

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

Workshop/Meeting

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

The Town Board Meeting was held on Tuesday, January 19, 2021 at 7:00p.m. via ZOOM. The meeting was televised live on the Town of Kent Cable Channels as well as live streamed on YouTube. The public was able to participate via Zoom, YouTube or by emailing comments to the Supervisor. To see the full meeting visit the Town of Kent's website at www.townofkentny.gov under Video's on Demand.

Present: Supervisor Fleming, Councilpersons Denbaum, McGlasson, Huestis and Ruthven and several members of the public.

Also Present: Town Clerk Cappelli, Town Counsel Nancy Tagliafiero, Highway Superintendent Othmer and Recreation Director Kuczenski.

Pledge of Allegiance

Supervisor Fleming called the meeting to order with the Salute to the Flag at 7:05 p.m.

Mining Discussion

Supervisor Fleming said in December they talked about amending the current town code rather than adding new sections dealing with mining, two amendments are presented tonight to two sections of code, Ch 77 and Ch 63. In Ch 77, which is the zoning code the only addition would be section G, *it says the omission of the use or type of use from these regulations shall be deemed to be an exclusion thereof from all districts.* In Ch 63, there are a number of changes 63-4 conditions of issuances. Presently it is a one paragraph section of the law. We added additional language borrowed from the Carmel Town Code. We added section B *(see attached)* The Supervisor read the proposed additions of the Code. She thought these protection's is what everyone wanted without prohibiting sensible development. Councilman Huestis asked if our Code is enhancing more than the joining town. Supervisor Fleming spoke to Carmel regarding the plan on Old Route 6 in Carmel, they replied in 1972 an 8 lot subdivision was created in 2012 a regrading plan was submitted under 156-43. They highlighted that all operations outside such street rights of way and slope rights and drainage facilities shall be subject to the permanent approval of requirements. She does not know if that is clear enough and she does not know if that is pre-existing. Councilman Huestis asked if there are any loopholes he asked if this has to be submitted to the Planning Board he asked about exemptions and conflicts among 2 different municipalities. Town Counsel thought it not a concern. Councilman Ruthven needs additional time. He raised concerns about your principal purpose of use does it leave a loophole. Supervisor Fleming said you are limited in the amount you can excavate that is the most concerning part. Councilman Huestis asked what additional bond could be added to protect the town. Town Counsel said you are looking for a bond requirement in the event they deface or do not do as required. Supervisor thought an additional bond.

Eileen Civitillo understood the amendments from the Carmel Code have been added into our Soil code. She asked how that is going to protect us. In reference to a bond, she thought we had a bond for the other site that would hold them responsible. Councilman Ruthven thought there was a bond but we are seeking additional bonding to that. Eileen said we under the guise of site preparation this developer set up just that trucks came and went it was an operation to sell rock; it was under the guise of site preparation. She doesn't see it what is proposed what will protect us. She said it is the board's intent to put the residents' concerns to rest, but doesn't see that. Supervisor Fleming referred to 63-4 B. no operation shall be commenced or carry on primarily for the sale or exchanged for the excavated topsoil, earth, sand gravel, rock or other substance from the ground. Councilman Ruthven said B. 1 limits this now, by only being allowed to take out twice the volume of your foundation or basement. Eileen replied we do not have a set limit, shouldn't we address the fact that if more than 1,00 tons or 750 cubic yards are removed the DEC can permit it, and we don't address that at all and thinks we should. There were things we thought the code protected us but it did not. We spent hours and expense which seemed to be an inappropriate truck stop and were shocked by the scope of the project and the area of disturbance removing rock over a 54 acre parcel down 180 feet deep, it does say twice the amount of foundation and cellar those are not set limits we can be told a foundation has to be 8 to 14' foundation over 54' x 54' building. Supervisor Fleming said if we come up with a tonnage or sq. footage and do not have it in relation to the building it could be much more than necessary, we are making more sense by putting it in relation to the size of the building than to just make up a number. Eileen said she is under the belief that some limits and

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

§ 63-3 Public hearing.

