my attention, the condition of truck #88, a 1979 Brig 10 Wheel Dump with Vin# T49CCAV566881. After my inspection it is my recommendation to eliminate this vehicle from our fleet. It is a 40 year old truck that has become so rusted and rotted that it is beyond repair. I would also recommend selling truck #86, a 1994 International Tractor with Vin# 2HSFHGMR7RC089938. This vehicle has around 800,000 miles on it, the engine is weak and losing power and the integrity of the truck is being compromised by extensive rust and rot. It is my recommendation to sell both vehicles on Auctions International which has proven to bring exceptional returns in the past. If we have no response on Auctions International, as the equipment is substantially outdated, we will scrap it. Whichever brings the most value to the Town of Kent.

Awaiting your approval.


Sincerely,
Nicholas Mancuso,

Municipal Repairs Service Manager

Richard Othmer,


Highway Superintendent



TOWN OF KENT HIGHWAY

62 Ludington Court

Kent Lakes, New York 10512

(845) 225-6612

Fax (845) 225-9464

E-mail: highwaykent@townofkentny.gov

Richard T. Othmer, Highway Superintendent

January 17, 2019

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

Subject: Sale of Skidsteers

Supervisor Fleming and Kent Town Board,

With the increasingly large projects to be completed within the Town of Kent I would like to trade in our two skidsteers, #75, a 2014 Bobcat Skidsteer with Vin #ATF61368206112014 and #79, a 2017 Bobcat Skidsteer with Vin#ALJ819562 and upgrade to a larger machine. These two machines proved to be incapable of handling the exponential amount of work caused by the several storms we have experienced this past year. The money we receive from the sale of this machinery would be used to upgrade to a larger, more powerful machine that is better equipped to handle the aftermath of such storms. A single larger machine would be more valuable to the highway department than having 2 smaller ones.

Sincerely,
Richard Othmer.

Highway Superintendent



Bobcat

Product Quotation

Quotation Number: HMM-13039v1

Date: 2019-01-06 13:10:51

Customer Name/Address:	Bobcat Delivering Dealer	ORDER PLACED WITH:
TOWN OF KENT HIGHWAY DEPT 292411 62 LUDINGTON COURT KENT LAKES, NY 10512	Summit Handling Systems, Inc., Walden, NY 2500 ROUTE 208 WALDEN NY 12586 Phone: 845-569-8195 Fax: 845-522-8173	Contract Holder/Manufacturer Clark Equipment Co dba Bobcat Company PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T870 T4 Bobcat Compact Track Loader	M0293	1	\$62,295.80	\$62,295.80
100 HP Turbo Tier 4 Diesel Engine	Lift Path: Vertical			
2 Speed Travel	Lights, Front & Rear			
Air Intake Heater (Automatically Activated)	Operator Cab			
Auxiliary Hydraulics: Variable Flow	<ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar and 3-Point Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
Backup Alarm	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Bob-Tach	Power Bob-Tach			
Bobcat Interlock Control System (BICS)	Torsion Suspension with 5 Rollers			
Controls: Bobcat Standard Controls with Power Assist	Tracks: Rubber, 17.7" wide			
Enclosed Cab with Air Conditioning & Heat	Warranty: 2 years, or 2000 hours whichever occurs first			
Engine/Hydraulic Systems Shutdown				
Horn				
Instrumentation: Engine Temperature & Fuel				
Gauges, Hourmeter, RPM and Warning Lights				
Lift Arm Support				

Factory Installed	A91 Option Package	M0293-P01-A91	1	\$2,524.90	\$2,524.90
High Flow Hydraulics	Deluxe Instrument Panel				
Sound Reduction	Keyless Start				
Hydraulic Bucket Positioning	Attachment Control Kit				
	Cab Accessories Package				

	Selectable Joystick Controls (SJC)	M0293-R01-C04	1	\$661.50	\$661.50
	Heated Air Ride Suspension Seat - Cloth	M0293-R05-C12	1	\$305.20	\$305.20
	NAGS Strobe	M0293-R16-C03	1	\$220.00	\$220.00
	Radio	M0293-R26-C02	1	\$291.90	\$291.90
	Reversing Fan	M0293-R32-C02	1	\$346.50	\$346.50
	Automatic Ride Control	M0293-R33-C02	1	\$416.50	\$416.50
	Telematics US	M0293-R51-C02	1	\$0.00	\$0.00
	Engine Block Heater	M0293-A01-C02	1	\$163.00	\$163.00
Dealer Installed	Side Light Kit	7256348	1	\$299.00	\$299.00
	Power Bob-Tach Guard Kit	7249240	1	\$147.17	\$147.17
	Quick-Tach Stabilizer Mounting Kit	7152512	1	\$342.76	\$342.76
	Tier 4 Forestry Applications Kit, M Series	7257723	1	\$7,078.36	\$7,078.36
	Engine Compartment Seal kit, S850 & T870	7179952	1	\$864.52	\$864.52

Description	Part No	Qty	Price Ea.	Total
Rearview Mirror		1	\$146.00	\$146.00

Backup Camera
Bluetooth Radio Upgrade

1	\$1,000.00	\$1,000.00
1	\$400.00	\$400.00

Total of Items Quoted	\$77,497.11
Dealer Assembly Charges	\$247.50
Quote Total - US dollars	\$77,744.61
Trade-In 2014 T750 with bucket	(\$29,000.00)
Trade-In 2017 S650 with bucket	(\$28,000.00)
Total after trades	\$20,744.61
	\$20,604.61

Notes:

