

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

**Workshop/Meeting** – 7:00 p.m.

1. Pledge of Allegiance
2. Discussion and/or Vote on the following:
  - a. Assessor – Image Mate System software
  - b. CivicPlus agreement
  - c. Intercom system addition
  - d. Plumbing in Town Hall
  - e. Approval of Vouchers and Claims
3. Announcements
4. Public Comment

\*\*\* Added to the Agenda – Approve Emergency Repairs to Circuit Board/Electric at Ryan Memorial Park



The Town of Kent's regularly scheduled meeting was held on Tuesday, September 15, 2020 at 7:00 p.m. at the Kent Town Hall, 25 Sybil's Crossing, Town of Kent, New York. To see the full meeting visit the Town of Kent's website at [www.townofkentny.gov](http://www.townofkentny.gov) under Video's on Demand.

Present: Supervisor Fleming, Councilpersons, McGlasson, Huestis, Ruthven and Denbaum.

Also Present: Town Clerk Cappelli, Town Counsel Tagliafierro, Chief Owens, Assessor Seth Plawsky, Building Inspector William Walters, Co-Chair of Recycling Kotzur, Lake Carmel Park District Advisory Board Members Ulich and several residents.

**PLEDGE OF ALLEGIANCE**

At 7:09 p.m. the meeting began with the Salute to the Flag.

**RESOLUTION #301 - ACCEPTING QUOTES FOR IMAGE MATE SYSTEM SOFTWARE FOR THE ASSESSOR'S OFFICE**

On a motion by Councilman Ruthven

Seconded by Councilwoman McGlasson

**WHEREAS**, the Town of Kent Town Board has received a request from the Town Assessor for the purchase of an Image Mate computer software program from Systems Development Group at a cost not to exceed \$3,000 plus a yearly maintenance fee of \$1,200; and

**WHEREAS**, the software consists of proprietary information and the purchase constitutes a "sole source contract" as defined in the Town's Procurement Policy and is therefore exempt from bidding requirements;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby authorizes and approves the purchase of the Image Mate computer software at a cost not to exceed \$3,000 and payment of the yearly maintenance fee of \$1,200; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Kent hereby authorizes the Supervisor to execute any and all documents necessary to give effect to this Resolution.

Motion carried unanimously

**RESOLUTION #302 - APPROVING AGREEMENT BETWEEN TOWN OF KENT AND CIVICPLUS, LLC**

On a motion by Councilwoman McGlasson

Seconded by Supervisor Fleming

**WHEREAS**, by Resolution #227 approved on May 6, 2014, the Town Board approved and authorized the town Supervisor to execute a License Service Agreement with Virtual Towns and Schools to provide design, implementation, development, training, deployment and hosting and support for the Town of Kent website; and

**WHEREAS**, the Town of Kent is in receipt of a License and Service Agreement with CivicPlus, LLC, the assignee of the above referenced Virtual Towns and Schools' License Service Agreement, to provide continual website hosting services to the Town, a copy of which is annexed hereto and incorporated herein by reference; and

**WHEREAS**, the Town Board believes it to be in the best interests of the Town to enter into the License and Service Agreement with CivicPlus, LLC ;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby approves the License and Service Agreement with CivicPlus, LLC on the terms contained in said Agreement; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Kent hereby authorizes and directs the Town Supervisor to execute the Agreement in form annexed hereto, and any and all other documents in a form satisfactory to the Supervisor and, if requested, the Town Attorney, and to take any and all other necessary or appropriate actions to give effect to this resolution, not to exceed 3%. Motion carried unanimously

**RESOLUTION # 303 - ACCEPTING QUOTE FOR ACCESS CONTROL AND VIDEO INTERCOM ADD ON FOR JUSTICE COURT**

On a motion by Councilman Denbaum

Seconded by Councilwoman McGlasson & Councilman Ruthven





## CivicCMS License and Service Agreement Town of Kent, NY

15. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

### Liability

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
20. Client shall comply with all applicable local, federal, and state laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

### Indemnification

21. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreements.

### Force Majeure

22. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public





CivicCMS License and Service Agreement Town of Kent, NY

enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.

Miscellaneous

- 23. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.
- 24. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
- 25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 26. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By:	By:
Name:	Name: Millard Rose
Title:	Title: VP/General Manager, CivicCMS
Date:	Date:





CivicCMS License and Service Agreement Town of Kent, NY

## License and Service Agreement

**Date:** September 1, 2020

**Client:** Town of Kent, NY

**Client Address:** 25 Sybil's Crossing, Kent Lakes, NY 10512

**Phone:** (845) 306-5620

This License and Service Agreement ("Agreement") sets forth the agreed upon terms and conditions under which CivicPlus, LLC ("CivicPlus") will provide the Services, as outlined and defined in the attached Exhibit A – Statement of Work ("SOW").

