

Town of Kent
Town Board Meeting
February 7, 2023

Public Hearing

Senior/Veterans Tax Exemptions

Mining Moratorium: Extension

Workshop/Meeting 7pm

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Discussion about Lake Carmel Community Center
 - b. GenServe-repairs for generators
 - c. Court Conference Room-carpet repair
 - d. Barton and LoGuidice- Building Renovation Study
 - e. Lake Carmel FD Service Awards
 - f. Town Hall-automatic doors
 - g. Police- radio agreement
4. Vouchers
5. Announcement
6. Public Comment

TOWN OF KENT
NOTICE OF HEARING

AMENDMENTS TO CHAPTER 67
OF THE KENT TOWN CODE

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Kent, New York, on _____, 2023 an amendment to Kent Town Code Chapter 67, entitled "Taxation", which amendment will revise Chapter 67-2 to amend the maximum senior citizen tax exemption and 67-3.1 to amend the procedure for amending eligibility requirements.

NOW THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Kent, New York will hold a public hearing on the aforesaid Amendment at the Town Offices, 25 Sybil's Crossing, Kent, New York, on _____, 2023 at 7:00 p.m. in the evening of that day at which time all persons interested therein shall be heard. The Town Board will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: _____, 2023

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF KENT

YOLANDA D. CAPELLI, TOWN CLERK

TOWN OF KENT
AMENDMENT TO
CHAPTER 67
OF THE KENT TOWN CODE

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

Section 1. Chapter 67, entitled “Taxation” Article I, entitled “Senior Citizen Tax Exemption” Subsections 67-2 and Subsection 67-3.1 shall be amended as follows:

§ 67-2 Application; income limits.

- A. All of the provisions, conditions and requirements of § 467 of the Real Property Tax Law and § 467-b, Subdivision 3a, of the Real Property Tax Law and § 467-c, Subdivision 1d, of the Real Property Tax Law and amendments thereto shall apply to the applications for and the granting of such an exemption on the assessment roll of the Town of Kent, except that no exemption shall be granted if the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the **\$48,400 for the year 2023; \$53,400 for the year 2024; and \$58,400 or the year 2025.** ~~the sum of \$37,400.~~
- B. Real property owned by persons 65 years of age or over shall be exempt from certain town taxes up to a minimum of 50% of the assessed valuation pursuant to the following schedule:

(1) For the Assessment Roll Year 2023

Annual Income	Percentage of Assessed Value Exempt from Taxation
\$29,000 or less <u>\$40,000 or less</u>	50%
\$29,000 to \$30,000 <u>\$40,001 to \$41,000</u>	45%
\$30,000 to \$31,000 <u>\$41,001 to \$42,000</u>	40%
\$31,000 to \$32,000 <u>\$42,001 to \$43,000</u>	35%
\$32,000 to \$32,900 <u>\$43,001 to \$43,900</u>	30%
\$32,900 to \$33,800 <u>\$43,901 to \$44,800</u>	25%
\$33,800 to \$34,700 <u>\$44,801 to \$45,700</u>	20%
\$34,700 to \$35,600 <u>\$45,701 to \$46,600</u>	15%
\$35,600 to \$36,500 <u>\$46,601 to \$47,500</u>	10%
\$36,500 to \$37,400 <u>\$47,501 to \$48,400</u>	5%

(2) For the Assessment Roll Year 2024

<u>Annual Income</u>	<u>Percentage of Assessed Value Exempt from Taxation</u>
<u>\$45,000 or less</u>	<u>50%</u>
<u>\$45,001 to \$46,000</u>	<u>45%</u>
<u>\$46,001 to \$47,000</u>	<u>40%</u>
<u>\$47,001 to \$48,000</u>	<u>35%</u>
<u>\$48,001 to \$48,900</u>	<u>30%</u>
<u>\$48,901 to \$49,800</u>	<u>25%</u>

<u>\$49,801 to \$50,700</u>	<u>20%</u>
<u>\$50,701 to \$51,600</u>	<u>15%</u>
<u>\$51,601 to \$52,500</u>	<u>10%</u>
<u>\$52,501 to \$53,400</u>	<u>5%</u>

(3) For the Assessment Roll Year 2025

<u>Annual Income</u>	<u>Percentage of Assessed Value Exempt from Taxation</u>
<u>\$50,000 or less</u>	<u>50%</u>
<u>\$50,001 to \$51,000</u>	<u>45%</u>
<u>\$51,001 to \$52,000</u>	<u>40%</u>
<u>\$52,001 to \$53,000</u>	<u>35%</u>
<u>\$53,001 to \$53,900</u>	<u>30%</u>
<u>\$53,901 to \$54,800</u>	<u>25%</u>
<u>\$54,801 to \$55,700</u>	<u>20%</u>
<u>\$55,701 to \$56,600</u>	<u>15%</u>
<u>\$56,601 to \$57,500</u>	<u>10%</u>
<u>\$57,501 to \$58,400</u>	<u>5%</u>

C. The income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption from all sources, as set forth in §§ 467 and 467-b, Subdivision 3a, of the Real Property Tax Law and § 467-c, Subdivision 1d, of the Real Property Tax Law, must not exceed **\$48,400 for the year 2023; \$53,400 for the year 2024; and \$58,400 or the year 2025.** \$48,399. "Income Tax Year" shall mean the twelve-month period for which the owner or owners file a federal personal income tax return or, if no such return is filed, in the calendar year. When title is vested in either husband or wife, the combined income of both may not exceed such sum.

D. This article shall apply to the assessment roll as follows: **for §67-2(B)(1) commencing for the year 2023 and for the taxable year 2023/2024; for §67-2(B)(2) commencing for the year 2024 and for the taxable year 2024/2025; and for §67-2(B)(3) commencing for the year 2025 and for the taxable year 2025/2026.** ~~commencing for the year 2009 and for the taxable year 2009/2010.~~

E. This article shall take effect immediately.

§67-3.1 Amending eligibility requirements.

The Town Board may amend the schedule set forth in §184-2(B) ~~§67-2(B)~~, by resolution, following a duly noticed public hearing.

Section 2. Severability.

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

Section 3: Effective Date.