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

§ 63-4 Conditions of issuance.

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

Comment [2]: Editor's Note: See Ch. 77, Zoning.

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

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

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

and approval requirements of this subsection.

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

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

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

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

§ 63-5 Performance of work.

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

- A. The premises shall be excavated and graded in conformity with the proposed contour plan as approved.
- B. Slopes shall not exceed 15° to the horizontal or such lesser slope that the Town Board may specify as necessary for the public health or safety, soil stability or for the reasonable use of the property after completion of the excavation.
- C. No fixed machinery shall be erected or maintained in connection with the excavation and no building shall be erected on the premises except temporary shelters for machinery and a field office.
- D. There shall be no excavation or removal within 100 feet of any street or property line, except that where the property to be excavated is considerably above street grade at the street line, removal may take place at a lesser distance from the street line if approved by the Town Board.
- E. There shall be no sharp declivities, pits or depressions, and proper drainage will be provided to avoid stagnant water, soil erosion and water pollution during and upon completion of operations.
- F. After excavation or removal, the premises shall be cleared of debris within the time provided in the permit.
- G. The top layer of arable soil for a depth of 12 inches shall be set aside and retained on the

controls have to be set to keep it in the towns' hands versus the DEC. She said it refers to the roads, construction and grades. She said in some developments the amount of materials taken were considerably more than just the footprint of the building itself. She said the roads going to it are the way a lot of material is pulled out of a site. This leaves it up to them. Councilman Ruthven reminds her that we are just seeing this and have not had time themselves to go over it. Supervisor Fleming states this is by no means a final draft of the codes. This is to give everybody structure, I encourage people to go over this in the meantime and to write to us and come to meetings. Eileen asks about the moratorium, if on March 1st are we in any jeopardy that our moratorium status is changed. Supervisor Fleming defers to Counsel and Nancy Tagliaferro answered no, we can always extend it again since we are working on something. Sue Kotzur stated the Putnam Examiner headline read Putnam Officials squash mining law and propose a simpler approach regulating mining. She asked if there is anything in the new proposed code that says your regulating mining. Supervisor Fleming replied it talks about excavating topsoil, sand and gravel and the amounts. Town Counsel said it does set limits on the excavation of soil and rocks which is essentially mining. She said we are also changing the Zoning Code as we do not have mining as a permanent use anywhere so we are specifying in Zoning that anything not in our uses is not allowed. Sue asked are we extending this another 6 months. Supervisor Fleming said we might seek to extend it as it expires March 1, she doesn't anticipate it being another six months. There were no further questions or comments.

Resolution #62 - Authorizing Eagle Scout Project at Huestis Park

Recreation Director explained Emerson is a fantastic kid who wants to give back. It is not a surprise it is a wonderful family. Emerson Appleyard thanked everyone for having him, he told the board he would like to do an Eagle Scout project where the red and the blue trails meet at Huestis Park. It is about a 7 minute walk, he would like to put benches there made out of pressure treated wood. Recreation Director said the plans were sent out to the board, the location is the perfect spot and in line with what the department wanted to do.

On a motion by Councilwoman McGlasson

Seconded by Supervisor Fleming

WHEREAS, at a meeting of the Town Board held on January 19, 2021, as part of his Eagle Scout Project, Emerson Appleyard proposed the placing of two benches on the hiking trails at Huestis Park; and

WHEREAS, the Town wishes to authorize Mr. Appleyard to place the benches at Huestis Park consistent with the proposal presented;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes Mr. Appleyard to place two benches at Huestis Park consistent with the proposal presented.