**Prices per the New York Contract #PC67141, Award #PGB22792.*

Contract Period: 09-08-2015 to 05-18-2019

**Terms Net 30 Days. Credit cards accepted.*

** FOB Destination within the 48 Contiguous States.*

**Delivery: 60 to 90 days or less from ARO.*

**State Sales Taxes apply.*

**TID# 38-0425350*

**Orders Must be Placed With: Clark Equipment Company dba Bobcat Company, Govt Sales, PO Box 6000, 250 E Beaton Drive, West Fargo, ND 58078.*

Prices and specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





TOWN OF KENT HIGHWAY

62 Ludington Court

Kent Lakes, New York 10512

(845) 225-6612

Fax (845) 225-9464

E-mail: highwaykent@townofkentny.gov

Richard T. Othmer, Highway Superintendent

Equipment looking to purchase with CHIPS funding:

2015 Kenworth T880 Daycab

Asking Price \$89,750

2020 Kenworth T880 Daycab

New \$160,000

2001 Freightliner FLD112 Dump Truck

Asking Price \$59,750

2020 Freightliner FLD112 Dump Truck

New \$131,000

2014 Kenworth T880 Tri Axel Dump Truck

Asking Price \$99,750

2020 Kenworth T880 Tri Axel Dump Truck

New \$173,000

2015 KENWORTH T880 DAYCAB

Only 70k Original Miles ~ Paccar MX ~ 500 HP ~ 1850 Torque 18 Speed ~ 46k Rears ~ Full Lockers ~ All Aluminum Wheels



CONTACT

YOUR NAME:

YOUR MESSAGE

That is one clean truck!! I must know more!

YOUR TELEPHONE NUMBER:

EMAIL:

I'm not a robot

reCAPTCHA
[Privacy](#) - [Terms](#)

SUBMIT

\$89,750

500 HP! 46K REARS!

Stock #	423256
Mileage	70,374
Engine	Paccar, MX, 500 HP
Fuel	Diesel, 2 Tanks
Exhaust	Dual
Transmission	Manual, 18spd
Standard Features	Jake, OVERDRIVE, Cruise, Pwrsteer
Rear	3.91
Axles	Tandem, 14320 Front, 46000 Rear
Suspension	Air
Wheelbase	200"
Wheels	Aluminum Front, All Aluminum Rear
Tire Size	11R245
5th Wheel	Air Slide
Brakes	Air
Color	Maroon
VIN/SER	1XKZDP0XXFJ423256

2001 FREIGHTLINER FLD112 DUMP TRUCK

172k Actual Miles ~ Cummins ISM ~ Allison HD4560 Automatic ~ 18k Fronts



CONTACT

YOUR NAME:

YOUR MESSAGE

That is one clean truck!! I must know more!

YOUR TELEPHONE NUMBER:

EMAIL:

I'm not a robot

reCAPTCHA
Privacy - Terms

SUBMIT

\$59,750

ALLISON AUTOMATIC!

Stock #	J40142
Mileage	172,292
Engine	Cummins, ISM, HP
Fuel	Diesel, 1 Tanks
Exhaust	Single
Transmission	Auto, spd
Standard Features	Jake, OVERDRIVE, Pwrsteer
Rear	4.88
Axles	Tandem, 18000 Front, 40000 Rear
Suspension	Spring
Wheelbase	186"
Wheels	Steel Front, Steel Rear
Tire Size	80R22.5
Brakes	Air
Color	
VIN/SER	1FVHAE871PJ40142

2014 KENWORTH T800 TRI AXLE DUMP TRUCK

181k Original Miles ~ Paccar MX ~ 455 HP ~ 8LL ~ 46k Rears ~ Full Lockers ~ Full Double Frame ~ 17.5' BeuaRoc Dump Bed ~ All Aluminum Wheels



CONTACT

YOUR NAME:

YOUR MESSAGE

That is one clean truck!! I must know more!

YOUR TELEPHONE NUMBER:

EMAIL:

I'm not a robot

reCAPTCHA
Privacy - Terms

SUBMIT

\$99,750

46K REARS! DOUBLE FRAME!

Stock #	396457
Mileage	181,243
Engine	Paccar, MX, 455 HP
Fuel	Diesel, 1 Tanks
Exhaust	Dual
Transmission	Manual, 8LLspd
Standard Features	Jake, OVERDRIVE, Cruise, Pwrsteer
Rear	3.91
Axles	Tri, 18750 Front, 46000 Rear
Suspension	Walking Beam
Wheelbase	230"
Wheels	Aluminum Front, All Aluminum Rear
Tire Size	11R24.5
Brakes	Air
Color	Blue
VIN/SER	1NKDXPTX7EJ396457

POLICE DEPARTMENT

Town of Kent

40 SYBIL'S CROSSING, CARMEL, NEW YORK 10512

Address All Communications
To: Chief of Police

Emergency: (845) 225-4600

Office: (845) 225-5646

Fax: (845) 306-5288

kentpolice@townofkentny.gov

January 10, 2019

The Town of Kent wishes to obtain for its Police Department 2 Toshiba eStudio devices from Toshiba Business Solutions, 230 North Plank Road, Newburgh, NY 12550 utilizing the New York State Contract Deferred Payment Plan (Contract # PT 66615). Pricing is as follows:

Toshiba ES 2518A (Main Copier)

RADF Document Feeder

Inner Finisher

550-Sheet Paper Feed Pedestal

Internal Fax Board

4 MB RAM

Toshiba ES 2018A (Booking Room)

RADF Document Feeder

Copier Stand/Cabinet

4 MB RAM

Purchase

60 Month Plan: \$96.65

Maintenance

\$0/mo

Includes

- 0 Black Images per month
- 0 Color Images per month
- All parts, labor and toner
- Overage reconciled on a quarterly basis: Black Images at \$.008 & Color Images at \$.05
- IT Installation
- Fixed cost for term of DPP