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

Dated: _____, 2023

BY THE ORDER OF THE TOWN BOARD
TOWN OF KENT

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

RESOLUTION INTRODUCING
LOCAL LAW ___-2023 AND PROVIDING FOR PUBLIC
NOTICE AND HEARING

INTRODUCED BY:

SECONDED BY: _____

DATE OF CONSIDERATION/ADOPTION: _____ 2023

BE IT RESOLVED that an amendment to Kent Town Code Chapter 67, entitled "Taxation", is hereby introduced by C. Tompuri, as Introductory Local Law # ___ of the year 2023 before the Town Board of the Town of Kent in the County of Putnam and State of New York, and

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

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

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

UPON ROLL CALL VOTE:

Supervisor McGlasson _____	Councilman Ruthven _____
Councilwoman Campbell _____	Councilman Boyd _____
Councilman Tompuri _____	

VOTE: RESOLUTION CARRIED BY A VOTE OF _____ TO _____ ABSTAIN _____
State of New York)
County of Putnam) ss:

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

Dated: _____, 2023

Yolanda D. Cappelli, Town Clerk



1511 Route 22, Suite C24
Brewster, NY 10509 845.278.7710

69 State Street, 13th Floor
Albany, NY 12207 518.874.0617

1967 Wehrle Drive, Suite One
Buffalo, NY 14221 716.402.4580

E-mail: adelaidemail@adelaidellc.com
Fax: 845.278.7750

January 19, 2023

Via Email

Attn: Ms. Heidi Link
Town of Kent
25 Sybil's Crossing
Kent Lakes, New York 10512

**RE: Asbestos Inspection on the Town of Kent Community Center (Interior & Exterior)
10 Huguenot Road, Lake Carmel, NY 10512**

Dear Ms. Link:

Adelaide is pleased to provide you with this proposal for asbestos and lead based paint and PCB testing services at the above referenced property based on the information provided to our office on Date. Adelaide will perform the inspection at the locations for the materials to be impacted by renovations according to all federal, state and local regulations.

Asbestos Testing Services:

Adelaide will charge **\$1,440.00** for labor to inspect, collect all samples necessary and provide a technical report of the findings. **The bulk samples will be submitted as a reimbursable expense based on the schedule below:**

- | | |
|---|-------------------|
| - PLM Bulk Samples | \$18.00/sample |
| - PLM NOB Bulk Samples | \$23.00/sample |
| - TEM/NOB Bulk Samples | \$52.00/sample* |
| - TEM/NOB Bulk Samples (prepped and not analyzed) | \$12.00/sample |
| - XRF Lead Testing | Included in Labor |

* Please note the State of NY requires all non-organically bound materials – NOB's (i.e. Window/Door Caulk, Floor Tiles, Mastic Roofing Materials etc.) to be analyzed by both PLM & TEM NOB procedures in order to call a material negative.

The **estimated** reimbursable amount total for sample analysis will be approximately **\$2,898.00 (labor and report are separate from this price)**. This estimate is for 36 PLM and 30 PLM NOB/TEM NOB samples analyzed for the project. **If more or less samples are needed the fee will be adjusted accordingly.** The pricing assumes all PLM NOB's will need to be analyzed by TEM.

Total Estimated Cost Hazardous Materials Inspection Services \$1,440.00 (labor) + \$2,898.00 (estimated sample analysis) = Approximately \$4,338.00

This is an estimated cost; Adelaide will bill, and client agrees to pay for actual amounts utilized for the work.



Notes Regarding Inspection:

Surfacing Materials:

If any of the surfacing materials (i.e. plaster, sheetrock or fireproofing) contains vermiculite additional site visits and sample analysis will be required to determine the absence of asbestos and is not included in this proposal.

Lift Access:

Adelaide assumes there is safe access to all locations and that if a lift is required for any sampling that will be a separate charge. This includes access to equipment being removed as part of the project.

Electrical Components:

If electrical wiring is to be impacted; wire insulation and other related components will need to be sampled or assumed positive. In order to sample electrical components arrangements must be made with the facilities electrician to safely access and sample these materials. The electrician is also responsible for properly repairing materials compromised during sampling.



TERMS AND CONDITIONS OF AGREEMENT

1. APPLICABILITY.

This Agreement shall apply to the Proposal of Services previously given to and accepted by Client.

2. SERVICES RENDERED.

Client grants to the contractor the exclusive right to carry out the services as set forth in the Proposal of Services. Client agrees to make payments as provided therein and Contractor agrees to furnish such services as specified in accordance with the terms of this Agreement.

3. CHARGES AND PAYMENT.

Client shall pay to the Contractor on the basis set forth in said Proposal of Services provided by Contractor within ten (10) days after receipt of an invoice from the Contractor. Contractor may impose, and client agrees to pay a late fee and interest for the past due payments not to exceed the maximum rate allowed by applicable law. In any event that any payment is not made when due, Contractor may, at its sole option, terminate this Agreement on notice to the Client and recover all past due payments and liquidated damages as set forth below.

4. CHANGES.

Any changes to the Proposal of services shall be in writing.

5. EQUIPMENT.

(a) Responsibility. Any equipment furnished by Contractor to any property owned or leased by client shall remain the property of Contractor. Client acknowledges that Client will take no steps or permit any action which would result in loss or damage to the equipment.

(b) Access. Client agrees to provide unobstructed access to Contractor to fulfill the terms of the Proposal of Services

(c) Liquidated Damages. If Client defaults or attempts to cancel Contractor's services, Client agrees that the Contractor's actual damages would be difficult, if not possible, to calculate. Therefore, Client agrees that in any such event it shall pay all past due sums and, in addition, shall pay as liquidated damages and not as penalty an amount equal to 30% of the remaining amounts due under the Proposal, plus all attorney's fees and expenses incurred by Contractor to enforce its rights against Client for cancellation of said Agreement.

6. ATTORNEY'S FEES.

In the event of the breach of this agreement by client, the client shall be responsible for any and all reasonable attorneys' fees, collection fees and the costs of Adelaide Environmental Health Associates Inc. incident to any action brought to enforce the terms of the Agreement.



7. INDEMNIFICATION.

The Client hereby agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for any injury or death to persons or loss or damage to property arising out of Client's use or possession of Contractor's equipment and for any negligence of the Client to Contractor or any other person, regardless of apportionment of fault against the Contractor or determination of assumption of the risk by the Contractor, any of contractor's employees, assigns or other personnel.

8. ARBITRATION.

The parties agree that any disputes shall be submitted to arbitration by using the American Arbitration Association, or any similar organization, or any arbitrator or organization agreeable to the parties hereto.

9. ASSIGNMENT AND BENEFIT.

This Agreement shall be binding on the parties, their successors and/or assigns.

10. EXCUSED PERFORMANCE.

Neither party hereto shall be liable for its failure to perform or delay in performance due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to get permits, fires and acts of God and such failure shall not constitute a Default under this Agreement.

If you have any questions or require any further information, feel free to contact me at our office. We appreciate the opportunity to provide this proposal and look forward to working with you on this project.

11. ESTIMATED BULK SAMPLE COST

Adelaide's fee is completely dependent on the scope of work provided prior to preparing this proposal. The total sample cost is estimated based on this information. If more or less samples are needed the fee will be adjusted accordingly. The pricing assumes all PLM NOB's will need to be analyzed by TEM.

This is an estimated cost; Adelaide will bill, and client agrees to pay for actual amounts utilized for the work.