UPON ROLL CALL VOTE:

Councilwoman McGlasson: aye

Councilman Ruthven: aye

Councilman Huestis: aye

Councilman Denbaum: aye

Supervisor Fleming: aye

Motion carried unanimously

Recreation #63 – Recreation Accept Quote for On Line Registration Software

On a motion by Councilwoman McGlasson

Seconded by Supervisor Fleming

WHEREAS, the Town of Kent Town Board has received a request from the Director of the Recreation and Parks Department for the purchase of online registration software from CivicPlus at a cost not to exceed \$5,500 in the first year plus an annual service fee of \$3,000 commencing in the second year; and

WHEREAS, the Town Board has been provided with a proposal from CivicPlus pursuant to a contract with the State of New York; and

WHEREAS, Section 103(16) of the General Municipal Law exempts from competitive bidding purchase contracts for apparatus, materials, equipment and supplies, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district; and

WHEREAS, in accordance with the Town's Procurement Policy and the General Municipal Law, the Town Board wishes to authorize the Recreation and Parks Department to purchase the online registration software from CivicPlus consistent with the above referenced proposal;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes and approves the purchase of the online registration software from CivicPlus at a cost not to exceed \$5,500 in the first year plus an annual service fee of \$3,000 commencing in the second year; 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.

UPON ROLL CALL VOTE:

Councilman Denbaum -aye

Councilman Huestis -aye

Councilwoman McGlasson - aye

Councilman Ruthven - aye

Supervisor Fleming -aye

Motion carried unanimously

Resolution #64 -Recreation Acceptance of Target Grant

On a motion by Councilwoman McGlasson

Seconded by Supervisor Fleming

WHEREAS, by email dated January 6, 2021, the Director of the Town of Kent Recreation and Parks Department notified the Town Board that the Recreation and Parks Department will receive a grant of \$1,000 from the Target Corporation (the "Grant"); and

WHEREAS, the Town Board desires to accept the Grant and to approve and ratify any and all prior action taken by Town Officials in connection therewith;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby accepts the Grant in the amount of \$1,000; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Kent hereby approves and ratifies all acts heretofore taken by the Town Board, Town Supervisor, and any and all other Town Officials in connection with the subject grant.

UPON ROLL CALL VOTE:

Councilman Denbaum - aye

Councilwoman McGlasson - aye

Councilman Huestis - aye

Councilman Ruthven -aye

Supervisor Fleming - aye

Motion carried unanimously

Resolution #65 - Recreation – Paving at Ryan Fields

On a motion by Councilman Ruthven

Seconded by Councilwoman McGlasson

WHEREAS, by email dated January 8, 2021, the Director of Recreation and Parks, forwarded a proposal from Incite Engineering to review, access and create a conceptual plan for the parking lot rehabilitation and expansion at Edward Ryan Memorial Park; and

WHEREAS, according to said Director, he requested quotes from three other companies to provide such services and received no proposals in response;

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Recreation and Parks Department to obtain the engineering services of Incite Engineering for a cost not to exceed \$6,300 consistent with the proposal; and



November 23, 2020

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

Via Email: recreation@townofkentny.gov

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

Dear Mr. Kuczenski:

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

1.0 QUALIFICATIONS

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

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

2.0 SCOPE OF SERVICES

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

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

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

Tamara Harrison

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

Tamara,

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

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

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

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

Thanks!

Jared

November 23, 2020

We anticipate the following tasks for the project:

2.1 Repaving and Pavement Rehabilitation

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

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

2.2 Additional Parking

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

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

2.3 Driveway Entrance Improvements

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

2.4 Proposed Pavement Improvement Sketch and Conceptual Construction Cost Estimate

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

3.0 FEES FOR SERVICES

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

November 23, 2020

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

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

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

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

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

4.0 AUTHORIZATION TO PROCEED

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

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

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

Very truly yours,

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

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

JMW/amk

Insite File 00006.4515

November 23, 2020

AUTHORIZATION TO PROCEED

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

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

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

INSITE ACCEPTANCE:

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



2020 PROFESSIONAL SERVICES SCHEDULE

(Page 1 of 2)

FEE SCHEDULE

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Town Supervisor is hereby authorized to execute any document necessary to give effect to this resolution, in forms acceptable to the Town Supervisor and Town Attorney.

