

Town of Kent
Town Board Meeting
April 5, 2022

Executive Session: 5:30 pm

Discuss proposed, pending or current litigation and the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. The Town Board meeting will follow at 7:00 pm.

Public Hearing: 7:00 pm

Planning Board Code Change

Workshop/Meeting

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. ARPA Funding discussion
 - b. Town Hall ATM
 - c. EAP Contract
 - d. Lake Carmel
 - i. Hire Lifeguard Supervisor & Seasonal park maintenance positions
 - e. Lake Carmel & Recreation- Portable restroom contract
 - f. Municipal Repairs- Hire FT mechanic & FT temp mechanic
 - g. Highway- Procurement Policy update
4. Vouchers
5. Announcements
6. Public Comment

TOWN OF KENT
NOTICE OF HEARING

AMENDMENTS TO CHAPTER 77
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, _____ an amendment to Kent Town Code Chapter 77, entitled "Zoning", which amendment will revise Chapter XVII regarding "Special Permit Uses and Site Plans" to add provisions that would authorize the Building Inspector to waive site plan requirements for certain de minimis construction activities.

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 _____ 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: March __, 2022

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF KENT

YOLANDA D. CAPELLI, TOWN CLERK

TOWN OF KENT
AMENDMENT TO
CHAPTER 77
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 77, Article XVII regarding “Special Permit Uses and Site Plans” shall be deleted in its entirety, and replaced with the following language to authorize exemptions and waivers for de minimus activities:

§ 77-60 Approval of site plans.

~~D. Exemptions. The following activities are exempt from site plan approval:~~

- ~~(1) Construction, extension or alteration of a single family dwelling and accessory structures thereto on a lot legally in existence as of the date of this chapter, or on a lot approved by the Planning Board for single family residential use pursuant to Chapter A81.~~
- ~~(2) The seasonal planting, cultivation and harvesting of field crops, fruits, vegetables, and horticultural specialties, including nursery stock, ornamental shrubs, and ornamental trees and flowers, whether as part of an existing or a new or expanded agricultural operation, and not involving the construction or alteration of any structure.~~
- ~~(3) Construction or alteration of the interior of a building or structure;~~
- ~~(4) Routine property maintenance activities, including repainting, repair, and in-kind~~

~~replacement~~

D. Exemptions and Waivers for De Minimis Activities

(1) Waiver Documentation Requirements.

- (a) Completed Waiver Request; and
- (b) Recent as-built site survey or site plan that details at a minimum property boundaries, property topography, roadway(s), parking lot(s), and structures. The as-built survey or site plan shall be not more than five (5) years old from the date of the waiver request; and
- (c) Recent as-built site survey or site plan, redline markup that details the location and type of proposed change(s).

(2) De Minimis Waivers.

(a) In the case of certain de minimis construction activities that would otherwise require site plan approval by the Planning Board, the Building Inspector is hereby authorized to issue building permits after review and recommendation by the Town Planner and without site plan approval by the Planning Board, provided:

(i) The activity involves the construction of not more than 200 gross square feet of new construction for a use that is permitted in the district in which the property is located; and

(ii) The existing use of the property is a conforming use; and

(iii) The property is located in a business or a commercial district; and

(iv) The lot and all existing and proposed structures comply with the minimum lot and bulk requirements for the district in which the lot is located, or area variances have been issued by the Zoning Board of Appeals; and

(v) Activity does not impact or occur in watercourses, wetlands or wetland setbacks

(b) This recommendation shall be made to the Planning Board and Building Inspector, in writing, after review by the Town Planner

(3) Site Plan Approval Waiver.

(a) In the case of a use conversion which does not require additional exterior construction or site modifications, or in the case of a site plan change involving less than 400 square feet of new construction, the Planning Board may determine that the site plan application procedures outlined herein are not applicable and may waive the requirement of a site plan review, in whole or in part, provided the Board determines:

(i) The proposed change in use or site plan change will not result in additional traffic generation, or wastewater flows or water consumption beyond the existing system's capacity, and

(ii) The proposed change in use or site plan change will not affect pedestrian and traffic circulation, eliminate parking, or alter the height of the exterior facade; and

(iii) The lot and all existing and proposed structures comply with the minimum lot and bulk requirements for the district in which the lot is located, or area variances have been issued by the Zoning Board of Appeals.