Sincerely,
John Soter
Senior Vice-President

Accepted by:

Authorized Representative Date



GenServe Inc.
100 Newtown Road
Plainville, NY 11803
(831) 435-0437
Fax: (831) 435-2273
www.genserveinc.com

GenServe Inc.
341 Kaplan Drive - Unit 1
Fairfield, NJ 07004
(973) 614-0091
Fax: (973) 614-0095
www.genserveinc.com

GenServe Inc.
115A Twinbridge Drive
Pennsauken, NJ 081103
(856) 324-0459
Fax: (856) 439-6616
www.genserveinc.com

STANDBY POWER - COGENERATION
SALES - SERVICE - LEASING
718-956-8700 631-435-0437

SITE NAME Town Of Kent CUST. P.O.# _____ SERVICE JOB # 0375604 WO# _____
ADDRESS 25 Sybil's Crossing, Kent Lakes, NY 10512
CONTACT Jamie McGlasson PHONE 845-225-3943 DATE 1/26/2023
ENGINE/GENERATOR MAKE ONAN SPEC D MODEL _____ ESN A120289209
SPEC. # _____ HRS. 0.00
ENGINE/GENERATOR MAKE _____ MODEL *QSB5-G3-NR3 SN 73344960
SPEC. # 0100-4046-01 C11 ANTHONY MCCARTHY

UNIT ID: highway department		PREVENTATIVE MAINTENANCE CHECK LIST		A-SERVICE	
LUBRICATION		AIR INTAKE		ENGINE PERFORMANCE	
Check:		Check:		Check:	
a. Leaks		a. Air cleaner restrictions	P	a. Governor operation	
b. Engine oil level		b. Piping and connections	P	b. Vibration	
c. Governor oil level**		c. Air cleaner element/#	P	c. Mounting hardware*	
d. Crankcase breather				d. Oil pressure	66psi
Change:		EXHAUST SYSTEM		e. Water temperature	177°F
e. Oil filter #	LF3970 P	Check:		f. DC alternator	
f. Engine oil type/qty	8 gals 15/40 P	a. Leaks	P	1. Volts	14.2VDC
g. Governor oil**		b. Condensation trap	P	GENERATOR PERFORMANCE	
Test: Oil sample* #	22123Y87707 P	c. Wet stacking*	P	Visual Check:	
COOLING SYSTEM		d. Insulation	P	a. Rotor*	
Check:		e. Raincap	P	b. Stator*	
a. Leaks	P	f. Hangers/Supports/Flex sections	P	c. Excitor/PMG*	
b. Coolant level	P	BATTERY SYSTEM		d. Bearings/Grease*	
c. Freeze point	-30°F P	Check:		e. Diodes/Rectifier*	
d. Radiator air flow	P	a. Charger voltage	12VDC	f. Windings and electrical connections*	
e. Louver system	P	1. Float	13.88VDC P	g. Voltage Regulator	
f. Block heater	See note P	2. Equalize		h. Air flow	
g. Water pump	P	b. Electrolyte level	N/A	i. Circuit breaker	
h. Hoses	P	c. Terminals	P	Record:	
i. Belts	P	d. Cables	P	j. Voltage	240/120VAC P
j. Fan hub	P	e. Specific gravity		k. Hertz	60hz P
k. Pulleys	P	1. High	Sealed N/A	CONDITION-GENSET SYSTEM	
l. Radiator PSI*	P	2. Low	N/A	Check/Clean:	
m. Radiator cap PSI	P	f. Battery type/qty	1 x4D	a. Unusual/unsafe	P
n. Antifreeze type/capacity	P	Clean:		b. Housekeeping/wipe down unit*	P
Change:		g. Terminals/protector	P	BUILDING LOAD TEST*	
o. Water filter** #		ELECTRICAL SYSTEM		Record:	
Test: Antifreeze sample* #	22074T34165 P	Visual Check:		a. Amperage/leg	No transfer test N/A
FUEL SYSTEM		a. Wiring connections	P	b. Voltage/leg	See note on ATS N/A
Fuel type:		b. Instrumentation	P	c. Hertz	N/A
Check:		c. Chafing	P	GENSET	
a. Fuel leaks	P	d. Alarms	P	Check:	
b. Lines/connections	P	e. Prealarms		a. Genset in auto?	Yes
c. Daytank level/gls	N/A	f. Circuit breakers	P	b. Breaker closed?	Yes
d. Daytank operation	N/A	g. Fuses	P	Beginning Hrs:	643.9
e. Transfer pump	N/A	h. Remote annunciator		Ending Hrs:	644.4
f. Main tank level/capacity	85% P	Check safety shutdowns:		DIESEL EMISSION TEST NJ ONLY:	
g. Vents/overflow	P	a. Overcrank		Air Quality:	
h. Injection pump	P	b. High water temperature	P	CODES:	
i. Solenoid valve		c. Low oil pressure	P	*As needed, specified, or during A service only.**If Equip	
Change:		d. Overspeed		P-PASS, F-FAIL, C-CHANGED, N/A-NOT APPLICABL	
j. Fuel filter #	FF5512 P				
k. Water separator** #	FS19732 P				
Test: Fuel sample* #					

NOTES/COMMENTS

The heater on this unit is nearing end of life , I recommend replacing. The ATS cabinet door wasn't latched correctly. It was also unlocked not as I last left it. There is heavy dirt and dust contamination on the inside. This is an unsafe condition. The switch needs to be POWERED DOWN to clean. New door seal also needs to be installed. Heavy dirt dust in generator. Wiped interior down as best I could.

NOT AVAILABLE

Signed By: _____
Date: 01/26/2023 16:06:03



GenServe Inc.
100 Newtown Road
Plainville, NY 11803
(631) 435-0437
Fax: (631) 435-2273
www.genserveinc.com

GenServe Inc.
341 Kaplan Drive - Unit 1
Fairfield, NJ 07004
(973) 614-0081
Fax: (973) 614-0095
www.genserveinc.com

GenServe Inc.
115A Twinbridge Drive
Pennsauken, NJ 081103
(856) 324-0459
Fax: (856) 438-6616
www.genserveinc.com