UPON ROLL CALL VOTE:

Councilman Denbaum - aye

Councilman Huestis -aye

Councilwoman McGlasson - aye

Councilman Ruthven - aye

Supervisor Fleming- aye

Motion carried unanimously

Resolution #66 - Recreation – Hiring of Park Maintenance Worker for Recreation & Parks

On a motion by Councilman Ruthven

Seconded by Councilwoman McGlasson

WHEREAS, the Town of Kent is seeking to fill a vacant position for a Park Maintenance Worker for the Recreation and Parks Department; and

WHEREAS, Jared Kuczenski, Director of the Recreation and Parks Department, has recommended the hiring of Andrew Ryan at a rate of \$27.43, less \$1.00 per hour for his first year per hour the union contract to fill the position; and

WHEREAS, the Town Board wishes to accept the recommendation of Mr. Kuczenski and hire Andrew Ryan;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes the hiring of Andrew Ryan, as Park Maintenance Worker for the Recreation and Parks Department as of January 25, 2021, at the hourly rate of \$27.43, less \$1.00 per hour for his first year per the union contract.

UPON ROLL CALL VOTE:

Councilmen Huestis: aye

Councilman Denbaum: aye

Councilwoman McGlasson: aye

Councilman Ruthven: aye

Supervisor Fleming: aye

Motion carried unanimously

Resolution #67 - Authorize Purchase of Pick Up Truck & Dump Truck

On a motion by Councilman Ruthven

Seconded by Councilwoman McGlasson

WHEREAS, the Town Board of the Town of Kent has received a request from the Town Highway Superintendent to purchase a 2020 3500 Dodge Plow Pick Up (the "Pick Up Truck") and a 2020 5500 Dodge Plow/Sander Dump Truck (the "Dump Truck"); and

WHEREAS, the Town Board has determined there is a need to purchase the Pick Up Truck and the Dump Truck; and

WHEREAS, the Town Board has been provided with a proposal for the Pick Up Truck from Robert Green Truck Division in the amount of \$46,215.80 pursuant to Onondaga County Contract #ONGOV-106-19, and a proposal for the Dump Truck from Robert Green Truck Division in the amount of \$82,063.20 pursuant to Onondaga County Contract #ONGOV-106-19. Onondaga is a county within the State of New York; and

WHEREAS, Section 103(16) of the General Municipal Law exempts from competitive bidding purchase contracts for apparatus, materials, equipment and supplies, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district; and

WHEREAS, in accordance with the Town's Procurement Policy and the General Municipal Law, the Town Board wishes to authorize the Highway Department to purchase the Pick Up Truck and Dump Truck consistent with the above referenced proposals;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes and approves the following purchases from Robert Green Truck Division pursuant to Onondaga County Contract #ONGOV-106-19 (i) one 2020 3500 Dodge Plow Pick Up for a price not to exceed \$46,215.80; and (ii) a 2020 5500 Dodge Plow/Sander Dump Truck for a price not to exceed \$82,063.20; and

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

UPON ROLL CALL VOTE:

Councilwoman McGlasson: aye

Councilman Ruthven: aye

Councilman Huestis: aye

Councilman Denbaum: aye

Supervisor Fleming: aye

Motion carried unanimously

Resolution #68 - Award Highway Bids for Highway Sand & Street Sweeping

On a motion by Councilman Ruthven

Seconded by Supervisor Fleming

WHEREAS, the Town of Kent advertised for bids for prices of highway sand and street sweeping to be effective from January 1, 2021 until December 31, 2021; and

WHEREAS, bids were received and opened and publicly read at the Kent Town Center; and

WHEREAS, Harlem Valley Sand & Gravel submitted the sole and therefore lowest bid for highway sand and Three D Industrial submitted the sole and therefore lowest bid for street sweeping;

NOW THEREFORE, BE IT RESOLVED, that upon the recommendation of Highway Superintendent Othmer, the Town Board of the Town of Kent hereby accepts the bid of Harlem Valley Sand & Gravel for highway sand and accepts the bid of Three D Industrial for street sweeping, consistent with the bid proposals submitted.

