

Town of Kent
Town Board Meeting
December 20, 2022

Workshop/Meeting 7pm

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Office for Senior Resources- Outreach Officer
 - b. Accept Resignations for LCPDAB/ Advertise for new members
 - c. Planning Board accept resignation/ Advertise for new member
 - d. Carry-over of Vacation time
 - e. Kent PBA approve contract
4. Vouchers
5. Announcement
6. Public Comment

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

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

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

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

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

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

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

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

Duties:

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

Hours:

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

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

FOURTH: The term of this Agreement will commence January 1, 2023 and will terminate on December 31, 2023, unless otherwise terminated in accordance with paragraphs "SEVENTH" or "EIGHTH" hereof.

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

payment in the amount of \$2,500.00 to the COUNTY on or before December 31, 2023. It is understood and agreed that any reduction in payment to the COUNTY by the TOWN may result in reduced hours (including benefits) of the Outreach Worker.

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

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

The COUNTY'S files and records shall be kept in accordance with sound accounting practices and each transaction shall be fully documented. Should the TOWN request such files and records, the COUNTY shall provide the files and records to the TOWN, within ten (10) business days of the TOWN'S request.

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

SEVENTH: It is understood and agreed by and between the parties hereto that payment by the TOWN under the terms of this Agreement is a material element of this Agreement. Any failure to provide said payment will be deemed a material breach and this Agreement will

terminate without notice. No substitution of the services will be permitted during the term of this Agreement without the express written consent of the TOWN.

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

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

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

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

TENTH: Where applicable, the COUNTY will comply, at its sole expense, with the provisions of all state and municipal requirements and with all state and federal laws applicable to the COUNTY as an employer of labor or otherwise. The COUNTY will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of

its employees, partners, associates, subcontractors and others employed to render the services hereunder, as applicable.

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

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

COUNTY agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the Town of Kent and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the

performance hereof, unless that liability was created by the sole and exclusive negligence of the TOWN. The COUNTY further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

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

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

To the COUNTY:

COUNTY ATTORNEY
48 Gleneida Avenue
Carmel, New York 10512

To the TOWN:

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

All notices shall be effective on the date of mailing.

FIFTEENTH: COUNTY may terminate or suspend its performance under the Agreement immediately upon the occurrence of a "force majeure". For purposes of the Agreement, "Force Majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, pandemic, epidemic, governmental emergency orders and any

unforeseen circumstances and acts beyond the control of the COUNTY which render the performance of its obligations impossible.

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

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

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

Jaime McGlasson

From: Jeanne Garbarino <jeanne.garbarino@gmail.com>
Sent: Thursday, November 17, 2022 9:51 AM
To: wrecher; rulich@comcast.net; jfleisch70@gmail.com; jjacobs04@comcast.net; Joseph Nemeth; siobhan8@aol.com; Patricia Madigan; Cathy Wargas
Cc: Jaime McGlasson; Christopher Ruthven
Subject: Resignation

TOWN OF KENT NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Dear Team:

I am submitting my immediate resignation as a member of the LCPDAB. Thank you for the many friendships I have been able to develop, and wish you all the very best in figuring out how to serve our community through this effort. I will discuss with Town Liaisons on how I should proceed with the lake management project.

I hope to see many of you around town!

Take care,
Jeanne

Jaime McGlasson

From: JL JACOBS <jjacobs04@comcast.net>
Sent: Thursday, December 8, 2022 9:04 PM
To: Walter Recher; rulich@comcast.net; Patricia Madigan; cathywargas@gmail.com; Joseph Fleischman; Joe Nemeth
Cc: Jaime McGlasson; Christopher Ruthven
Subject: Resignation

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Dear members of the LCPDAB,

It has been my pleasure to serve with all of you on the Lake Carmel Park District Advisory Board. I have enjoyed working with and getting to know all of you for the past almost 2 years.

I am sure that the goals we have set will be obtained by the talent and dedication of this board.

That said I feel it is time I resign my position and focus on some other areas of my career/interests. I apologize for not completing the term.

I will continue to participate as a volunteer at events and help where I can. Please do not hesitate to reach out! I truly care about our community and want to see it thrive.

I feel it is important to let you know of my intentions early so that the search for replacements for the empty board seats can be achieved with one outreach for candidates.

Please consider my resignation to be effective on 12/31/22.

I wish you all happy holidays and an happy healthy prosperous new year! I'll see you around the lake!

Best Regards,
Jerri Jacobs

Please accept my resignation. Thank you and I've enjoyed the relationships that I've formed while on the board. Keep in touch

Regards,

Stephen Wilhelm, PMP, SCPM



Kent Justice Court
25 Sybil's Crossing
Kent Lakes, New York 10512
Kevin L. Douchkoff, Town Justice
Timothy J. Curtiss, Town Justice
(845) 225-1606 • Fax (845) 306-5280

December 13, 2022

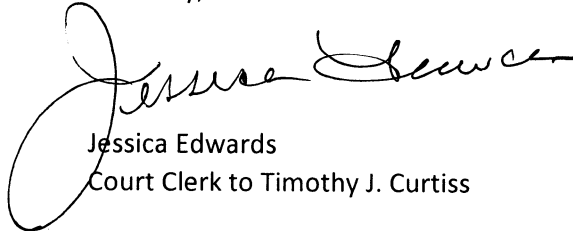
Honorable Jaime McGlasson, Town of Kent Supervisor and Town Board Members
25 Sybil's Crossing
Kent Lakes, New York 10512

To Whom It May Concern:

I am requesting to be allowed to carryover 24-hours of vacation to 2023, as I was unable to use the time in 2022. I plan to use the time within the first two weeks of the new year. Judge Curtiss is agreeable to carrying the time over if it is acceptable to the Town.

Thank you for your consideration.

Sincerely,



Jessica Edwards
Court Clerk to Timothy J. Curtiss

/je

cc: Hon. Timothy J. Curtiss
Kent Town Justice

December 16th, 2022

Dear Supervisor McGlasson and the Town of Kent Town Board:

Due to the current situation in regard to the Building Department, I will not be taking my scheduled vacation. I would like to request of you to allow me to carry over 5 days of vacation. Please let me know if this is feasible. Thank you for your time and consideration.

Kind Regards,

Sheila Finneran

Building Department Clerk