STANDBY POWER - COGENERATION
SALES - SERVICE - LEASING
718-956-8700 631-435-0437

SITE NAME Town Of Kent CUST. P.O.# _____ SERVICE JOB # 0375608 WO # _____

ADDRESS 25 Sybil's Crossing, Kent Lakes, NY 10512

CONTACT Jamie McGlasson PHONE 845-225-3943 DATE 1/26/2023

ENGINE/GENERATOR MAKE CUMMINS SPEC E MODEL DSHAB9473803 ESN L110284602

SPEC. # _____ HRS. 0.00

ENGINE/GENERATOR MAKE _____ MODEL *QSL9-G2 NR3 SN 733225948

SPEC. # A0340684 C11 ANTHONY MCCARTHY

UNIT ID: <u>Town Hall 25 SYBILS CROSSING</u>		PREVENTATIVE MAINTENANCE CHECK LIST		A-SERVICE	
LUBRICATION		AIR INTAKE		ENGINE PERFORMANCE	
Check:		Check:		Check:	
a. Leaks	P	a. Air cleaner restrictions	P	a. Governor operation	P
b. Engine oil level	P	b. Piping and connections	P	b. Vibration	P
c. Governor oil level**		c. Air cleaner element/#	P	c. Mounting hardware*	P
d. Crankcase breather	P			d. Oil pressure	76psi P
Change:		EXHAUST SYSTEM		e. Water temperature	170°F P
e. Oil filter #	LF3800 P	Check:		f. DC alternator	P
f. Engine oil type/qty	10gals 15/40 P	a. Leaks	P	1. Volts	14.1VDC P
g. Governor oil**		b. Condensation trap	P	GENERATOR PERFORMANCE	
Test: Oil sample* #	22123Y87785 P	c. Wet stacking*	P	Visual Check:	
		d. Insulation	P	a. Rotor*	P
COOLING SYSTEM		e. Raincap	P	b. Stator*	P
Check:		f. Hangers/Supports/Flex sections	P	c. Excitor/PMG*	
a. Leaks	P	BATTERY SYSTEM		d. Bearings/Grease*	
b. Coolant level	P	Check:		e. Diodes/Rectifier*	
c. Freeze point	P	a. Charger voltage	12VDC	f. Windings and electrical connections*	P
d. Radiator air flow	P	1. Float	13.4VDC P	g. Voltage Regulator	P
e. Louver system		2. Equalize		h. Air flow	P
f. Block heater	TPS151GT10-080 P	b. Electrolyte level	N/A	i. Circuit breaker	P
g. Water pump	P	c. Terminals	P	Record:	
h. Hoses	P	d. Cables	P	j. Voltage	208/120VAC P
i. Bells	P	e. Specific gravity		k. Hertz	60hz P
j. Fan hub	P	1. High	Sealed N/A	CONDITION-GENSET SYSTEM	
k. Pullays	P	2. Low	N/A	Check/Clean:	
l. Radiator PSI*	P	f. Battery type/qty	2 xGP24P	a. Unusual/unsafe	P
m. Radiator cap PSI	P	Clean:		b. Housekeeping/wipe down unit*	P
n. Antifreeze type/capacity	P	g. Terminals/protector	P	BUILDING LOAD TEST*	
Change:		ELECTRICAL SYSTEM		Record:	
o. Water filter** #	WF2071 P	Visual Check:		a. Amperage/leg	No transfer test N/A
Test: Antifreeze sample* #	22074T34153 P	a. Wiring connections	P	b. Voltage/leg	N/A
		b. Instrumentation	P	c. Hertz	N/A
FUEL SYSTEM		c. Chafing	P	GENSET	
Fuel type:		d. Alarms		Check:	
Check:		e. Prealarms	P	a. Genset in auto?	Yes
a. Fuel leaks	P	f. Circuit breakers	P	b. Breaker closed?	Yes
b. Lines/connections	P	g. Fuses	P	Beginning Hrs:	586.8
c. Daytank level/gls	N/A	h. Remote annunciator	P	Ending Hrs:	587.3
d. Daytank operation	N/A	Check safety shutdowns:		DIESEL EMISSION TEST NJ ONLY:	
e. Transfer pump	N/A	a. Overcrank		Air Quality:	
f. Main tank level/capacity	75%	b. High water temperature	P	CODES:	
g. Vents/overflow	P	c. Low oil pressure	P	*As needed, specified, or during A service only.**If Equip	
h. Injection pump	P	d. Overspeed		P-PASS, F-FAIL, C-CHANGED, N/A-NOT APPLICABL	
i. Solenoid valve					
Change:					
j. Fuel filter #	FF5580 P				
k. Water separator** #	FS19732 P				
Test: Fuel sample* #					

NOTES/COMMENTS

Block heater bad , needs to be replaced.

Not Available

Signed By: Donna Luchini Job Voice Message
Date: 01/26/2023 16:01:57



GenServe Inc.
100 Newtown Road
Plainville, NY 11803
(831) 435-0437
Fax: (631) 435-2273
www.genserveinc.com

GenServe Inc.
341 Kaplan Drive - Unit 1
Fairfield, NJ 07004
(973) 614-0091
Fax: (973) 614-0095
www.genserveinc.com

GenServe Inc.
115A Twinbridge Drive
Pennsauken, NJ 081103
(856) 324-0459
Fax: (856) 438-6616
www.genserveinc.com

STANDBY POWER - COGENERATION
SALES - SERVICE - LEASING
718-956-8700 631-435-0437

SITE NAME Town Of Kent CUST. P.O.# _____ SERVICE JOB # 0375609 WO # _____

ADDRESS 25 Sybil's Crossing, Kent Lakes, NY 10512

CONTACT Jamie McGlasson PHONE 845-225-3943 DATE 1/26/2023

ENGINE/GENERATOR MAKE MITSUBISHI MODEL 6D16 ESN 963836

SPEC. # _____ HRS. 0.00

ENGINE/GENERATOR MAKE GENERAC MODEL *3552120100 SN 2074365

SPEC. # SDUT30-G387-6D18EBSYC C11 ANTHONY MCCARTHY

UNIT ID: Police Dept		PREVENTATIVE MAINTENANCE CHECK LIST		A-SERVICE	
LUBRICATION		AIR INTAKE		ENGINE PERFORMANCE	
Check:		Check:		Check:	
a. Leaks	P	a. Air cleaner restrictions	P	a. Governor operation	P
b. Engine oil level	P	b. Piping and connections	P	b. Vibration	P
c. Governor oil level**		c. Air cleaner element#	P	c. Mounting hardware*	P
d. Crankcase breather	P			d. Oil pressure	50psi P
Change:*		EXHAUST SYSTEM		e. Water temperature	176°F P
e. Oil filter #	LF3586 P	Check:		f. DC alternator	P
f. Engine oil type/qty	5 gals 15/40 P	a. Leaks	P	1. Volts	27.1VDC P
g. Governor oil**		b. Condensation trap	P	GENERATOR PERFORMANCE	
Test: Oil sample* #	22123Y87697 P	c. Wet stacking*	P	Visual Check:	
		d. Insulation	P	a. Rotor*	P
COOLING SYSTEM		e. Raincap	P	b. Stator*	P
Check:		f. Hangers/Supports/Flex sections	P	c. Excitor/PMG*	
a. Leaks	P	BATTERY SYSTEM		d. Bearings/Grease*	
b. Coolant level	P	Check:		e. Diodes/Rectifier*	
c. Freeze point	-30°F (Low DCA) P	a. Charger voltage	24VDC	f. Windings and electrical connections*	P
d. Radiator air flow	P	1. Float	27.3VDC P	g. Voltage Regulator	P
e. Louver system		2. Equalize		h. Air flow	P
f. Block heater	TPS151GT10-000 F	b. Electrolyte level	C	i. Circuit breaker	P
g. Water pump	P	c. Terminals	P	Record:	
h. Hoses	P	d. Cables	P	j. Voltage	208/120VAC P
i. Belts	P	e. Specific gravity		k. Hertz	60hz P
j. Fan hub	P	1. High	1230 (Left only)	CONDITION-GENSET SYSTEM	
k. Pulleys	P	2. Low	Right is from 2019	Check/Clean:	
l. Radiator PSI*	P	f. Battery type/qty	2 x4D	a. Unusual/unsafe	P
m. Radiator cap PSI	P	Clean:		b. Housekeeping/wipe down unit*	P
n. Antifreeze type/capacity	P	g. Terminals/protector	P	BUILDING LOAD TEST*	
Change:*		ELECTRICAL SYSTEM		Record:	
o. Water filter** #		Visual Check:		a. Amperage/leg	No transfer test N/A
Test: Antifreeze sample* #	22074T34150 P	a. Wiring connections	P	b. Voltage/leg	N/A
		b. Instrumentation	P	c. Hertz	N/A
FUEL SYSTEM		c. Chafing	P	GENSET	
Fuel type:		d. Alarms	P	Check:	
Check:		e. Prealarms		a. Genset in auto?	Yes
a. Fuel leaks	P	f. Circuit breakers	P	b. Breaker closed?	Yes
b. Lines/connections	P	g. Fuses	P	Beginning Hrs:	331.3 / 951.2
c. Daytank level/gls	N/A	h. Remote annunciator	P	Ending Hrs:	331.9 / 951.8
d. Daytank operation	N/A	Check safety shutdowns:		DIESEL EMISSION TEST NJ ONLY:	
e. Transfer pump	N/A	a. Overcrank		Air Quality:	
f. Main tank level/capacity	P	b. High water temperature	P	Good	
g. Vents/overflow	P	c. Low oil pressure	P	CODES:	
h. Injection pump	P	d. Overspeed		*As needed, specified, or during A service only. **If Equip	
i. Solenoid valve				P-PASS, F-FAIL, C-CHANGED, N/A-NOT APPLICABL	
Change:*					
j. Fuel filter #	BF720 P				
k. Water separator** #					
Test: Fuel sample* #					