UPON ROLL CALL VOTE:

Councilwoman McGlasson: Aye

Councilman Ruthven: Aye

Councilman Denbaum: Aye

Councilman Huestis: Aye

Supervisor Fleming - Aye

Motion carried unanimously

Resolution #69 -Appoint Member to the Planning Board

On a motion by Councilwoman McGlasson

Seconded by Councilman Ruthven

WHEREAS, there is a vacancy on the Planning Board and the Town Board wishes to appoint Hugo German to the Planning Board for a 7 year term ending December 31, 2027 and to appoint Nisim Sachakov as an alternate member to the Planning Board.

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

rev-04/01/08

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

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

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

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

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

ROBERT GREEN TRUCK DIVISION
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rev-04/01/08

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

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

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

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

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

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

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

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

TOTAL

\$46,215.80

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KENT, TOWN OF
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NICK MANCUSO
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BASE MODEL LESS 26%/FACTORY OPTIONS LESS 10%/NON OEM EQUIPMENT LESS 50%

PH 845 225-6612

FX 845 225-9464

- VN 2020 RAM 3500 MECHANICS TRUCK

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

NOW, THEREFORE, BE IT RESOLVED, that Hugo German be appointed to the Planning Board, with a term to expire on December 31, 2027 and Nisim Sachakov be appointed as an alternate member.

UPON A ROLL CALL VOTE

Councilwoman McGlasson: aye

Councilman Ruthven: aye

Councilman Huestis: aye

Councilman Denbaum: aye

Supervisor Fleming: aye

Motion carried unanimously

Resolution #70 - Accept Quote for Image Mate System Software for the Planning Board

On a motion by Councilman Denbaum

Seconded by Councilwoman McGlasson

WHEREAS, the Town of Kent Town Board has received and agreed to renew the software support for the Planning Department Image Mate computer software program from Systems Development Group for an annual maintenance fee of \$1,500; 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 yearly renewal of the Image Mate computer software at a cost not to exceed \$1,500; 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.

UPON ROLL CALL VOTE:

Councilwoman McGlasson: aye

Councilman Huestis: aye

Councilman Ruthven: aye

Councilman Denbaum: aye

Supervisor Fleming: aye

Motion carried unanimously

Resolution #71 - Authorize Proposed Amendment to NYLAF Municipal Cooperation Agreement

On a motion by Councilman Denbaum

Seconded by Councilwoman McGlasson

WHEREAS, the Town of Kent (the "Town") is a participant in the "New York Liquid Asset Fund" ("NYLAF"), as defined in a Municipal Cooperation Agreement, as amended and restated as of August 1, 2019 (the "Agreement"); and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Kent, located in Putnam County, State of New York, hereby approves the following;

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

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

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

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

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



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

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

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

Software Support covers the following:

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

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

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

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

Software Enhancement Classifications

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

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

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

Town of Kent

Systems Development Group, Inc.

By: _____

By: John Kelly

Name: _____

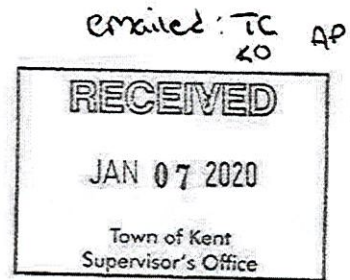
Name: John Kelly

Title: _____

Title: President/CEO

Date: _____

Date: 01/01/2021



1 2f

CALCULATED FIRE PROTECTION CO., INC. CFP

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

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

December 29, 2020

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

Re: Inspection Report

To Whom It May Concern,

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

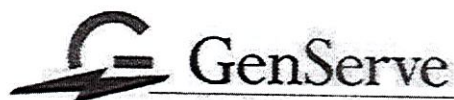
- **Police Station** – The Anti-Freeze temperature is high at +20 degrees Fahrenheit, due to a leaking 4" check valve, for the "jell" protection. This means that the antifreeze will jell once temperatures reach 20 degrees or lower. When the solution jells, the sprinkler pipe and heads will clog during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