(b) This determination shall be made to the Building Inspector, in writing, after decision of the Planning Board.

(4) De Minimis Exemptions. The following activities are exempt from site plan approval:

(a) Construction, extension or alteration of a single-family dwelling and accessory structures thereto on a lot legally in existence as of the date of this chapter, or on a lot approved by the Planning Board for single-family residential use pursuant to Chapter A81.

(b) The seasonal planting, cultivation and harvesting of field crops, fruits, vegetables, and horticultural specialties, including nursery stock, ornamental shrubs, and ornamental trees and flowers, whether as part of an existing or new or expanded agricultural operation, and not involving the construction or alteration of any structure.

(c) Construction or alteration of the interior of a building or structure;

(d) Routine property maintenance activities, including repainting, repair, and in-kind replacement.

Section 2. This local law shall take effect immediately.

Dated: March ____, 2022

BY THE ORDER OF THE TOWN BOARD
TOWN OF KENT

BY THE ORDER OF THE TOWN BOARD OF
THE TOWN OF KENT

ATM LOCATION AGREEMENT

Parties: The parties to this contract are **NPBC LLC. (NPBC)**, and Town of Kent, 40 Sybils Crossing, Kent Lakes N.Y. 10512 hereby referred to as "Company"

Company hereby grants to NPBC LLC, hereby accepts company's exclusive right and license to install, maintain, and operate cash automatic teller machine (ATM) at the location designated above in accordance with the terms and conditions of this agreement.

Utilities

ATM requires a electric outlet to ensure effective processing. Town of Kent shall pay for all of their utility charges (already established electricity.) NPBC LLC will provide and pay for a wireless modem.

Maintenance and Service

NPBC LLC shall provide maintenance service to the ATM in Company's facility, including but not limited to, internal cleaning, repair, maintenance, parts and labor, and shall keep the ATM in good working order consistent with industry standards for off-premise ATMs.

Cash Replenishment

Cash will be provided by NPBC LLC and will be replenished by NPBC LLC unless otherwise noted.

Trial Period

The term of this contract, which is listed below, will begin exactly ninety (90) days after the ATM is installed in company's location. This trial period should give NPBC and company enough time to determine if company's location warrants an ATM.

Term of Agreement

1 year. (12) months to commence after the 90 day trial period.
This agreement shall automatically renew for successive one (1) year terms, however that, either party may terminate renewal providing advanced written notice of at least (90) days before expiration of term.

NPBC LLC.
59 Healey Lane
Stormville N.Y. 12582
Telephone: (845) 204-1173

Town of Kent
Contact: Town supervisor
40 Sybil's Crossing 10512

By: _____
Cody Barticciotto

Vice-President of Operations

Print Name: _____

Date: _____

By: _____

Title: _____
Authorized Signer

Print Name: _____

Date: _____

This contract contains company's complete understanding of its terms. **ADDITIONAL CONTRACT TERMS ARE ATTACHED.** Company agrees to permit access to public for purpose of using the ATM during Company's regular business hours.

TERMS AND CONDITIONS

Now therefore, in consideration of the promises and the mutual covenants herein set forth, and for other and valuable consideration the receipt and sufficiency of which is hereby acknowledged, NPBC LLC. (Operator) and Town of Kent (Company/Merchant) hereby agree as follows:

1. OPERATION OF ATM FACILITIES IN THE COMPANY'S LOCATION:

Company represents and warrants to NPBC that Company has the right to allow NPBC to place their ATM in Company's location. Company further represents and warrants that it has the full legal right and authority to enter into this Agreement.

2. TERM:

The term of the Agreement shall be as follows:

(a) Either party may terminate the Agreement if there is a material breach of the Agreement by the other party (the "breaching party") by the delivery of fifteen (15) days written notice describing each breach; provided however, that if the breaching party shall have cured the breach before the expiration of the notice of termination, then the Agreement shall continue in full force and effect as if no notice had been given.

1. Company may close any or all of its locations, provided that all of Company's business operations at the location are permanently terminated. However, in the process of closing the location, Company opens a comparable business within twenty (20) miles of the closed location, Company shall pay to NPBC for all NPBC's out of pocket costs in moving and installing the ATMs and the new location shall be subject to the Agreement if agreed to by both parties in writing.
2. Should Company sell part or all of its business, the terms of this contract will remain in full effect with the new owner(s.)