NOTES/COMMENTS

Block heater failed and needs to be replaced before weather gets any colder. Right side battery also needs to be replaced. Coolant DCA low.

+NOT AVAILABLE

Signed By: Door Lockout (alt: macage)
Date: 01/26/2023 16:01:02



Corporate Office
 100 Newtown Rd
 Plainview, New York 11803
 United States
 Remit Payment Here

Branch Office
 341 Kaplan Dr
 #1
 Fairfield, NJ 07004
 US

Sales Quotation

Customer Information
 Town Of Kent
 25 Sybil's Crossing
 Kent Lakes, New York 10512
 United States

Prepared By
 Steven Andiorio
 (973) 614-0091
 sandiorio@genserveinc.com

Q-06642
 Quote Generated On:
 1/27/2023
 Expires On: 2/26/2023

Highway

Power when you need it is GenServe's promise. GenServe is your single solution to all of your power back-up needs. GenServe has been providing superior industrial generator sales and service for two decades and has grown to be the largest company in the metro area. With more than 100 trucks on the road, on average our expert technicians can get to you within two hours.

ATT: Jamie McGlasson

During the recent inspection, the technician found the Automatic Transfer Switch in desperate need of maintenance.

This quote is for a major PM, cleaning and the replacement for the door edge seals due to moisture intrusion.

Following the repair, the unit will be inspected for repair integrity and unit operation.

NOTE: The ATS will need to be POWERED DOWN for this work to be performed.

NOTE: This work is quoted to be done during normal weekday hours. If the ATS can only be powered down after normal hours, please advise so this quote can be revised to reflect the change.

Description	Quantity	Unit Price	Extended Price
ATS DOOR SEALS	2.00	\$51.92	\$103.84
SHOP SUPPLIES	1.00	\$100.00	\$100.00
TECHNICIAN LABOR	8.00	\$225.00	\$1,800.00
TECHNICIAN TRAVEL	1.00	\$150.00	\$150.00

Additional Notes:

**THIS WORK IS QUOTED TO BE DONE DURING NORMAL WEEKDAY HOURS.

**TECHNICIAN LABOR INCLUDES SHOP PREPERATIONS, ACCESS TO GENERATOR SITE, TIME AT SITE, CLEANUP AND RETURN EQUIPMENT AND MATERIALS TO SERVICE VEHICLE.

Note: This quote expires in 45 days.

Payment Terms: NET 30

Subtotal: \$2,153.84

Tax: \$0.00

Total: \$2,153.84

Customer PO#:

Signature:

Date:



Corporate Office
100 Newtown Rd
Plainview, New York 11803
United States
Remit Payment Here

Branch Office
341 Kaplan Dr
#1
Fairfield, NJ 07004
US

Sales Quotation

Customer Information
Town Of Kent
25 Sybil's Crossing
Kent Lakes, New York 10512
United States

Prepared By
Steven Andiorio
(973) 614-0091
sandiorio@genserveinc.com

Q-06645
Quote Generated On:
1/27/2023
Expires On: 2/26/2023

Power when you need it is GenServe's promise. GenServe is your single solution to all of your power back-up needs. GenServe has been providing superior industrial generator sales and service for two decades and has grown to be the largest company in the metro area. With more than 100 trucks on the road, on average our expert technicians can get to you within two hours.

ATT: Jamie McGlasson

Generators- Town Hall- Cummins
Highway Dept -Cummins
Police Dept- Generac

During the recent inspection, our technician determined that the engine coolant heater has failed, the related hoses are deteriorated and require replacement on the 3 stated generators.

The coolant will need to be drained to complete that task. It is recommended that new coolant be installed at this opportunity. The coolant will need to be drained, new silicone heater hoses, engine block heater and all new coolant will be installed.

Following the repairs, the unit will be tested and inspected to verify repair integrity and unit operation.

Description	Quantity	Unit Price	Extended Price
ENGINE BLOCK HEATERS	3.00	\$297.50	\$892.50
GLN ENGINE COOLANT	30.00	\$26.40	\$792.00
FT/ SILICONE HEATER HOSE	15.00	\$18.49	\$277.35
TECHNICIAN LABOR	8.00	\$225.00	\$1,800.00
TECHNICIAN TRAVEL	1.00	\$150.00	\$150.00

Additional Notes:

**THIS WORK IS QUOTED TO BE DONE DURING NORMAL WEEKDAY HOURS.

**TECHNICIAN LABOR INCLUDES SHOP PREPERATIONS, ACCESS TO GENERATOR SITE, TIME AT SITE, CLEANUP AND RETURN EQUIPMENT AND MATERIALS TO SERVICE VEHICLE.

Note: This quote expires in 45 days.

Payment Terms: NET 30

Subtotal: \$3,911.85

Tax: \$0.00

Total: \$3,911.85

Customer

Signature

Date



FLOOR COVERING OF MAHOPAC

Carpet, Hardwood, Laminate, Vinyl, LVT Vinyl Flooring
Area Rugs, Stair Runners, Sanding & Refinishing Wood Floors

361 Route Six - Mahopac, N.Y. 10541 - Phone: 845.803.8567 - Fax: 845.803.8533

DATE 1-26-23
MEASURE _____
SALES PERSON AL
INSTALL DATE _____

PURCHASER <u>KENT TOWN HALL</u>		E-MAIL	
ADDRESS <u>25 SYBL'S CROSSING</u>		<u>CDWRACZYK @ TOWN OF</u>	
<u>KENT, N.Y.</u>		<u>KENT NY.GOV</u>	
PHONE <u>845-222-5491 (ADM)</u>	CELL		
DATE	COMPANY	CONF#	DUE
DATE	COMPANY	CONF#	DUE