### Recitals

Whereas, CivicPlus is the current primary website service provider for Client;

Whereas, the Client is currently under contract with CivicPlus, as an assignee of all Virtual Towns and Schools (dba Virtual Town Hall Holdings, LLC) customer contracts, for the website hosting services as set forth in the original License & Service Agreement signed on May 30, 2014; and

Whereas, CivicPlus and Client wish to renew the License and Services terms of Agreement as set forth in Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

### Term and Termination

1. This agreement shall be for a one-year period, starting at the Client's current annual renewal term (October 1, 2020), and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

### Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules or any other intellectual property of any software or other original works created by or licensed to CivicPlus prior to the





execution of this Agreement ("CivicPlus Property"). CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.

6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Client assumes full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.

#### **Billing & Payment Terms**

9. Renewal Term Annual Services, as set forth on Exhibit A, shall be invoiced in advance of each renewal term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual Technology Fee increase.
10. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
11. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
12. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

#### **Taxes**

13. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes

#### **Marketing**

14. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages and CivicPlus logo on the left of the URL / Website Address block.





**CivicPlus Website Services – Exhibit A  
Annual Services**

**Hosting**

- Secure Hosting in domestic data center
- Shared Web/SQL Server
- Redundant ISP
- 24/7 Monitored facility
- Redundant Power supplies with back-up generator
- Daily backups off-site
- 99.9% Uptime
- Intrusion Detection & Prevention

**Support**

- 24/7 Emergency Support
- Up to Ten (10) Designated Support Users
- Unlimited User Support, 9am to 5pm, Monday – Friday
- Personnel dedicated solely to User Support
- Same day response (24 Hour Window)
- Online Training & Support Documentation
- Monthly User Tutorials

**CMS Application & Modules**

- Annual CMS Usage License
- Periodic CMS Upgrades
- Core Drupal Upgrades, as Applicable
- Periodic Module Upgrades
- Install Service Patches, as Applicable

**Total Annual Cost** **\$3,675.00**

Annual cost may be pro-rated to match fiscal year, if desired. Additional supported users may be added at an annual cost of \$200 per user.

**Included in your website package:**

<b>Robust Search Functionality</b> <b>Google Analytics for Traffic Statistics</b> <b>E-Subscriber Mail Lists</b> <b>Online Web Forms</b>	<b>Online Monthly User Webinars</b> <b>Social Media Integration</b> <b>No Limit as to the Number of Pages You</b> <b>Can Add Over Time</b>
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**WHEREAS**, the Town of Kent is in need of additional access control and integrated video intercoms at the Court Clerk's Office and Court Room Entry Door; and

**WHEREAS**, the Town Board is in receipt of a quote from Commercial Instruments & Alarm Systems to provide and install the necessary equipment in accordance with the existing contract between Commercial Instruments & Alarm Systems and the Town for these services; and

**WHEREAS**, Commercial Instruments & Alarm Systems has proposed the total cost to provide and install the equipment to be \$9,790.57 plus an additional \$25 per month will be added to the existing service contract.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby accepts the quote of Commercial Instruments & Alarm Systems to provide the equipment for a price not to exceed \$9,790.57 and agrees to the increase in the monthly service contract by \$25; and

**BE IT FURTHER RESOLVED**, that the Town Supervisor is hereby authorized and directed to execute and negotiate any and all agreements and other documents necessary to give effect to this Resolution, consistent with the terms hereof, all in form satisfactory to the Supervisor and the Town Attorney, if requested.

Motion carried unanimously

**RESOLUTION #304 - ACCEPTING PROPOSAL FOR PLUMBING SERVICES AT TOWN HALL**

On a motion by Councilwoman McGlasson

Seconded by Supervisor Fleming

**WHEREAS**, the Town of Kent has determined there is a need for repairs to the plumbing serving Town Hall; and

**WHEREAS**, in accordance with the Town's Procurement Policy, the Town requested proposals from businesses which provide this service, and received two written proposals in response to such request, copies of which are annexed hereto and incorporated herein by reference; and

**WHEREAS**, Steve Adams Jr. Plumbing & Heating Inc. has submitted the lowest proposal in the amount of \$1,675; and

**WHEREAS**, the Town Board of the Town of Kent wishes to accept the proposal submitted by Steve Adams Jr. Plumbing & Heating Inc.;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Kent hereby accepts the proposal of Steve Adams Jr. Plumbing & Heating Inc. to make repairs to the plumbing at Town Hall for the price set forth on the proposal annexed hereto.

Motion carried unanimously

**ADDED TO THE AGENDA**

Emergency repair to circuit breaker at Ryan Memorial Park.

**RESOLUTION #305 - APPROVE EMERGENCY REPAIR AT RYAN MEMORIAL PARK**

On a motion by Councilman Denbaum

Seconded by Councilman Huestis

Resolved: The emergency repair to the electrical box at Ryan Memorial Park is approved as outlined by the Supervisor report under the emergency non-bidding provisions.