3. EQUIPMENT:

NPBC shall obtain ATMs and related equipment needed for this installation or future installations from a vendor of its choosing. NPBC ensures that all ATM facilities meet common industry standards for similarly located ATMs and are maintained in a manner consistent with standard industry practices for similarly located ATMs.

4. ATM FACILITY LOCATION ACCEPTANCE:

In its good faith opinion, NPBC believes that an ATM would not qualify for installation at a location, then NPBC may reject said location.

5. USE OF PROPERTY:

NPBC for the purpose of establishing and maintaining the ATM to be used by the public shall use the company's location. At no expense to NPBC, Company agrees to:

1. Permit access to the public for the purpose of using the ATM during Company's regular business hours.
2. Permit access to NPBC employees and authorized agents for the purpose of establishing, repairing, and maintaining for the ATM during Company's regular business hours.
3. Company shall use its best efforts to provide access to an area in which an ATM facility is located outside of normal business hours for emergencies that require immediate maintenance or repair of an ATM facility.

6. CONDITION OF PROPERTY:

NPBC accepts the Company's location in its condition and state of repair at the commencement of the term, and Company shall not be obligated to make any repairs or improvements. Upon termination, NPBC shall surrender the Company's Location to Company in its existing state except normal wear and tear or loss by fire or acts of God or other casualty, subject to any alterations made by NPBC.

7. ALTERATIONS:

NPBC, in its reasonable discretion, shall be admitted to install, at its expense, lighting and signage on or near the ATM in the Company's Location. NPBC shall not place, or cause to be placed any building structures in the Location, nor may NPBC alter, paint, or decorate the Location or install improvements or fixtures thereon, without prior written consent of Company. Notwithstanding anything to the contrary contained herein, NPBC, in its reasonable discretion, shall be admitted to install, at its expense, lighting and signage on or near the ATM in the Location.

8. DUE CARE:

Company shall use ordinary care to monitor the use of each ATM in the Market Area to prevent theft and vandalism to the ATM.

9. COMPANY REMODELING OR CLOSING:

If NPBC is required to temporarily remove or relocate an ATM because of actions taken by Company, including, without limitation, remodeling a facility in which an ATM is located, then all cost associated with the relocation of the ATM shall be borne by Company.

10. REMOVAL OF ATM IN THE COMPANY'S LOCATION:

NPBC may remove any ATM from the Company's Location under the following conditions:

1. The ATM must have been installed for a minimum of ninety (90) days.
2. NPBC shall give Company written notice of the planned removal of an ATM facility at least ten (10) days before the removal.
3. All costs associated with removal and reinstallation of the ATM shall be borne by NPBC or its assigns. All costs associated with remodeling the location from which the ATM was removed, including costs of restoring any merchandise display areas, shall be borne by Company. If there are no remaining ATMs in the Location, the Agreement shall terminate with no further obligation by NPBC or Company.

11. **LIABILITY TO CBKD:**

In no event shall NPBC be liable for direct, indirect, consequential, incidental, additional, or punitive damages of Company, its agents, and successors.

12. **EXCLUSIVITY:**

NPBC shall have the exclusive right to install, operate and maintain an ATM in the Company's Location.

13. **TITLE:**

The ATM shall remain the property of NPBC or its assigns.

14. **WAIVER:**

The failure of either party to enforce at any time any provision of the Agreement or to exercise any right herein provided shall not in any way be constructed to be a waiver.

15. **GOVERNING LAW:**

New York law shall control and govern the Agreement. Venue for equitable relief shall be Putnam County N.Y. since the Agreement is due and performable, at least in part in New York

16. **ENTIRE AGREEMENT:**

The Agreement, together with the exhibits hereto, represents the entire understanding between the parties with respect to the matters contained herein, and may be amended only by an instrument in writing signed by the parties. THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OTHER THAN THOSE CONTAINED HEREIN.

17. **NOTICE:**

Any notice required or permitted hereunder shall be in writing and may be given by personal service or by depositing same in the United States mail, postage prepaid, certified, return receipt requested to the address of the party receiving notice as appears on the signature page of the Agreement, or as changed through written notice to the other party.