...\$1,675.00

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

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

Chloe Higgins



Corporate Office
100 Newtown Road
Plainview, NY 11803
631.435.0437

Branch Office
115 Twinbridge Drive
Pennsauken, NJ 08110
856.768.2367

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
973.614.0091

Standby Power Maintenance Agreement

Customer Info

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

Agreement Prepared by

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

Agreement #: AAAQ59051

Contract Start: 12/1/2020

Contract Term: see below

Please select one:

One (1) Year (requires yearly renewal)

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

* No fee for early termination

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

Make	Model	Generator/Eng S/N	KW Rating	Times per Year	Service Type	Unit Price	Ext. Price
Cummins	QSL9G2	733225948	Town Hall	1	A Service	\$850.00	\$850.00
				1	B Service	\$275.00	\$275.00
Generac	3552120100	2074365	Police Dept	1	A Service	\$720.00	\$720.00
				1	B Service	\$250.00	\$250.00
Cummins	QSB5G3	Onan DSFAE	Highway Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Kohler	48RCLB	33GGGMGK0015	Highway Dept Rt 301	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Cummins	QSB5G3	72010678	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Cummins	4BT3.3	72010060	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
Cummins	4BT3.3	72010081	Water Dept	1	A Service	\$680.00	\$680.00
				1	B Service	\$250.00	\$250.00
			2 Switches	1	ATS Service	\$540.00	\$540.00

Make	Model	Generator/Eng S/N	KW Rating	Times per Year	Service Type	Unit Price	Ext. Price
					* Customer will pay GenServe the Total amount for "A" Service:		\$4,970.00
					* Customer will pay GenServe the Total amount for "B" Service:		\$1,775.00
					* Customer will pay GenServe the Total amount for Load Bank Service:		\$0.00
					* Customer will pay GenServe the Total amount for ATS Service:		\$540.00
					Sales Tax:		\$0.00
Total Annual Maintenance:							\$7,285.00

Sales tax will be charged where applicable.



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

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

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

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

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

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

GenServe is an Equal Opportunity Employer.

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

GenServe, LLC

By: Mark Intoccia

Date: 12/9/2020

Town of Kent

By:

Date:

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
973.614.0091

Corporate Office
100 Newtown Road
Plainview, NY 11803
631.435.0437

Branch Office
115 Twinbridge Drive
Pennsauken, NJ 08110
856.768.2367



TERMS AND CONDITIONS

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



TERMS AND CONDITIONS

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

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

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

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

15. **NO WAIVERS** - Except as expressly proved in the Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall preclude any other or further exercise of the same or any other right, power or remedy.

16. **NOTICES** - All notices, consents, or other communications required or permitted to be given under this agreement, other than payments or other communications related to the ordinary course of business between the parties, shall be in writing and shall be deemed to be duly given in and when (a) delivered personally, (b) transmitted by pre-paid telegram or telex, (c) mailed by first class certified mail, return receipt requested, postage pre-paid, or (d) sent by a nationally recognized express courier service, postage delivery charges pre-paid, to the parties at the respective addresses set forth in this agreement. Each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice.

17. **ACCEPTANCE** - GENSERVE, LLC will perform the Work as listed in this agreement and as indicated on Customer's equipment covered under this agreement. Inspections will be made during normal business working hours. Equipment manufacture and rating which are covered under this agreement are as listed. Prices for the Work are as indicated herein and on the service rate schedule.

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

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

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

RATES:

Scheduled Rates

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

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



PREVENTIVE MAINTENANCE CHECK LIST

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

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

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



CREDIT CARD AUTHORIZATION FORM

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

Customer/Company Name:

AMERICAN EXPRESS / VISA / MASTERCARD

Name on Card: _____

Credit Card Number: _____

Expiration Date: _____

Security Code: _____

Credit Card Billing Address:

Street: _____

City: _____

State: _____

Zip Code: _____

Telephone: (____) _____ - _____

(fax number or e-mail is required)

Fax: (____) _____ - _____

E-mail: _____

Cardholder's
Signature _____ **Date** _____

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

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



GenServe

GENSERVE INC. CUSTOMER CONTACT SHEET

CUST# 10- _____

BILL TO NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

ATTN: _____

MAIN NUMBER: _____

FAX NUMBER: _____

SITE LOCATION: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

MAIN NUMBER: _____

EMAIL ADDRESS: _____

ACCOUNTS PAYABLE CONTACT: _____

NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PURCHASE ORDER REQUIRED: YES _____ NO _____

METHOD OF PAYMENT: _____

TAX EXEMPT: YES _____ NO _____

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

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

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

Thank you for your assistance in this matter.