Total Payment: \$96.65/mo

Sincerely,



Chief Kevin Owens

Town of Kent Police Department

Serving Our Community 24 Hours A Day

TimeClock Plus
 by Data Management, Inc.
 1 Time Clock Drive, San Angelo, TX 76904
 325 223-9500 fax: 325 223-9104
 sales@timeclockplus.com

Invoice	Customer	Invoice Date	Tax Exempt Number
484196	151908	01/07/2019	7094102

BILL TO
Town of Kent Kevin Owens, Chief of Police (845) 225-0292 25 Sybils Xing Kent Lakes, NY 10512-4744

SHIP TO
Town of Kent Kevin Owens, Cheif of Police (845) 225-0292 25 Sybils Xing Kent Lakes, NY 10512-4744

Rep	Entry	Method of Shipment	Method of Payment
LDAVIS	BLACK	Telephone Activation	Net 30

Stock No.	Ordered	Shipped	Description	Unit Cost	Total
30-968	25		Advanced Scheduler Employee Licenses (On Prem)	28.00	700.00
800-814	3		Dedicated Support Services (Per hour)	225.00	675.00
800-814	1		Dedicated Support Services (Per hour)	225.00	225.00
			└ Buy 3, Get 1 Free	(225.00)	(225.00)
30-791	1		MobileClock for Android and iOS (21-50 Devices)	799.00	799.00
Order Recieved 12/31/2018					
<div>Customer Invoice</div> <div>This is the ONLY invoice you will receive.</div>					



Product Total: 2,399.00
 Discount: (225.00)
 Subtotal: 2,174.00
 S & H: 0.00
 Total: 2,174.00

Tamara Harrison

From: Accountant
Sent: Tuesday, January 15, 2019 1:29 PM
To: Tamara Harrison
Subject: FW: PlanIt Schedule Agreement - Town of Kent PD
Attachments: Town of Kent Police Department -PlanIt_WASHA_7-2018.pdf

Other quotes for PD.

From: Kevin Owens <kowens@townofkentny.gov>
Sent: Tuesday, January 15, 2019 1:23 PM
To: Accountant <accountant@townofkentny.gov>
Subject: Fw: PlanIt Schedule Agreement - Town of Kent PD

Yulia,

Here is the quote from "PlanIt Police" the other schedule program we were looking at. You can see by the second year it would be more expensive then "Time Clock Plus". The other company "VCS" was \$2500 to build the system for our department then an on going fee each year per person using it. Hopefully we can get Time Clock Plus approved and can start using it soon. Let me know if we need anything else. Thanks for all your help.

Sincerely,
Chief Kevin R. Owens
Town of Kent Police Department
40 Sybil's Crossing, Kent Lakes NY 10512 - (845) 225-4600

"If you find a path with no obstacles, it probably doesn't lead anywhere." - Frank A. Clark

From: Amy Harcourt <amy@planitschedule.com>
Sent: Wednesday, July 25, 2018 10:17 AM
To: Alex Vanderwoude; Kevin Owens
Subject: PlanIt Schedule Agreement - Town of Kent PD

Lt. Owens &
Sgt.
VanderWoude,

Thank you so much for taking the time to sit in on my demonstration of PlanIt Police Scheduling Software.

I have included a link to view an infographic of our [onboarding process here](#).

As promised,

I have attached the agreement

with the quote on the last page.

To move forward, please FAX (717-925-3908) or scan and email the signature page back. As soon as I have this back, I will have someone from support contact you to get started on setting up your install. We can turn this around pretty quickly, depending on how fast you can get us information. As soon as that's done, we will schedule some training and get you up and running.

Let me know if you have any questions.

Thank you!

Amy

 **PLANIT. SCHEDULE**
Amy Harcourt | *Marketing Coordinator*
PlanIt Schedule
PO BOX 4903
Lancaster, PA 17604
866-471-2001 x1
www.planitschedule.com

[Facebook](#) - [Twitter](#) - [LinkedIn](#)

WEB APPLICATION SERVICE AND HOSTING AGREEMENT

This Web Application Services and Hosting Agreement (“Agreement”) is effective as of 8/1/2018 (“Effective Date”) between RagnaSoft, Inc., a Pennsylvania corporation doing business as PlanIt Schedule (“PlanIt”) and the customer identified on Schedule A (“Customer”). For good and valuable consideration, the receipt and sufficiency of which is acknowledged, PlanIt and Customer agree:

1. SERVICE.

1.1. Provision of Service. PlanIt shall provide the Service to Customer consistent with the terms of this Agreement. The Service shall perform materially in accordance with PlanIt’s User Guide. At no time during the term of this Agreement will the Service be materially decreased from the Service available as of the Effective Date.

1.2. PlanIt Responsibilities. PlanIt shall: (i) provide up to two (2) hours per month of telephone and unlimited online standard support to Customer; (ii) provide up to ten Gigabytes (10 GB) of storage space for Customer’s use of the Service; (iii) maintain the security and integrity of the Service and the Customer Data; and (iv) use commercially reasonable efforts to make the Service generally available 99.5% of the calendar month twenty-four (24) hours a day, seven (7) days a week, except for planned downtime or downtime caused by Extraordinary Circumstances beyond PlanIt’s control. PlanIt will use its best efforts to notify Customer of any planned downtime at least forty-eight (48) hours in advance and to schedule such downtime during the weekend hours from 9:00 P.M. EST Friday to 6:00 A.M. EST Monday.