18. **BINDING EFFECT:**

The Agreement is binding on the parties and their respective successor and assigns. Company shall not assign the Agreement without the prior written consent of NPBC, which consent shall not be unreasonably withheld. NPBC may assign, pledge, transfer, or hypothecate, any or all of the Agreement. Company also agrees to execute and deliver an estoppel letter in substance and form reasonably satisfactory to NPBC for any assignment or pledge by NPBC.

19. **SEVERABILITY:**

If any provisions of the Agreement, or the applicability of such provision to any person or circumstance, shall be determined to be invalid by any court of competent jurisdiction, then such determination shall not effect any other provisions of the

Agreement, all of which provisions all remain in effect and, if the provisions are capable of two constructions, one of which would render it valid, the provisions shall have the meaning which render it valid.

20. VALIDITY AND ENFORCEABILITY:

NPBC and Company represent and warrant to each other that the execution and delivery of the Agreement have been duly authorized.

21. ARBITRATION:

Any controversy or claim arising out of relating to, the Agreement, or the breach thereof, shall be resolved through binding arbitration by the American Arbitration Association in New York under the commercial arbitration rules. The prevailing party shall be entitled to attorney's fees, costs, and prejudgment interest at a rate of eight percent (8%) per annum in addition to damages. The arbitration award may be filed and entered in a court of competent jurisdiction for enforcement if necessary. This section shall survive the termination of the Agreement for a period of four (4) years.

All claims and controversies shall be resolved in ninety (90) days from the date of filing with the American Arbitration Association, and in this regard, time is of the essence.

22. TERMINATION:

1. NPBC may terminate the Agreement, or curtail or restrict its operations at any time, if in NPBC's sole discretion, the continued performance under the Agreement would make it unprofitable, undesirable, too restrictive, or require burdensome capital contributions and expenditures.

(b) This Agreement and all obligations of NPBC hereunder may be canceled by NPBC in the event of Company default under the terms of any lease for the ATM or in any event if Company fails to comply with the terms of this Agreement. Company may terminate this Agreement prior to the end of the then current term, provided Company gives NPBC 90 days advance notice and pays NPBC a cancellation fee as follows; 100% of the average monthly charges which have been billed or collected by NPBC during the six (3) months prior to termination times the months remaining in the then current terms of this Agreement. Company hereby authorizes NPBC to collect the cancellation fee on the termination date by electronic fund transfer from company's clearing account.

23. NO JOINT VENTURE OR PARTNERSHIP:

NPBC and Company hereby agree that nothing contained herein or in any document executed in connection herewith shall be contracted as making Company and NPBC joint ventures or partners.

24. ENCUMBRANCES:

Company shall not create, permit, or suffer to exist, and shall defend any ATM of NPBC at the Company's Location against any lien, security interest, or other

encumbrance on any ATM of NPBC at the Company's Location, and shall defend Company's rights in any ATM at the Company's Location against the claims of all persons making any claim as a result of Company's actions or inactions. Company shall not under any circumstance claim a lien or encumbrance on any ATM of NPBC.

25. INDEMNITY:

1. Company agrees to protect, defend, indemnify and save NPBC and its officers, directors, employees, agents, insurers, and attorneys, harmless from and against all claims, demands, and causes of action of every kind and character, attributable to the negligence and/or intentional wrongful conduct by Company, and its agents.
2. NPBC agrees to protect, defend, indemnify, and save Company, its officers, directors, employees, agents, insurers, and attorneys, harmless from and against all claims, demands and causes of action of every kind and character, attributable to the negligence and/or wrongful conduct by NPBC, and its agents.

26. HEADINGS:

The heading, captions, and arrangements used in the Agreement are for convenience only and shall not affect the interpretation of the Agreement.

27. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:

All representations and warranties made in the Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of the Agreement, and no investigation by NPBC shall affect the representations and warranties or the right of NPBC to rely upon them.

28. COUNTERPARTS:

The Agreement may be executed in any number counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CBKD-ATM, LLC.
59 Healey Lane
Stormville NY 12582
Telephone: (845) 204-1173

COMPANY:
Contact: Town Supervisor
Town of Kent
40 Sybil's Crossing, Kent Lakes NY

By: _____
Cody Barticcio
Title: VP of Operations

By: _____
Authorized Signer

Print Name: _____

Date: _____

Date: _____



Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **Town of Kent, NY** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **6/1/22**.