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

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

UPON ROLL CALL VOTE:

Councilwoman McGlasson: aye

Councilman Ruthven: aye

Councilman Huestis: aye

Supervisor Fleming - aye

Councilman Denbaum: aye

Motion carried unanimously

Resolution #72 - Authorize Contract with Calculated Fire Protection Co.,

On a motion by Councilwoman McGlasson

Seconded by Councilman Ruthven

WHEREAS, the Town of Kent received an inspection report from Calculated Fire Protection Co., Inc. which recommended the draining, flushing and recharging of the antifreeze system at the Police Station to prevent the clogging of the sprinkler pipes; and

WHEREAS, Calculated Fire Protection Co., Inc. has provided a proposal for such services to be performed for a cost of \$1,675; and

WHEREAS, the Town Board believes it to be in the best interests of the Town to accept the proposal of Calculated Fire Protection Co. Inc. and authorize the payment of the requested cost.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby accepts the proposal of Calculated Fire Protection Co., Inc. for the cost of \$1,675; and

BE IT FURTHER RESOLVED, that the Town Supervisor is hereby authorized and directed to execute 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.

UPON ROLL CALL VOTE:

Councilwoman McGlasson: aye

Councilman Ruthven: aye

Councilman Huestis: aye

Councilman Denbaum: aye

Supervisor Fleming - aye

Motion carried unanimously

Resolution #73 Authorize Contract with GenServe Inc.

On a motion by Councilman Ruthven
 Seconded by Supervisor Fleming

WHEREAS, the Town of Kent desires to enter into a service maintenance agreement to maintain the generators at the Town Hall, Police Department, Kent Highway Department, and Water District #1; and

WHEREAS, GenServe Inc. has provided a proposal for such services in two different plans the "A" Service and the "B" Service, a copy of said proposal is annexed hereto and incorporated herein by reference (the "Proposal"); and

WHEREAS, by Resolution #372 adopted by the Town Board on December 15, 2020 the Town Board authorized the Town Supervisor to enter into a service maintenance agreement with GenServe Inc.; and

WHEREAS, the Town Board wishes to rescind Resolution #372 authorizing the Town Supervisor to enter into a service maintenance agreement consistent with the annexed Proposal; and

WHEREAS, the Town believes it to be in the best interest of the Town to accept the GenServe Inc. Proposal at a yearly cost of \$7,285.

NOW, THEREFORE, BE IT RESOLVED, that Resolution #372 is hereby rescinded; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Kent hereby accepts the proposal of GenServe Inc. at an annual rate of \$7,285; and

BE IT FURTHER RESOLVED, that the Town Supervisor is hereby authorized and directed to execute 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.

UPON ROLL CALL VOTE:

Councilwoman McGlasson: aye

Councilman Ruthven: aye

Councilman Huestis: aye

Councilman Denbaum: aye

Supervisor Fleming: aye

Motion carried unanimously

Resolution #74 - Authorize Town Clerk to Advertise Request for Proposals for On Call Plumbing, Electrician, Masonry, Painting, HVAC, Carpentry & Handyman Repair Service

On a motion by Councilman Ruthven
 Seconded by Councilwoman McGlasson

WHEREAS, that the Town Board wishes to advertise that it is seeking Proposals for on call plumbing, electrician, masonry, painting, HVAC, Carpentry and handyman/repair services; and

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise for Requests for Proposals for on call plumbing, electrician, masonry, painting, HVAC, Carpentry, and handyman/repair services.

