

Town of Kent
Town Board Meeting
November 15, 2022

Workshop/Meeting 7pm

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Open Public Meeting for 2023 Budget
 - b. Intermunicipal Agreement with Putnam County
 - c. Advertise for Assessment Review member
 - d. Award bids for Lake Carmel Walking Path/ Ryan's Field Entrance
 - e. Purchase Inspection Machine for Municipal Repairs
4. Vouchers
5. Announcement
6. Public Comment

Contract # _____

INTERMUNICIPAL AGREEMENT
between
THE COUNTY OF PUTNAM
and
THE TOWN OF KENT

THIS AGREEMENT, made by and between **THE 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 (hereinafter referred to as the “County”), acting by and through its Department of Finance, and **THE TOWN OF KENT**, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil’s Crossing, Kent Lakes, New York 10512 (hereinafter referred to as the “Town”).

WITNESSETH:

WHEREAS, the American Rescue Pan Act of 2021 (“ARPA”) provides fiscal recovery funds to county governments, as well as other forms of government, pursuant to U.S. Department of Treasury Compliance and Reporting Guidance, for the purpose of alleviating the fiscal stress caused by the COVID-19 pandemic; and

WHEREAS, the County has been allocated \$19.1 million through ARPA, which may be used to provide certain government services; and

WHEREAS, on January 28, 2022, Putnam County Executive MaryEllen Odell wrote to each town and village in the County requesting their feedback regarding the possibility of partnering in projects or services that are eligible for ARPA funding; and

WHEREAS, on March 10, 2022, in the State of the County address to the Putnam County Legislature, County Executive Odell proposed that Putnam County allocate \$5 million of the

County's ARPA funds to be used by the County's towns and villages in conjunction with the \$11 million in ARPA funding received by said municipalities to complete vital projects in Putnam County; and

WHEREAS, such use of this \$5 million of the County's ARPA funds is limited to certain purposes under the United States Treasury Department's ARPA Final Rule, including for water and sewer infrastructure projects, and a reporting of all ARPA monies spent, and backup documentation must be submitted by the receiving municipalities to County for reporting to the Federal Government; and

WHEREAS, County Executive Odell has proposed that \$5 million of the County's sales tax revenue funds be allocated to County's towns and villages with a focus on infrastructure, mental health, substance abuse, food insecurity, clean water, roads, bridges, and buildings to aid in recovery from the COVID 19 pandemic; and

WHEREAS, County Executive Odell has further proposed that this combined \$10 million in County funds be allocated to County's towns and villages according to their relative populations, as per the 2020 Federal Census; and

WHEREAS, the Town has been allocated 13% of the total County funds, which amounts to \$1,320,801.00; and

WHEREAS, the Town submitted several projects that include a food security program; renovations to the Town Hall; upgrades to library technology; Ryan's Park improvements and engineering work on Lake Carmel Dam; and

WHEREAS, the County's Commissioner of Finance, in consultation with County's outside auditors, has expressed his belief that the project proposed by the Town appears to be eligible for funding with County's ARPA and sales tax revenue funds.

NOW, in consideration of the foregoing promises, the parties hereto agree that the use of the allocated ARPA Funds and County sales tax revenue funds be conveyed to the Town by the County subject to the following terms and conditions contained herein, as follows:

1. The Town will renovate the old Town Hall Building so it can be used as a Community Resource Center for the residents. Upgrades will be made to the Town's Library Technology including information technology instruction for school children. The Town will launch a food security pilot program. The Town will also make improvements to the Ryan's Park Driveway and Lake Carmel Dam engineering (hereinafter, collectively, referred to as the "Projects").
2. The parties acknowledge that the ARPA funding, passed through the County, is made available to support the Town in the completion of the Projects.
3. The County will provide an amount, not to exceed \$1,320,801.00 in both ARPA and County's sales tax revenue (hereinafter referred to as the "Funds") to be used for the completion of said Projects.
4. The Town agrees and covenants that the Funds shall not be used for cost that are not related to the Projects or the purposes outlined in the United States Treasury Department's ARPA Final Rule (hereinafter "Eligible Expenses").
5. Subject to the terms and conditions contained in the Agreement, County shall disburse the Funds to the Town as follows:
 - a. Reimbursement: County shall make payment directly to the Town in the amount of eligible expenses actually incurred and paid for by the Town, upon presentation to the County of:
 - i. Copies of invoices for eligible expenses from the Town's contractor