I. Productivity Solutions

With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue:** Up to 3
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

II. Engagement Solutions - Peak Performance Benefits

ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.



- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Information Resource Benefits:** 25,000 Self-Help Resources – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes over 8,000 online personal and professional development trainings to help employees balance their work and personal life.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

III. EAP Administration - Orientation and Engagement

An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



IV. Manager, Supervisor and Human Resources Services

ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed online EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. Optional Services

- **GCN Compliance Training: No**
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.

VII. Term

- A. This Agreement shall be effective from the Effective Date for an initial term of one (1) year. This Agreement shall automatically renew for consecutive 1-year terms thereafter, unless (i) either party notifies the other of its intent not to renew not later than 30 days prior to the expiration of the then-current term; or (ii) the Agreement is terminated as provided for in this Agreement. Any



renewal shall be on the same terms and conditions as this Agreement, except that for each renewal, ESI may modify the financial terms as set forth in Section VIII herein.

- B. Either party may terminate this Agreement for breach upon 60 day's prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

VIII. Fees and Payment

- A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

IX. Indemnification and Limitation of Liability

- A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to this services provided for under this Agreement.
- C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of



software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

XII. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

Town of Kent, NY

 Gordon G. Bell, President

 Authorized Signature

 Date

 Date





Employee Assistance Program (EAP) | EXHIBIT A

Town of Kent, NY ("Client") 6/1/22-5/31/23 Year #1 of a 3 year pricing agreement

Service Charges and Payment

- A. The total number of employees covered under this Agreement is **92** – Year #1
- B. Client agrees to pay ESI the sum of **\$3,200.00** annually. **This price is guaranteed through 5/31/25**
- C. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat Rate listed above covers a census of **51** to **100**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F. Trauma Responses available at **\$250.00** per hour plus travel time.
- G. DOT required Substance Abuse Evaluations - **\$850.00** each.

Re: LCLG Supervisor Application from Jim Garbarino

Alexa Brandihall <abrandihall@townofkentny.gov>

Thu 3/31/2022 10:54 AM

To: Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>; Jaime McGlasson <jmcglasson@townofkentny.gov>

thank you!

From: Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>

Sent: Thursday, March 31, 2022 8:57 AM

To: Jaime McGlasson <jmcglasson@townofkentny.gov>

Cc: Alexa Brandihall <abrandihall@townofkentny.gov>

Subject: FW: LCLG Supervisor Application from Jim Garbarino

Attached please find the application from James Garbarino for the Seasonal Lake Carmel Lifeguard Supervisor position. It is recommended that Mr. Garbarino be hired for the 2022 season at a rate of \$9,750.00. Please add to the April 5th agenda for review by the town board.

Thank you.

Heidi Link

Lake Carmel Park District Clerk

Town of Kent

25 Sybil's Crossing

Kent Lakes, NY 10512

Office: 845-306-5602

Fax: 845-225-5130

Email: lcpdclerk@townofkentny.gov

Web: <https://www.townofkentny.gov/lake-carmel-park-district>

Sent from [Mail](#) for Windows

Agenda Item: Lake Carmel Park District Seasonal Maintenance Workers

Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>

Fri 4/1/2022 9:09 AM

To: Jaime McGlasson <jmcglasson@townofkentny.gov>

Cc: Alexa Brandihall <abrandihall@townofkentny.gov>; Christopher Ruthven <cruthven@townofkentny.gov>

Attached please find four (4) applications for seasonal park workers for the Lake Carmel Park District. Crew Chief Frank Sabatini recommends the hiring of the following applicants to fill positions for the 2022 summer season at a rate of \$13.20/hr.

Vladimiro Cardona: Start date April 6th
Bryan Epp: Start date April 11th
Ethan Kovalec: Start date mid to late May
Dylan Taplin: Start date mid to late May

Please add to the April 5th town board agenda for consideration.

Thank you.