UPON ROLL CALL VOTE:

Councilwoman McGlasson: aye

Councilman Ruthven: aye

Councilman Huestis: aye

Councilman Denbaum: aye
Supervisor Fleming: aye
Motion carried unanimously

Resolution #75 - Add to the Agenda

On a motion by Supervisor Fleming
Seconded by Councilman Denbaum
Resolved: Authorize correction of Violation was added to the Agenda.
Motion carried unanimously

Resolution #76 - Authorizing Correction of Violation, Acceptance of Proposal & Charge to Property Owner – 5 Whittier Road

On a motion by Councilman Ruthven
Seconded by Supervisor Fleming

WHEREAS, the Code Enforcement Officer of the Town of Kent issued an Order to Remedy a Violation dated December 29, 2020 (the "Order to Remedy") directing the owner to remove rubbish from the exterior of the property identified as 5 Whittier Road, Kent, New York (the "Property"); and

WHEREAS, the Order to Remedy directs the owner to correct the violation or respond to the Code Enforcement Office within ten days and, to date, the owner of the Property has not responded or corrected the violations; and

WHEREAS, pursuant to Chapter 55A of the Town Code of the Town of Kent regarding "Property Maintenance", upon the failure of any owner to comply, the Building Inspector is authorized to correct a violation subject to the approval of the Town Board; and the Town Board wishes to authorize the Building Inspector to correct the violation; and

WHEREAS, consistent with the Town's Procurement Policy, the Town of Kent requested three written proposals from contractors to correct the violation on the Property and received one proposal in response from FI Adams Inc. in the amount of \$500, a copy of said proposal is annexed hereto and incorporated by reference; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Kent hereby accepts the bid of FI Adams Inc. for the correction of the violation at a cost not to exceed \$500; and

FURTHER RESOLVED, that the actual cost of the correction of the violation, plus the accrued legal rate of interest from the date of completion of the work, shall be charged to the property owner by the Town in accordance with Chapter 55A-12(B).

UPON ROLL CALL VOTE:

Councilwoman McGlasson: aye
Councilman Huestis: aye
Councilman Ruthven: aye
Councilman Denbaum: aye
Supervisor Fleming - aye
Motion carried unanimously

Resolution #77 - Approve Vouchers and Claims

On a motion by Councilman Huestis
Seconded by Supervisor Fleming
Resolved: All Vouchers and Claims submitted by

January 19, 2021

TOWN BOARD MEETING JANUARY 19, 2021

2020 Vouchers

1. Beacon Recycling	\$4446.72	Sanitation
2. Carmel Animal Hospital	\$2067.72	Dog Control
3. Champion Salt	\$16360.10	Salt
4. City Carting & Recycling Inc	\$5056.33	Lake Carmel Garbage
	\$5851.81	Lake Carmel Garbage
	\$7214.78	Lake Carmel Garbage
5. Sport-Tech Construction Corp	\$56000.00	Lake Carmel Community Center Fence
6. Stronghold Industries, LLC	\$7708.20	Municipal Repairs Parts
7. Town of Kent Municipal Repairs	\$26,801.96	December monthly chargebacks - Highway

2021 Vouchers

1. City Carting & Recycling Inc	\$8048.58	Lake Carmel Garbage
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May be paid.

UPON ROLL CALL VOTE:

Councilwoman McGlasson – aye

Councilman Huestis – aye

Councilman Ruthven – aye

Councilman Denbaum – aye

Supervisor Fleming – aye

Motion carried unanimously

Public Comment

Sue Kotzur asked about the names of those appointed to the Planning Board. Supervisor Fleming provided the names. She also asked the delivery date for the Recycling Truck. Councilman Huestis replied it takes months.

Resolution # 78 - Adjournment

On a motion by Supervisor Fleming

Seconded by Councilwoman McGlasson

Resolved: The meeting adjourned at 9:26 p.m.

UPON ROLL CALL VOTE:

Councilwoman McGlasson – aye

Councilman Huestis- aye

Councilman Ruthven – aye

Councilman Denbaum – aye

Supervisor Fleming – aye

Motion carried unanimously

Respectfully Submitted,

Yolanda D. Cappelli

Town Clerk