ADDITIONAL CHARGES FOR STEPS, PICK-UP AND/OR REMOVAL OF EXISTING CARPET

* FLOORING PROPOSAL *		
SUPPLY & INSTALL CARPET		
IN OFFICE AREA		
* INSTALL BLUE DOWN *		
ROOM SIZE 12X11 ² = 15 YARDS		
@ 32.99 PER YD		\$494.85
42 FT VINYL COVE BASE @ \$2.75		115.50
* COLOR TO BE CHOSEN *		
BASED ON CARPET		
NRF - STYLE - ELEVATION		
* COLOR TO BE CHOSEN *		
CONCRETE FLOORS		

**\$75 MINIMUM
LABOR
CHARGE
FOR UNDER
20 YARDS**

TO OUR CUSTOMERS:
SAM'S WILL NOT BE RESPONSIBLE FOR DISCONNECTING OR CONNECTING APPLIANCES, COMPUTERS, ELECTRONICS, ETC NOR WILL WE BE LIABLE FOR ANY DAMAGE CAUSED BY MOVING FURNITURE. THERE ARE NO RETURNS ON SPECIAL ORDERS. BALANCE TO BE PAID UPON COMPLETION BY CASH, CERTIFIED CHECK, OR MAJOR CREDIT CARD.

SUB TOTAL	\$ 610.35
SALES TAX	TAX EXEMPT
TOTAL SALE	\$ 610.35
DEPOSIT	
BALANCE	
ADDL. DEPOSIT	
BALANCE	

BALANCE TO BE PAID UPON COMPLETION OF JOB. A SERVICE CHARGE OF 1.5% PER MONTH EQUIVALENT TO 18% PER ANNUM WILL BE CHARGED FOR ALL INVOICES NOT PAID UPON COMPLETION. A SERVICE CHARGE OF \$15.00 WILL BE CHARGED ON ALL RETURNED CHECKS.

Barton & Loguidice

January 24, 2023

Christopher Ruthven, Deputy Supervisor
Town of Kent
25 Sybil's Crossing
Kent Lakes, New York 10512

Re: Community Center Building Renovation Study

File: 704.4357

Dear Mr. Ruthven:

Barton & Loguidice, D.P.C. (B&L), has helped dozens of municipalities create more efficient facilities through the assessment, programming, design, bidding and construction of both new and renovated municipal facilities. We are excited about the opportunity to assist the Town of Kent develop a functional, innovative, and cost-effective facility to house the Community Center.

B&L has more than 60 years of experience assisting clients throughout New York State meet their planning and engineering needs. Our engineers, architects, environmental scientists, landscape architects, planners, and technicians have experience and expertise in renovating and upgrading existing facilities and sites for a wide variety of functions and locations.

Project Understanding

As a result of discussions during our January 4, 2023 project scoping meeting, with you and our Eric Duden, we understand the Town of Kent (Town) is requesting a proposal for professional services to provide a program for renovating the former Town Hall building for use as a Community Center. The vacant, two (2) story building would need to be updated to meet current Building Codes as well as the requirements of the Americans with Disabilities Act (ADA) for accessibility.

With this basic project understanding, the next steps in the overall process will involve a detailed assessment of the overall building facility. This will begin with a conditions assessment to review and document the existing building, identify overall and specific conditions of concern to address the space needs of the Community Center. B&L then will develop the spatial programming and operational adjacency arrangement for the facility. The developed space programming would then be refined for the new proposed facility. Utilizing the conceptual proposed plan, a preliminary opinion of probable construction costs will be compiled based on the conceptual plan for the facility renovations.

Scope of Professional Services

B&L proposes the following Scope of Services for the Town of Kent Community Center Building Feasibility Study:



1. Conduct a site visit to perform facilities evaluation of the site including site features (building access, elevator location, etc.), existing building to include the current architectural features and finishes, exterior and interior construction and material conditions, ADA accessibility, mechanical, plumbing and electrical systems. The initial site visit will also include discussions with designated staff for verification of adjacency space and equipment obtained as part of our feasibility study.
2. Development two (2) preliminary floor plan and site layout options to include:
 - a. parking
 - b. vestibule/ADA entry/elevator
 - c. office space
 - d. bathrooms
 - e. mechanical room
3. Prepare a comprehensive Building Facility Program Study detailing the observations of the existing facility, identified space and operational deficiencies, recommended building and site corrective measures or improvements to be implemented in the renovation of the facility.
4. Develop budget level opinions of probable construction costs for the proposed project including costs for the renovated building facility and the required site improvements. The costs will be based upon the median square foot prices from the latest edition of the Means Construction Cost Data, B&L's recent historical cost data for similar municipal projects and will include a budget level contingency allowance.
5. Submit a "draft" Building Facility Program Study to the Town for their review and comment.
6. Participate in one (1) meeting with the Town and Building Committee to review comments received as a result of the "draft" Building Facility Study submission.
7. Prepare the final Building Facility Program Study including budget level opinions of probable construction costs, incorporating comments derived from the review of the "draft" Building Facility Program Study submission. B&L will submit six (6) copies of the final report to the Town and participate in one (1) meeting to present the final report findings.

Technical Assumptions

1. The field investigation will be performed in coordination with the project designated Town of Kent personnel.
2. Services for SEQR, detailed property and topographic site surveys, subsurface geotechnical investigations, Phase 1 environmental site assessments, final site design, building construction contract documents, environmental reviews/investigations, bidding assistance and construction inspection/administration services are not included in this proposal. Should the Town request any of these services, B&L will provide a separate letter proposal to the Town of Kent.
3. Conceptual site Plans will be developed based on GIS Maps obtained from Putnam County's Web Map.

Fee Proposal

Christopher Ruthven, Deputy Supervisor
Town of Kent
January 24, 2023
Page 3



Barton & Loguidice, D.P.C. proposes to provide the above-described Scope of Services for a lump sum fee of Fifteen Thousand Five Hundred Dollars (\$15,500). If additional services, other than those described above, are requested and authorized by Town of Kent, they will be provided based upon time and expense in accordance with our billing rates in effect at the time the services are requested.


We trust this proposal is satisfactory to the Town of Kent. If so, please indicate your concurrence by authorized signature in the space provided below. Return one executed copy to our office. Work will commence upon receipt of your authorization.

Our team is ready and able to help the Town of Kent determine the appropriate solutions within the objectives of this project. If you have any further questions, feel free to call or contact me at mfuller@bartonandloguidice.com.

Thank you for considering Barton & Loguidice, D.P.C. for this important project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.


Matthew C. Fuller, P.E.
Vice President

MCF/jms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by Town of Kent ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Jaime McGlasson, Supervisor
Town of Kent

Date



Lake Carmel Fire Department

851 Route 52
Carmel, NY 10512

Phone: (845) 225-3730 – Fax: (845)225-0460

KENT TOWN CLERK
2023 JAN 31 PM 1:48



Chief
Ken Launzinger

1st Asst. Chief
Donald Lowndes

2nd Asst. Chief
Luis Rodriguez

President
Jess Ryan

Vice President
Eric Ment

Yolanda D Cappelli

Town of Kent

25 Sybil's Crossing

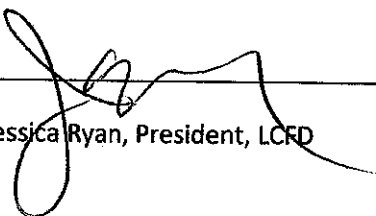
Kent Lakes, N Y 10512

Jan. 26 2023

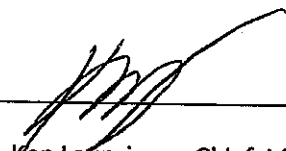
Ms Cappelli:

We the undersigned certify that the enclosed list includes all members who have successfully qualified for the Service Awards Program for the year 2022. Please have the list approved in writing by the town Supervisor and return all original documentation to the Lake Carmel Fire Department. It will then be forwarded to the plan administrators so that they can update their records.