2. FEES & PAYMENT.

2.1. User Fees. Customer agrees to pay the yearly license fees as defined in Schedule B based on the highest number of Users registered on the system. Customer acknowledges that it controls the number of Users with access to the Service. Fees for Users added in a contract period may be prorated based upon the closest month.

2.2. Invoicing & Payment. Customer agrees to pay PlanIt 100% of the Total Upfront Fees as detailed in Schedule B upon execution of this Agreement. Customer will be invoiced yearly in advance for the Service based upon the number of Users. Invoicing will begin fourteen (14) days after Commencement of Service, unless otherwise stated in Schedule B and fees

are due upon receipt of invoice. All payments made under this Agreement shall be in United States dollars.

2.3. Overdue Payments. Any payment not received from Customer when due will accrue interest at the rate of 1.5% of the outstanding balance per month (18% per annum), or the maximum rate permitted by law, whichever is lower. PlanIt shall be entitled to recover all costs of collection for overdue payments, including attorney’s fees and costs of suit.

2.4. Suspension of Service. If Customer's account is thirty (30) days or more overdue, PlanIt may provide Customer with written notice that it intends to suspend Customer’s service until such amounts are paid in full. At any time seven (7) days or more after such written notice is provided, PlanIt may suspend the Service until all outstanding balances are paid without further notice and without any liability to Customer.

2.5. Taxes. Unless otherwise stated, PlanIt's fees include no local, state, federal or foreign taxes, levies or duties of any nature (“Taxes”). If PlanIt has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides PlanIt with a valid tax exemption certificate authorized by the appropriate taxing authority.

2.6. Billing and Contact Information. Customer shall maintain complete and accurate billing and contact information on the Service.

3. TERM & TERMINATION.

3.1. Term. This initial term of this Agreement begins on the Effective Date and ends one (1) year later. In the event PlanIt and Customer mutually agree to continue their relationship, expressly or by their conduct, the terms of this Agreement shall continue to be effective until terminated by PlanIt or Customer upon delivery of written notice to the other at least thirty (30) days before the effective date of such notice.

3.2. Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

3.3. Return of Customer Data. Upon request by Customer, PlanIt will provide to Customer a file of Customer Data in exchange for the fees described in Schedule B or as agreed upon by PlanIt and Customer. After thirty (30) days following expiration or termination of this Agreement PlanIt shall have no obligation to maintain or provide any Customer Data, except that PlanIt shall notify Customer at least thirty (30) days prior to the destruction of Customer's Data.

3.4. Surviving Provisions. Section 5, Section 6 and Customer's obligations to pay for service shall survive the termination or expiration of this Agreement.

4. USE OF THE SERVICE

4.1. Customer Responsibilities. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify PlanIt promptly of any such unauthorized use; and (iii) comply with all local, state, federal, and foreign laws when using the Service.

4.2. Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights; (iv) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or

performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

4.3. Third-Party Providers. Certain third-party providers, some of which may be listed on pages within PlanIt's website, offer products and services related to the Service, including implementation, customization and other consulting services related to customers' use of the Service and applications (both offline and online) that work with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through the Service's application programming interface. PlanIt does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by PlanIt as "certified," "validated" or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider.

5. PROPRIETARY RIGHTS.

5.1. Reservation of Rights. Customer acknowledges that in providing the Service, PlanIt utilizes (i) the PlanIt name, the PlanIt logo, the PlanIt domain name, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "PlanIt Technology") and that the PlanIt Technology is covered by intellectual property rights owned or licensed by PlanIt (collectively, "PlanIt IP Rights"). Other than as set forth in this Agreement, no license or other rights in or to the PlanIt Technology or PlanIt IP Rights are granted to Customer, and all such licenses and rights are expressly reserved.

5.2. License Grant. PlanIt grants Customer and Customer's Users a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Service under the terms of this Agreement.

5.3. Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service or PlanIt Technology; (ii) create Internet “links” to or from the Service, or “frame” or “mirror” any content forming part of the Service, other than on Customers' own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or PlanIt Technology, or access it in order to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

5.4. Customer Data. All Customer Data is owned exclusively by Customer. Customer Data shall be Confidential Information subject to this Agreement. PlanIt may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request.

5.5. Suggestions. PlanIt shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the Service. Any implementation by PlanIt shall become part of the PlanIt Technology and PlanIt IP Rights.

6. CONFIDENTIALITY.

6.1. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.2. Protection. Each party agrees to protect the Confidential Information as it protects the confidentiality of its own proprietary and confidential information of like kind, except that neither party will exercise less than reasonable care in protecting the Confidential Information.

6.3. Compelled Disclosure. If the Receiving Party is compelled by law to disclose the Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.4. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section, the Disclosing Party shall have the right, besides any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other remedies are inadequate.

6.5. Press Releases. PlanIt may not issue press releases relating to this Agreement or Customer's use of the Service without Customer's written consent.

7. WARRANTIES & DISCLAIMERS.

7.1. Warranties. PlanIt represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it owns or otherwise has sufficient rights to the Service and the PlanIt Technology to grant the rights and licenses granted; and (iii) the Service and PlanIt Technology infringe no intellectual property rights of any third party.

7.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PLANIT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PLANIT HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. LIMITATION OF LIABILITY.

8.1. Limitation of Liability. IN NO EVENT SHALL PLANIT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER HEREUNDER.

8.2. Exclusion of Consequential Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DATA LOSS, DOWNTIME, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3. Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action arising out of this Agreement may be commenced more than two (2) years after the cause of action has accrued.

9. DEFINITIONS.

“Commencement of Service” means the date when PlanIt has provided to Customer both access to the Service and associated administrative training.