Heidi Link

Lake Carmel Park District Clerk

Town of Kent

25 Sybil's Crossing

Kent Lakes, NY 10512

Office: 845-306-5602

Fax: 845-225-5130

Email: lcpdclerk@townofkentny.gov

Web: <https://www.townofkentny.gov/lake-carmel-park-district>

Sent from Mail for Windows

2022 Season - Town of Kent

Park District #1 (Lake Carmel)

Recreation Department

Lake Carmel Beach				Parks Garage
Beach #3	Beach #7	Beaches #2	Beaches #4	Maintenance Garage
Intersection of Lakeshore Dr East & Brewster Rd	Intersection of West Lakeshore Dr & Gilead Rd	Intersection of Lakeshore Dr East & Briarcliff Rd	Intersection of Lakeshore Dr East & Salem Rd	8 Champlain Dr
(2 units) cleaned twice/wk	(1 unit) cleaned twice/wk	(1 unit) cleaned once/wk	(1 unit) cleaned once/wk	(1 unit) cleaned once/wk
1 unit June 1 - Labor Day	1 unit May 1 - Nov. 1	1 unit June 1 - Labor Day	1 unit June 1 - Labor Day	Year Round
1 unit May 1 - Nov. 1				
Total seasonal units (5) with locks				

Edward Ryan Memorial Park	
Location: TBD	Location: by permanent restrooms
43 Park Rd	
(1 unit) cleaned once/wk	(1 unit) cleaned once/wk
May 1 - Nov. 15	Year Round

Huestis Park	
Location: inside fenced field area by entrance gate (requires recreation personnel for delivery)	
178 Farmers Mills Rd	
(1 unit) cleaned once/wk	(1 unit) cleaned once/wk
May 1 - Nov. 25	Year Round

Additional Units, Repairs & Cleanings			
Extra unit for special events	Extra portable sink, soap & paper towels for special events	Extra maintenance, minor repairs (incl. parts) cost under \$100.00	Extra cleaning per unit

United Rentals	Standard Unit	4wk cycle	Cleaned 1x/week	\$75.00
	Standard Unit	4wk cycle	Cleaned 2x/week	\$135.00
	Standard Unit	Year Round	Cleaned 1x/week	\$975.00

Porta-Potty	Standard Unit	4wk cycle	Cleaned 1x/week	\$155.00
	Standard Unit <th>4wk cycle</th> <th>Cleaned 2x/week</th> <th>\$265.00</th>	4wk cycle	Cleaned 2x/week	\$265.00
	Standard Unit <th>Year Round</th> <th>Cleaned 1x/week</th> <th>\$1,820.00</th>	Year Round	Cleaned 1x/week	\$1,820.00

A-John Inc. No quote submitted

John to Go No service in area

From: John Mccaffrey
Sent: Wednesday, March 2, 2022 9:27 AM
To: Lake Carmel Parks Clerk
Cc: Christopher Buchanan; Jillian Hartling; Eric Mimnaugh; Holly Mousseau; Gregory Hayes
Subject: RE: Town of Kent - Voucher for Signature

TOWN OF KENT NOTICE

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Heidi,

Below are pricing details for the 2022 season.

There is a subtle price increase:

Lake Carmel/Kent rates breakdown:

- Standard restroom units will be priced at \$75/4 week cycle.
- Wheelchair accessible units will be the same \$125/4 week cycle.
- Dual Station Hand wash units \$100/4 week cycle.

(1x week service is included with each, pump waste, replenish paper and hand sanitizer)

- Additional scheduled weekday service will be \$15/unit/service visit.

We appreciate your business and look forward to working with you this season.

Best Regards,
 John McCaffrey
 Hudson Valley Territory Manager 89B

United Rentals 

Reliable On-Site Services

845-926-8003 mobile

Our Mission: Deploy the best people, equipment and solutions to enable our customers to safely build a better and stronger future.

[Click Here to Apply For Credit](#)

[Click Here to Leave us a review](#)

[Portable Restrooms-Showers & Trailers - Portable Hand Washing & Sanitizing - Portable Waste Tanks - Fresh Water Systems - Temporary Fence](#)

From: Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>

Sent: Tuesday, March 1, 2022 11:21 AM

To: John Mccaffrey <jmccaffrey@ur.com>

Subject: [EXTERNAL]RE: Town of Kent - Voucher for Signature

Thanks John. We are starting to make preparation for the summer. Would there be any change to our existing quote for the beaches?

From: acrinieriec@optonline.net
Sent: Thursday, March 31, 2022 2:34 PM
To: Lake Carmel Parks Clerk
Subject: Re: RE: FW: Porta John Quotes for Lake Carmel Town of Kent

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Please see below:

Premier Executive Trailers, LLC.