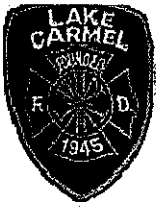
Thank You



Jessica Ryan, President, LCFD



Ken Launzinger, Chief, LCFD



Lake Carmel Fire Department

851 Route 52
Carmel, NY 10512

Phone: (845) 225-3730 – Fax: (845)225-0460



Chief
Ken Launzinger

1st Asst. Chief
Donald Lowndes

2nd Asst. Chief
Luis Rodriguez

President
Jess Ryan

Vice President
Eric Ment

Members of the Lake Carmel Fire Department who qualified for the Service Awards Program for the year of 2022.

Bellmio, T.	Lee, C.
Bellmio, T.A.	Lewis, C.
Benson, R Jr.	Lewis, J.
Benson, Robert	Loddo, J.
Benson, Bob Sr.	Lowndes, D.
Benson, Ryan	Madsen, M.
Bishop, M.	Madsen, S.
Bradshaw, M.	McCarthy, F.
Cecere, V.	Ment, E.
Dellaripa, C.	Miale, F.
Donohue, T.J.	Norcini, J.
Dzubak, M.	Piekarski, R.
Ehret, T.	Rodda, M.
Florentino, V.	Rodriguez, L.
Fitzsimmons, M.	Rose, J.
Forbes, W.	Rose, M.
Gaffney, J.	Ryan, Jess
Gallagher, D.	Schaeffler, E.
Gallagher, J.	Schlegel, R.
Gamache, L.	Scott, E.
Gannon, D.	Sichler, J.
Hallisey, E.	Sorensen, H.
Hartshorn, S.	Sullivan, T.
Keane, G.	Wahlers, N.
Keck, E.	Walters, W.
Krivorot, D.	Wiegand, S.
Launzinger, K.	
Launzinger, Kerry	

Door Control, Inc.

Proposal

Automatic Pedestrian Doors – Sales and Service

February 1, 2023

**RE: Town Hall in Kent, NY
Main Entrance**

We propose to **furnish and install** the following:

- Two (2) surface mounted handicap door operators
- Three (3) wireless press wall switches with sequenced receiver

Color: Clear anodized finish
Warranty: One (1) year

**FOR THE SUM OF: -----\$ 4,972.00
Taxes Not Included**

Work by others:

- *115volts to automatic door operator
- * Any patching or painting required
- * Relocation of exit sign on inner door

We propose to furnish labor and material – complete in accordance with the above specifications.
Payment to be made as follows: per credit department

Proposal accepted. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Respectfully submitted,

By _____
Signature

DOOR CONTROL, INC.

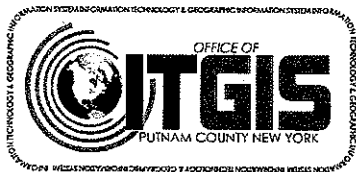
By _____
Name printed

By Kevin Collins
Kevin Collins

Note: This proposal may be withdrawn by us if not accepted within 90 days

MATERIALS WILL NOT BE ORDERED UNTIL RECEIPT OF CUSTOMER SIGNED PROPOSAL

67 South Turnpike Road Wallingford, CT 06492 800-982-6807 Fax 800-330-6906



Office of
Information Technology &
Geographic Information Systems



Thomas C. Lannon, Sr.
Director

Kevin M. Byrne
County Executive

MEMO

To: Supervisor Jaime McGlasson, Town of Kent
From: Tom Lannon, Director, Putnam County Office of IT & GIS
Date: January 31, 2023
Re: Memorandum of Agreement

Attached to this memo is an updated Memorandum of Agreement (MOA) specific to the Town of Kent Police Department and the delivery and usage of radio equipment as it relates to the Putnam County Radio Project.

Putnam County has acquired and is currently installing the necessary equipment for a county-wide radio system. This includes the necessary infrastructure equipment, which is primarily located at numerous towers throughout the County, and subscriber equipment, which is commonly referred to as two way radios. The project has been primarily funded through New York State grants for which we had applied and were approved.

After working with the Town of Kent Police Department, subscriber equipment was purchased and allocated. This includes:

12 APX8000 Portables
17 APX8500 Mobiles
4 APX Consoles

An MOA was generated to allow users to take possession of the equipment while maintaining our obligation under the grant guidelines. As each agency takes custody of the equipment, they will sign for the specific equipment including the serial numbers assigned.

Please let me know if any additional information is required.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter, "Agreement") is made as of 12/15/2022, by and between the County of Putnam, acting by and through the Putnam County Office of Information Technology & GIS (hereinafter "County") and Kent Police Department (hereinafter "Bailee"), collectively referred to as the "Parties."

WHEREAS, County is the lawful owner of certain items of radio communications equipment, as described more fully hereinafter; and

WHEREAS, County desires to deliver said items of radio equipment to Bailee, in order that County may realize its goal of improving radio communications for county emergency services, as well as to assist "Bailee" in performing emergency services; and

WHEREAS, Bailee desires to accept possession of said items of radio equipment, hold items of radio equipment in trust for County, and to use items of radio equipment for Bailee's emergency services purposes; and

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

Section 1. "Radio Equipment" shall mean equipment of the following specifications: Mobile Units: APX 8500 - Portable Units: APX 8000 - Control Station(s). Bailee agrees to accept certain enumerated items of Radio Equipment ("Items of Radio Equipment"), which shall be listed and tracked upon a manifest, signed by Bailee or Bailee's authorized agent or employee, upon Bailee taking possession of Items of Radio Equipment. Bailee accepts Items of Radio Equipment in "as is" condition. The County makes no representation as to the condition of Radio Equipment or Items of Radio Equipment, except that the parties acknowledge that County has no knowledge or notice of any flaws or defects to the Radio Equipment or Items of Radio Equipment, nor does County have any continuing obligation or duty to inform Bailee of any flaws or defects that the County may become aware of after the execution of this agreement. Bailee assumes full responsibility for: (i) inspecting Items of Radio Equipment for flaws and defects; (ii) keeping apprised of recall notices from manufacturer(s) of Radio Equipment; and (iii) warning foreseeable users of flaws and defects which Bailee may discover or become aware of.

Section 2. County is the lawful owner of all Items of Radio Equipment. County shall, at all times relevant to this Agreement, maintain full right, title, and ownership of all Items of Radio Equipment. County agrees to deliver certain Items of Radio Equipment to Bailee and Bailee agrees to accept and hold Items of Radio Equipment, in trust for County, for the particular purpose of using Items of Radio Equipment for emergency services. County shall not be responsible for installation or the cost of installation of Items of Radio Equipment.