- and/or vendor and proof of payment from the Town to the contractor and/or vendor in a form acceptable to the County; and
- ii. Such additional supporting documentation as the County may require in order to clearly demonstrate the eligible expenses were incurred and paid by the Town in connection with the Projects; or
- b. Payment on Invoice: County may make payment directly to the Town in the amount of eligible expenses actually incurred by the Town, upon presentation to County of:
- i. Copies of invoices for eligible expenses from the Town's contractor and/or vendor in a form acceptable to County evidencing the completion of work; and
 - ii. Such additional supporting documentation as the County may require in order to clearly demonstrate that eligible expenses were incurred by the Town in connection with the Projects.
 - iii. The Town must provide proof of disbursement of the Funds to the respective contractor and/or vendor in a form acceptable to the County, within sixty (60) days of the date that Funds are disbursed to the Town to pay for such costs. County will not make any additional disbursement of Funds until such time as proof of payment is provided.
 - iv. Utilizing the Funds paid to the Town pursuant to this section for any purpose other than paying the contractor and/or vendors identified in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent

requisitions.

- v. County may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this Agreement to reimbursement subject to the terms of paragraph 5(a).
6. It is specifically understood and agreed to by the Parties that the Funds must be encumbered by December 31, 2024 and fully expended by December 31, 2026. Notwithstanding anything to the contrary herein, failure to encumber the Funds by December 31, 2024 or expend the Funds by December 31, 2026, shall subject the Town to a recoupment of the total amount of Funds provided by the County. Any Funds remaining after the completion of the Project must be returned to the County within thirty (30) days of Project completion. Failure to return said unused funds shall constitute a default by the Town of the terms of the Agreement. Upon the occurrence of a default by the Town, County may terminate this Agreement.
7. Upon said termination, County shall be entitled to exercise any other rights and seek any other remedies provided by law.
8. The Town shall provide the County with the necessary information to meet the County's reporting requirements to the U.S. Department of Treasury. This includes maintaining adequate records to demonstrate the Funds are utilized in accordance with the purpose of ARPA. The Town will also submit a semiannual report to the County's Commissioner of Finance on the status of the Project. The County may request additional information, as needed, to meet U.S. Department of Treasury guidelines. The Town shall provide the requested documents to the Commissioner of Finance, or his/her duly authorized representative, within ten (10) business days

of the County's request.

9. The term of this Agreement will commence upon full execution of this Agreement and shall continue until December 31, 2026.
10. County shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Projects and the Town hereby agrees to indemnify, defend, and hold harmless the County, and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Funds by County to the Town or use of the Projects in any manner.
11. The Town agrees not to hold itself out as an agency, department, or office of the County, nor shall any of the Town's officers, employees or agents make any claim against the Town as an officer or employee thereof for such benefit as workers compensation coverage; unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of the County.
12. Any and all notices shall be addressed as follows, or to such other address as may thereafter be designated in writing by either Party hereto, and shall be effective on the date of mailing:

TO the County: County Attorney
48 Gleneida Avenue
Carmel, New York 10512

Putnam County Commissioner of Finance

40 Gleneida Avenue, #100
Carmel, New York 10512

TO the Town: Town of Kent
 25 Sybil's Crossing
 Kent Lakes, New York 10512

13. This Agreement and its attachment(s) constitute the complete understanding of the Parties. Any additional project or amendment/modification to the existing projects described herein, must first be submitted to the County Auditor and Commissioner of Finance for review, then the County Executive for recommendation, and finally to the Putnam County Legislature for approval before any funds will be expended.
14. The Town shall comply with all applicable federal, state, and local laws, rules, and regulation requirements in performing this Agreement, including any and all reporting obligations established by the U.S. Department of Treasury.
15. This Agreement is governed by 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.
16. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.
17. 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.
18. This Agreement shall not be deemed effective until fully executed by the Parties

hereto, the required County signatories and the County Executive.

19. 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.

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

READ & APPROVED:

THE COUNTY OF PUTNAM:

Date:
Jennifer S. Bumgarner
County Attorney

Date:
MaryEllen Odell
County Executive

Date:
Mat Bruno Sr.
Risk Manager

THE TOWN OF KENT
25 Sybil's Crossing
238 Main Street
Cold Spring, New York 10516

Date:
William J. Carlin, Jr.
Commissioner of Finance

Date:
Jaime McGlasson, Supervisor

ACKNOWLEDGMENT OF PUTNAM COUNTY:

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

On this _____ day of _____, 2022 before me personally came **MARYELLEN ODELL** to me known, who being by me duly sworn, did depose and say that she is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF TOWN:

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

On this _____ day of _____, 2022 before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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Jennifer S. Bumgarner
County Attorney

Date:
MaryEllen Odell
County Executive

Date:
Mat Bruno Sr.
Risk Manager

THE TOWN OF KENT
25 Sybil's Crossing
238 Main Street
Cold Spring, New York 10516

Date:
William J. Carlin, Jr.
Commissioner of Finance

Date:
Jaime McGlasson, Supervisor