“Confidential Information” means all confidential and proprietary information of a party (“Disclosing Party”) disclosed to the other party (“Receiving Party”), that is designated as confidential or that reasonably should be understood to be confidential given the information and the circumstances of disclosure, including the terms of this Agreement (including pricing and the Schedules), the Customer Data, the Service, the PlanIt Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

“Customer Data” means all electronic data or information submitted by Customer to the Service.

“Extraordinary Circumstances” means including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems not involving that party's employees, computer or telecommunications failures or delays involving hardware or software not within that party's possession or reasonable control, and network intrusions or denial of service attacks.

“User Guide” means the online documentation for the Service, accessible, as updated from time to time.

“Users” means Customer's employees, consultants, contractors or agents authorized to use the Service and have been supplied user identifications and passwords by Customer (or by PlanIt at Customer's request).

10. GENERAL PROVISIONS.

10.1. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

10.2. No Benefit to Others. The representations, warranties, covenants, and agreements contained in this Agreement are solely to benefit the parties and are not to be construed as conferring any rights on any other persons.

10.3. Notices. All notices under this Agreement shall be in writing delivered to the addresses in Schedule A. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email.

10.4. Waiver and Cumulative Remedies. No failure or delay in exercising any right under this Agreement shall constitute a waiver of that right. The remedies provided are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5. Severability. If any provision of this Agreement is declared to be illegal, void, or unenforceable, such provision shall be enforced to the maximum extent possible to give effect to the intent of the parties and all the remaining terms of this Agreement shall remain in full force and effect.

10.6. Assignment. Neither party may assign any of its rights or obligations, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, the parties shall not unreasonably withhold their consent to an assignment in connection with a merger, acquisition, corporate reorganization or sale of substantially all of its assets. Any attempt to assign rights under this Agreement in violation of this section shall be void.

10.7. Governing Law. This Agreement shall be governed exclusively by, and construed exclusively under, the laws of the United States and the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

10.8. Venue. The state and federal courts have jurisdiction over Lancaster County, Pennsylvania shall have exclusive jurisdiction to adjudicate any dispute relating to this Agreement. Each party consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether based on the doctrine of forum non conveniens or otherwise. Each party also waives any right to jury trial in any action or litigation arising out of or related to this Agreement.

10.9. Entire Agreement. This Agreement, along with all Schedules, constitutes the entire agreement between the parties as to its subject, and supersedes all previous agreements, discussions, proposals or representations, written or oral, about the subject of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

10.10. Execution. Each party represents and warrants it has the legal power to sign this Agreement and that this Agreement, and any later agreements between the parties, may be executed in counterparts, including electronically signed or electronically delivered counterparts, which taken together shall form one legal instrument.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

TOWN OF KENT POLICE DEPARTMENT

RAGNASOFT, INC. d/b/a PLANIT SCHEDULE

By: _____

By: 

Name: Kevin Owens

Name: Christian Yecker

Title: Lieutenant

Title: President

Date: _____

Date: 7/25/2018

Schedules:

A – Contact Information

B – Client Profile and Deliverables



Schedule A - Contact Information

Notices: Official Notices provided pursuant to this Agreement shall be sent to the following parties as set forth in Section 11.3:

If to RAGNASOFT:

Christian Yecker
President
RagnaSoft Incorporated
PO Box 4903
Lancaster PA, 17604-4903

If to Customer:

Kevin Owens
Lieutenant
kowens@townofkentny.gov
Town of Kent Police Department
25 Sybil's Crossing
Kent Lakes, NY 10512

Contact Person: The name of the person appearing below has been designated by Customer as the main contact person and shall have full authority to act on behalf of Customer in all matters pertaining to this Agreement. This person shall be the primary point of contact between the parties:

Billing Information: The person/department appearing below has been designated by Customer as the main billing contact, where RAGNASOFT shall direct all invoicing:

Schedule B - Client Profile and Deliverables

Customer Data:

Company Name:	<input type="text" value="Town of Kent Police Department"/>
Street Address:	<input type="text" value="25 Sybil's Crossing"/>
City, State, ZIP:	<input type="text" value="Kent Lakes, NY 10512"/>
Phone Number:	<input type="text"/>
Fax Number:	<input type="text"/>
URL:	<input type="text"/>
	<input type="text"/>
Contact Name:	<input type="text" value="Alex VanderWoude"/>
Contact Title:	<input type="text" value="Sgt."/>
Contact Phone Number:	<input type="text"/>
Contact E-mail:	<input type="text" value="avanderwoude@townofkentny.gov"/>

Type of Database Required:

☒ Blank with Default Settings (New Client)

☐ Set Up Temporary Demo Data Base

Special Database Requirements

☐ VAR with Demo Data

☐ VAR with Default Settings

Start Date:

End Date:

Dates:

Date of Sale:

Planned Implementation Date:

Sold by:

☒ RagnaSoft Sales or Channel Sales Rep

☐ Reseller Sales Rep:

☐ Referral Partner:

Name:

Phone:

E-mail:



Products and Services:

Licenses:

Number of Registered Users: 25

Soft User Limit (plus): 3

Features at Startup:

- ☒ Scheduling (Core)
- ☒ Employee Self Service
- ☐ Integrated Time Clock
- ☐ Biometric Time Clock/s X 0
- ☒ Schedule Export for Payroll
- ☒ Notifications/Basic SMS

Professional Services:

- ☒ Set Up
 - ☒ Import Employee List from Excel
 - ☒ Create Unit and Base/Employee Templates
 - ☒ One 2-3-hour Admin Training Session
 - ☒ One 1-hour follow-up Q&A Session
- ☐ Consulting (Attach Statement(s) of Work)

Additional Installation, Integration and Project Description Notes:



Hosted Solution Proposal

Town of Kent Police Department



The Complete Scheduling & Human Resources Solution
Designed Specifically for Law Enforcement