Motion carried unanimously

**RESOLUTION #306 - APPROVAL OF VOUCHERS AND CLAIMS**

On a motion by Councilman Huestis

Seconded by Councilman Ruthven

Resolved: All Vouchers # - # and claims submitted by:

1. Advanced Heating & Air Conditioning	\$4,500.00	Condenser
2. All Seasons Property Maintenance	\$5,100.00	Cemetery Mowing
3. Capital Markets Advisors, LLC	\$5,900.00	Bond Anticipation Note
4. City Carting	\$8,833.35	Lake Carmel Garbage
5. Doyle Security Systems	\$26,839.56	Buzzer System
6. Duke Fence	\$8,565.00	Dug Out Field Fence
7. Hawkins Delafield & Wood LLP	\$6,975.00	Bond Counsel



2d

Steve Adams Jr Plumbing & Heating Inc  
186 Hill and Dale Rd  
PO Box 459  
Carmel, NY 10512

Estimate

Date	Estimate #
9/14/2020	136

Name / Address
Kent Town Hall

Project

Description	Qty	Rate	Total
We propose to do the following work at the town hall Install new approximately 15 feet of 3 cast iron piping, repipe waste line with more of a pitch to new location should help drain better		0.00 1,675.00	0.00 1,675.00
		Subtotal	\$1,675.00
		Sales Tax (0.0%)	\$0.00
		PDF tai	\$1,675.00



**Cassidy Plumbing & Heating Inc.**

**422 Route 52,  
Carmel, N.Y.  
10512**

**845-225-2492  
914-245-8900**

**SERVICE@CASSIDYPLUMBINGINC.COM**

**Estimate**

Date	Estimate #
9/3/2020	1276A

Name / Address
Town Of Kent 40 Sybils Crossing Carmel, NY 10512

Project

Description	Qty	Rate	Total
TOWN OF KENT TOWN HALL  CASSIDY PLUMBING WILL REPIPE 4" WASTE LINE WITH 4" WYE TO DROP INTO 22" AND DROP HANGERS AND PITCH PIPE CORRECTLY AND CUT AND DROP REST OF WASTE LINE TO LAST BATHROOM ON RUN. REPLACING CAST IRON 4", 3", 2" 1&1/2" PIPE & HANGERS Plumbing		4400.00	4,400.00
		<b>Subtotal</b>	\$4,400.00
Upon agreement please sign		<b>Sales Tax (0.0%)</b>	\$0.00
Client Signature		<b>Total</b>	\$4,400.00



8. Hogan & Rossi	\$5,416.63	Legal Services: September
9. Insite Engineering	\$2,346.00	Retaining Wall Ryan's Park
10. Medicare Reimbursements	\$27,006.48	3 <sup>rd</sup> Quarter
11. Millennium Strategies	\$2,500.00	Grant Services
12. NYCOMCO	\$2,846.00	2 Way Radios: Police
13. NYS Dept. of Civil Service	\$206,007.10	Health Insurance
14. NYS Unemployment	\$5,966.16	2 <sup>nd</sup> Quarter
15. Peckham Materials	\$24,469.89	Blacktop
16. State Comptroller	\$30,468.00	Justice Court Fines & Fees
17. Town of Kent Municipal Repairs	\$7,081.82	Chargebacks: Highway
	\$6,367.30	Chargebacks: Sanitation

may be paid

Motion carried unanimously

#### **LAKE CARMEL COMMUNITY CENTER RENTALS**

Councilwoman McGlasson said rentals were prohibited during quarantine due to COVID. The board was in agreement to approve rentals for the Lake Carmel Community Center going forward following COVID restrictions with a maximum of 25 people in attendance.

#### **PUBLIC COMMENT**

Eileen Civitello discussed with the board the moratorium and the extension of the moratorium. She circulated the NYS Moratorium Law to the board for their review and encouraged the board to carefully consider a Comprehensive Plan which has not been updated since 2008. She thought it beneficial for the board to prepare a Comprehensive Plan before addressing the mining code. The board explained the reason they thought the mining should be addressed first was the board needs to show progress as the Town Attorney has stated moratorium cannot be extended indefinitely. They all agreed a Comprehensive Plan is long overdue but it is a time consuming effort. Councilman Denbaum thought both the Comprehensive Plan and Mining could be moved on the same track.

#### **RESOLUTION #307 - ADJOURN TO EXECUTIVE SESSION**

On a motion by Councilman Huestis

Seconded by Supervisor Fleming

Resolved: The board adjourned to executive session at 8:40p.m. To discuss pending litigation and personnel.

Motion carried unanimously

#### **RESOLUTION #308 - ADJOURNMENT**

On a motion by Councilman Denbaum

Seconded by Councilman Ruthven

Resolved: The town board meeting adjourned at 9:50 p.m.

Motion carried unanimously

Respectfully submitted,

Yolanda D. Cappelli  
Town Clerk