Section 3. Bailee shall hold the enumerated Items of Radio Equipment in trust for County for a term commencing on the date that this Agreement is fully executed and concluding on December 31, 2043, or otherwise upon the early termination of the Agreement, in accordance with the terms of section "4," herein. Upon the conclusion or early termination of this Agreement, all of Bailee's rights to use and possess Items of Radio Equipment shall immediately cease and Bailee shall promptly return all Items of Radio Equipment to County's Possession.

Section 4. Either party, upon thirty (30) days prior written notice to the other party may terminate this Agreement, when such party deems it to be in its best interest. County may further terminate this Agreement upon seven (7) days prior written notice due to Bailee's failure to strictly comply with the terms of this Agreement. Bailee's duties and/or obligations herein shall survive the conclusion or early termination of this Agreement. Bailee shall be responsible for costs associated with uninstalling and returning Radio Equipment.

Section 5. County reserves the right to remotely disable any and all Items of Radio Equipment, upon seven (7) days prior written notice, in the event of Bailee's failure to strictly comply with any provision of this Agreement,

Section 6. County grants Bailee all of the rights of use of Items of Radio Equipment as enjoyed by County, except as otherwise limited or conditioned by this Agreement.

Section 7. Bailee's use and possession of Items of Radio equipment shall be in strict compliance with all provisions of this agreement, including, but not limited to, the following limitations and conditions: (i) Upon taking possession, Bailee shall promptly install Items of Radio Equipment and/or prepare Items of Radio Equipment, such that they are ready for operation, under no circumstance later than ninety (90) days after Bailee's receipt of Items of Radio Equipment, at Bailee's sole expense, and provide County with prompt, written confirmation of installation; (ii) Bailee shall have sole responsibility for the maintenance of Items of Radio Equipment during the term of this Agreement and Items of Radio Equipment shall be maintained by Bailee in good working condition and repair; (iii) Bailee shall use Items of Radio Equipment in compliance with the Putnam County Interoperable Communications System Governance Manual, upon receipt of same; (iv) Bailee shall not permit Items of Radio Equipment to be transferred to the custody or possession of a third-party, except as may be agreed to by County, provided such agreement is in writing, or as necessary for routine maintenance; (v) Bailee shall ensure non-negligent storage and transportation of Items of Radio Equipment; and (vi) Bailee shall use Items Radio Equipment in compliance with all applicable laws, rules, regulations, ordinances, codes, and industry standards.

Section 8. Bailee agrees to defend, indemnify, and save harmless the County of Putnam, its officers, employees, and agents from and against any and all liability, loss, damages, claims, for bodily injury, and/or property damages, to the extent permissible by law, that may occur or that may be alleged to have occurred in connection with the use, misuse, or condition of Items of Radio Equipment.

Section 9. During the term of this Agreement, Bailee, at its own expense, shall carry out general liability insurance, as outlined in Schedule "B", naming County as an additional insured. Bailee shall provide County with a copy of the certificate of such insurance policy prior to taking possession of Items of Radio Equipment.

Section 10. In the event of damage or destruction to Items of Radio Equipment, directly or indirectly caused by Bailee's negligence or otherwise, should such damage or destruction render the use of Items of Radio Equipment impossible, impractical, dangerous, and/or unreliable, for emergency services purposes, Bailee shall reimburse County up to the full replacement value of Items of Radio Equipment.

Section 11. Bailee understands and acknowledges that certain radio frequencies and/or channels are restricted for exclusive, special operations use and purposes, and Bailee's use of such channels is prohibited. Upon County providing Bailee with written notice containing a list of such restricted channels, Bailee shall immediately cease the use of all restricted channels. For the purpose of this section, "use of restricted channels" shall be construed broadly, and shall include transmission over restricted channels,

receipt of transmissions over such restricted channels, or retransmission or publication of transmissions made over restricted channels.

Section 12. Bailee shall not at any time permit or suffer a lien to be attached to Items of Radio Equipment, and shall, in any event, cause any such lien to be discharged within thirty (30) days of attachment.

Section 13. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 14. The failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by the County of any provision hereof shall be implied.

Section 15. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail, postage pre-paid, or sent by hand or overnight courier, to the respective addresses set forth below or to such other addresses as the respective Parties may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Sheriff

Putnam County Sheriff

3 County Center

Carmel, NY 10512

Copy to:

Director of IT & GIS

Putnam County Office of IT & GIS

110 Old Route 6, Building 3

Carmel, New York 10512

Copy to:

County Attorney

Putnam County Law Department

48 Gleneida Avenue

Carmel, New York 10512

Kent Police Department

40 Sybils Crossing

Carmel, NY 10512

Section 16. This Agreement contains the entire understanding between the Parties and constitutes the whole agreement of the Parties. Except as otherwise agreed to between the Parties, none of the covenants, provisions, terms or conditions of this Agreement shall be in any manner modified, waived, abandoned or amended except by a written instrument duly signed by the Parties, or their assigns.

Section 17. Bailee's undersigned represents that he or she possess the authority to enter into this Agreement and legally bind Bailee to all terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement in the State of New York, on the date hereinabove set forth.

THE COUNTY OF PUTNAM

Kevin Byrne
County Executive

Date

Read & Approved:

Compton Spain
Putnam County Attorney

Date

Mat C. Bruno, Sr.
Risk Manager

Date

Thomas Lannon
Director of IT & GIS

Date

Kevin McConville
Sheriff

Date

Kent Police Department

Signature: _____

Date: _____

By: _____
Print Name & Title

PUTNAM COUNTY INSURANCE REQUIREMENTS

THE FOLLOWING MUST APPEAR ON EACH INSURANCE CERTIFICATE:

UNDER THE CERTIFICATE HOLDER SECTION:

**COUNTY OF PUTNAM
48 GLENEIDA AVENUE
CARMEL, NEW YORK 10512
ATTN.: LAW DEPT./RISK MANAGER**

**ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS)
ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:**

***"PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for
Professional Liability and Workers' Comp."***

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on County property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the County and/or Highway Department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

**The Contractor shall provide and maintain at its own expense the following
minimum insurance coverage:**

- A. **Workers' Compensation Insurance** - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a **C105.2 form, SI 12 form, form or U-26.3** - all of these forms are available through your carrier.
- B. **Commercial General Liability** - covering all operations and all locations involved in the contract, including the following coverages:
 - \$2,000,000 General Aggregate
 - 5,000 Medical Expense Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$50,000 Fire Damage Legal Liability Limit

- C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:
(1) Owned Automobiles (2) Hired Automobiles (3) Non-Owned Automobiles
Unless specifically required, each policy shall provide limits of not less than \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage.
- D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per claim.
- E. **Excess Liability or Umbrella Policy**
Limits depending on the following contract size
\$100,000 - \$250,000 - 1 million
\$250,001 - \$500,000 - 5 million
\$500,000+ 10 million
- F. **Bid, Performance/Payment, Labor & Material Bonds**
Required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.