Chris Yecker
RagnaSoft Incorporated
PO Box 4903
Lancaster, PA 17604-4903
866.471.2001 x500
sales@planitschedule.com
www.planitschedule.com



**PlanIt Scheduling Proposal for
Town of Kent Police Department
Proposal Date: 7/25/2018
Valid until: 10/1/2018**

PlanIt Scheduling Yearly Subscription

25 Members plus 3 flex licenses
Core Scheduling
Employee Self Service
Notifications w/Basic SMS
Hosting at a secure, high speed, backed up facility
Technical Support
Application Updates
Internet Based Training
Data Import of Employee Information
Schedule Template Setup
Additional Configuration

Feature Total	\$1225
----------------------	---------------

First Year Subscription

\$1225

Estimated Subscription Renewal for Year 2+*

Continued Technical Support/Updates/Hosting/Backups
To be evaluated 30 days prior to expiration of subscription.

Estimated Subscription Renewal for Year 2+

\$1225

**Based on initial number of employees and requirements remaining comparable.*

TOWN OF KENT
AMENDMENT TO
CHAPTER 55A 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 55A entitled "Property Maintenance", is amended as follows:

Chapter 55A. Property Maintenance

§ 55A-12 Enforcement.

This chapter shall be enforced by the Code Compliance Officer, Fire Inspector or Building Inspector of the Town of Kent.

A. Notice of Violation.

(1) A notice of violation issued by the Building Inspector relative to a premises shall be served either personally upon the person or entity or by mailing the same to the person or entity by certified mail at his last known address.

(2) A notice of violation shall state that unless, within 10 days from service of the notice, a written request is made for a hearing before the Building Inspector, such notice shall, at the expiration of such ten-day period, be deemed an order to cease and desist from and to abate the described violation; such notice shall prescribe a reasonable time within which such person shall be required to cease and desist from and abate such violation. The notice may also contain an outline of remedial action which, if taken, will effect compliance with this chapter.

(3) If a hearing is requested, it shall be commenced not later than 10 days after the request is made, provided that for good cause the Building Inspector may postpone such hearing for a reasonable time. If, after the hearing, the Building Inspector finds that no violation exists or that such unusual, extraordinary or undue hardship shall occur in order to effectuate compliance with this chapter, he shall withdraw the notice. If he finds that a violation does exist, he shall forthwith issue an order requiring the abatement of the same within a prescribed reasonable time. The proceedings at such hearing, which shall be informal in all respects, shall be summarized in a report reduced to writing and entered as a matter of public record in the office of the Building Department.

(4) Any party aggrieved by the decision of the Building Inspector may, within five days of said decision, appeal the same to the Zoning Board of Appeals of the Town of Kent by filing the appropriate form.

B. Action upon noncompliance.

(1) Upon the failure, neglect or refusal of any owner, person or agent so notified to properly comply with this chapter within the time period prescribed in the order of the Building

Inspector, or within 10 days from a decision by the Zoning Board of Appeals affirming said order, the Building Inspector is hereby authorized and empowered to correct or cause to be corrected such violation, subject to the approval of the Town Board of the Town of Kent.

(2) When the Town has effected the correction of the violation or has paid for its removal, the actual cost thereof, plus the accrued legal rate of interest per annum from the date of the completion of the work, if not paid by such owner prior thereto, shall be charged to such owner by the Town and such charge shall become due and payable by said owner. Notice of such charge shall be served either personally upon the person or entity or by mailing the same to the person or entity by certified mail at his last known address.

(3) Where the full amount due the Town is not paid by such owner within 20 days after the correction of such violation as provided in Subsection B(1) and (2) above, then the Building Inspector shall maintain in the Building Department records and cause to be filed in the Office of the County Clerk ~~cause to be filed in the office of the Town Clerk~~ a sworn statement showing the cost and expense incurred for the work, the date the work was completed and the location of the property by section, lot and block on which said work was done and the name of the reputed owner thereof. The filing of such sworn statement shall constitute a lien on the property and shall remain in full force and effect for the amount due in principal and interest, plus cost of court, if any, for collection, until final payment has been made. Said costs and expenses shall be collected in the manner fixed by law for the collection of taxes and, further, shall be subject to a delinquent penalty at the legal rate of interest in the event that the same is not paid in full on or before the date the tax bill upon which such charge appears becomes delinquent. Sworn statements filed in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and the work has been properly and successfully done and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the property designated and described in the statement and that the same is due and collectible as provided by law.

Section 2. This local law shall take effect immediately.

Dated: January __, 2019

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT

[—] deleted text

— added text

TOWN OF KENT
AMENDMENT TO
CHAPTER 39B 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 39B of the Kent Town Code entitled “Food Trucks”, Section 2 regarding “Permit; fees” is amended as follows:

§ 39B-2. Permit; fees.

- A. No more than one permit shall be issued to any individual or qualifying business entity except as set forth in 39B-2(F) herein.
- B. Such permit shall be issued to an applicant who has completed the requisite application on the prescribed form provided by the Town Clerk, paid the requisite fee(s) and provided such additional information as may be required in the application, including, but not limited to, proof of general liability insurance with limits of liability not less than \$1,000,000 per occurrence; current vehicular registration, inspection and insurance; proof of permission to locate the food truck at the particular location; and, in the case of prepared food sales, a current food vendor's permit issued by the Putnam County Department of Health. The Town of Kent shall be listed as an additional insured on the policy of general liability insurance.
- C. ~~Permits shall be issued on a calendar year basis running from January 1 to December 31 from April 1st to March 31st. Applications for such permits shall be available to residents or established businesses located within the Town of Kent from November 1 through November 30 of each year for the following year. From December 1 on, applications, to the extent permits are still available, shall be accepted from nonresidents.~~
- D. The annual fee for a food truck permit shall be set by the Town Board and included in the annual fee schedule adopted by the Town Board, as the same may be amended from time to time. Any permit issued after July 1 shall be 1/2 of the annual permit fee and shall run for the balance of the calendar year. Any permit issued to a veteran shall be exempt from the payment of the annual fee. To be exempt from the payment of the requisite permit fee, such veteran shall actually be engaged in the operation of the food truck and shall be present at the location at all times the food truck is in operation.
- E. Food truck permit holders and any employee(s) shall be issued a photographic identification card by the Town of Kent. Such identification shall be maintained on the person of the permit holder and employee at all times that the food truck is in operation and shall be open to the inspection by the Town Code Enforcement Officer.

- F. Secondary permits shall be made available to existing food truck permit holders who wish to provide food vending services on municipally owned properties on a monthly, weekly or daily basis. Such secondary permits shall only be issued to existing food truck permit holders. The fee for such secondary permit shall be set forth in the annual fee schedule, as the same may be amended from time to time.
- G. Notwithstanding the foregoing, any licensed or permitted food truck shall be allowed to operate on private property within the Town at a specific function and at the specific request by such private property owner for the purpose of catering or providing food service for such special function.

Section 2. Chapter 39B of the Kent Town Code entitled “Food Trucks”, Section 3 regarding “Location” is amended as follows:

§ 39B-3. Location.

- A. Except as otherwise provided for herein, a food truck permit shall allow the holder thereof to conduct the business vending food from a specific, stationary location. Such location shall be on private property or within or on a public thoroughfare or right-of-way. No vending or soliciting of food sales shall occur by the permittee at any location within the Town other than that which is declared on the permit.
- B. A permitted location shall be within a commercially zoned area and shall be subject to the prior approval of the Town Code Enforcement Officer to ensure that such location is safe for use by both vehicles and pedestrians.
- C. An applicant for a food truck permit shall provide proof, in writing, signed by the owner of the particular location or, with respect to state, county or other municipal thoroughfares, signed by the authorized permitting authority, that the applicant has permission to park or locate the food truck at that particular location. Such document shall be signed and acknowledged before a notary public.
- ~~D. A permitted location shall have an improved parking area and shall have not less than two parking spaces available for patron use. Such parking spaces must be in addition to any parking spaces that are committed to other uses and/or occupancies that are served by the site as specified in the Town's zoning regulations or as set forth on any current site plan for the location.~~
- E. A permitted location shall not be closer than 500 feet to any existing restaurant, delicatessen, fast food establishment, or other food service establishment (collectively, “food establishment”) during the hours of operation of such existing food establishment without the express written consent of the existing food establishment.
- F. There shall be no outdoor seating or other accommodation for on-site consumption of

food or other vended products. The food truck permit holder shall provide adequate refuse receptacles for patron use and shall provide that refuse deposited therein is removed from the permitted location on a daily basis.

Dated: January ____, 2019

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT

[_____] deleted text

_____ added text

2019
Complete DOT Program Agreement

ID 2209

9

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

Complete DOT Program:

\$47.00 per Employee per year

Includes:

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

Additional Charges:

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

DOT drug test at lab or offices of Partners In Safety:	\$ 48.00 per test
DOT drug test with collection performed at an approved walk-in medical facility:	\$ 83.00 per test
Return-to-Duty/Follow-Up drug test including observed specimen collection performed at:	
• offices of Partners In Safety:	\$ 78.00 per test
• approved walk-in medical facility:	\$ 108.00 per test
DOT Breath Alcohol test at offices of Partners In Safety:	\$ 38.00 per test
DOT Breath Alcohol test at an approved walk-in medical facility:	\$ 55.00 per test
DOT/19A physical performed at offices of Partners In Safety:	\$ 65.00 per person
Split Specimen Testing - re-test of positive specimen by another SAMHSA-certified lab: (only when requested by employee within 72 hours of MRO's notification)	\$ 250.00 per test
Emergency Service: (for special situations requiring urgent on-site collections or tests on nights, weekends or holidays)	\$ 160.00 per hour (minimum of 2 hours, plus the cost of the test)

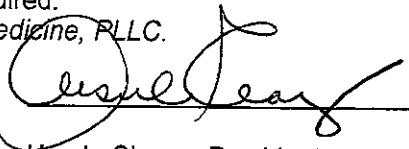
On-site medical services available upon request, minimum volume required.

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

Signature and Title _____

Client: Town of Kent

Date: _____



Ursula Clancy, President

Partners In Safety, Inc.

Invoice

Date	Invoice #
1/1/2019	2209.2019

Bill To
Town of Kent Maureen Flemming 25 Sybil's Crossing Kent Lakes, NY 10512

P.O. No.	Terms	Project
	Net 30 days	

Quantity	Description	Rate	Amount
27	Fee for Administration of Drug & Alcohol Testing Program 2019 Full Program Fee	47.00	1,269.00
Total			\$1,269.00

Contract # 2018319

**Agreement
between
COUNTY OF PUTNAM
and
TOWN OF KENT**

THIS AGREEMENT, made by and between **COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, by and through its Office for Senior Resources (hereinafter referred to as the "COUNTY") and **TOWN OF KENT**, a municipal subdivision located at 25 Sybil's Crossing, Kent Lakes, New York 10512 (hereinafter referred to as the "TOWN").

WHEREAS, the TOWN is a municipal subdivision in the County of Putnam, with more than 2,000 residents over the age of 60 years; and

WHEREAS, the parties herein recognize a need for linkage to County and other governmental agencies for residents of the TOWN who are over the age of 60 years; and

WHEREAS, the TOWN agrees that an Outreach Worker provided by the COUNTY to the TOWN in order that such linkage be provided to residents of the TOWN who are over the age of 60 years, as more fully described herein, is in the best interests of the TOWN.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The TOWN agrees to pay the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS to the COUNTY for the services of an Outreach Worker, to be furnished by the COUNTY and agreeable to the TOWN, in accordance with the terms and conditions set forth herein.

SECOND: The COUNTY agrees to provide an Outreach Worker to the TOWN, upon the terms and conditions set forth herein:

Duties:

- a) The Outreach Worker shall actively seek out and assist persons residing in the TOWN's geographical area who are over the age of 60 years and have health and/or financial problems and/or are in need of governmental assistance; and
- b) The Outreach Worker shall provide such persons with the guidance and assistance necessary to contact and/or make application for/to obtain services from the proper governmental agencies and other available resources.

Hours:

- a) The Outreach Worker shall be available to guide and assist such persons at a designated area provided by the Office for Senior Resources and provide office hours and home visits, on demand and as deemed necessary to carry out the foregoing services, for a minimum of 12.5 hours per week.

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

FOURTH: The term of this Agreement will commence January 1, 2019 and will terminate on December 31, 2019, unless otherwise terminated in accordance with paragraphs "SEVENTH" or "EIGHTH" hereof.

FIFTH: As also provided in Paragraph "FIRST" herein, for the services rendered by the Outreach Worker according to Paragraph "SECOND", the TOWN shall submit full

payment in the amount of \$2,500.00 to the COUNTY on or before December 31, 2019. It is understood and agreed that any reduction in payment to the COUNTY by the TOWN may result in reduced hours (including benefits) of the Outreach Worker.

The COUNTY shall be responsible for the payment of the Outreach Worker's salary and benefits, including training expenses and other related costs, over and above the sums payable to the COUNTY by the TOWN under this Agreement. Additionally, to the extent the Outreach Worker is required to use his/her personal vehicle in the performance of his/her duties under the terms of this Agreement, the COUNTY shall reimburse the Outreach Worker for such expenses at the current Internal Revenue Service approved mileage rate.

Any and all requests for payment to be made will be submitted on properly executed claim forms (or invoices) of the COUNTY and paid only after approval by the Director of the Office for Senior Resources or his/her duly authorized representative.

Prior to the making of any payments hereunder, the COUNTY may, at its option, audit all files and disbursement records of the TOWN as are reasonably pertinent to this Agreement to substantiate the basis for payment, including but not limited to the TOWN'S records of its financial transactions with the COUNTY. The TOWN'S files and records shall be kept in accordance with sound accounting practices and each transaction shall be fully documented. Should the COUNTY request such files and records, the TOWN shall provide the files and records to the County Auditor or his/her authorized representative, as well as to the County Commissioner of Finance, or his/her duly authorized representative, within ten (10) business days of the COUNTY'S request.

SIXTH: The work to be performed pursuant to the terms of this Agreement will commence promptly upon assignment by the Director of the Office for Senior Resources or his/her duly authorized representative and will be conducted in the best interest of the COUNTY.

SEVENTH: It is understood and agreed by and between the parties hereto that payment by the TOWN under the terms of this Agreement is a material element of this Agreement. Any failure to provide said payment will be deemed a material breach and this Agreement will terminate without notice. No substitution of the services will be permitted during the term of this Agreement without the express written consent of the COUNTY.

EIGHTH: Except as otherwise provided in paragraph "SEVENTH" herein, the COUNTY, upon ten (10) days' notice to the TOWN, may terminate this Agreement, in whole or in part, when the COUNTY deems it to be in its best interest. In such event, reimbursement to the TOWN for payments already made by the TOWN will be prorated and the COUNTY will be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The TOWN, upon thirty (30) days' notice to the COUNTY, may terminate this Agreement, in whole or in part, when the TOWN deems it to be in its best interest.

In the event of a dispute as to the value of the services rendered to the TOWN by the Outreach Worker prior to the date of termination, it is understood and agreed that the Director of the Office for Senior Resources or his/her duly authorized representative will determine the value of such services rendered by the Outreach Worker. Such reasonable and good faith determination will be accepted by the TOWN as final.

NINTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the COUNTY is void.

TENTH: Where applicable, the TOWN will comply, at its sole expense, with the provisions of all state and municipal requirements and with all state and federal laws applicable to the TOWN as an employer of labor or otherwise. The TOWN will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder, as applicable.

ELEVENTH: No discrimination by the TOWN will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

TWELFTH: TOWN agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the County of Putnam and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof, unless that liability was created by the sole and exclusive negligence of the COUNTY. The TOWN further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

THIRTEENTH: The failure of the COUNTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the COUNTY of any provision hereof shall be implied.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY:

COUNTY ATTORNEY
48 Gleneida Avenue
Carmel, New York 10512

To the TOWN:

TOWN OF KENT
25 Sybil's Crossing
Kent Lakes, New York 10512

All notices shall be effective on the date of mailing.

FIFTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

SIXTEENTH: This Agreement will be deemed executory only to the extent of the monies available to the COUNTY for the performance of its terms and no liability will be incurred by the COUNTY beyond the monies so available.

SEVENTEENTH: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

EIGHTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the TOWN, the required COUNTY signatories and the County Executive.

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

Date
TOWN OF KENT
25 Sybil's Crossing
Kent Lakes, New York 10512

By: _____
Please Print Name & Title

ACKNOWLEDGMENT OF TOWN:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On this _____ day of _____, 2019 before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public