Porta-Potty

70 Coy Road

Clintondale, NY 12515

800-275-3616

premier-exec.com

porta-potty.com

----- Original Message -----

From: lcpcclerk@townofkentny.gov

To: acrinieriec@optonline.net

Sent: Thursday, March 31, 2022 9:46 AM

Subject: RE: FW: Porta John Quotes for Lake Carmel Town of Kent

Amanda, would you please provide the price for the following:

Standard unit cleaned 1x per week for a 4 week cycle: \$165.00 per unit,
per 28 day billing cycle, 2 mo min

Standard unit cleaned 2x per week for a 4 week cycle: \$265.00 per unit,
per 28 day billing cycle, 2 mo min

Standard unit cleaned 1x per week for year round cycle: \$1820.00 per unit

Thank you.

Heidi Link

Lake Carmel Park District Clerk

Town of Kent

25 Sybil's Crossing

Kent Lakes, NY 10512

Office: 845-306-5602

Fax: 845-225-5130

Email: lcpdclerk@townofkentny.gov

Web: https://www.townofkentny.gov/lake-carmel-park-district

Sent from Mail for Windows

From: Lake Carmel Parks Clerk
Sent: Tuesday, March 29, 2022 8:15 AM
To: Courtney Burke
Subject: RE: Porta John Quotes for Lake Carmel Town of Kent

That is our current rate, they will be re quoting us as well. Please let me know if you would still like to submit a quote.

Heidi Link

Lake Carmel Park District Clerk

Town of Kent

25 Sybil's Crossing

Kent Lakes, NY 10512

Office: 845-306-5602

Fax: 845-225-5130

Email: lcpcdclerk@townofkentny.gov

Web: <https://www.townofkentny.gov/lake-carmel-park-district>

Sent from Mail for Windows

From: Courtney Burke
Sent: Monday, March 28, 2022 11:52 AM
To: Lake Carmel Parks Clerk
Cc: Sales
Subject: RE: Porta John Quotes for Lake Carmel Town of Kent

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Good Morning,

We will not be able to beat \$59/month/unit. I cannot imagine anyone will be able to, you are likely better of staying with your current vendor.

Thank you,

Courtney Burke

A-John/ A-1 Portable Toilets

Mon-Fri 8am-5pm

Office: (845) 778-7795 ext 101

After Hours Emergency: (845) 778-7795 option #2
courtney@ajohninc.com

From: Abe Breuer
Sent: Tuesday, March 8, 2022 3:38 PM
To: Lake Carmel Parks Clerk
Subject: Re: FW: Porta John Quotes for Lake Carmel Town of Kent

TOWN OF KENT NOTICE

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Thanks for reaching out but this is not in our area.

Abe

On Tue, Mar 8, 2022 at 11:40 AM Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov> wrote:

We are currently in search of quotes from several vendors for porta johns for the Lake Carmel Park District and Parks and Recreation departments in the Town of Kent. Attached please find a spreadsheet which describes the dates and placement for each of the required units.

Please let me know if you are interested in providing quotes for our seasonal and year round units. We'd like to receive quotes by March 31st so that we may present to the town board for a decision at their next meeting. If you have any questions, please feel free to contact me.

Thank you.

Heidi Link

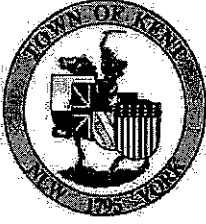
Lake Carmel Park District Clerk

Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512
Telephone: (845) 306-5602
Fax: (845) 225-5130
lcpdclerk@townofkentny.gov
www.townofkentny.gov/lcpd_home.htm

Abe Breuer, VP-CFO
John To Go Inc
VIP To Go Inc
21 Van Natta Drive
Ringwood NJ 07456

Office (845) 362 2300
Fax (845) 362 4622
Mobile (845) 494 7890
www.johntogo.com
www.viptogo.com

<http://www.youtube.com/watch?v=B2a4gNIKAtA&feature=email>



MUNICIPAL REPAIRS

Nicholas Mancuso, Service Manager
62 Ludington Court
Kent Lakes, NY 10512
(845) 225-6612
municipalrepairs@townofkentny.gov

Memo

Date: March 25 2022

Subject: Mechanic Temp Position

Supervisor Jaime McGlasson and Town Board Members,

I am requesting to add on the next Town Board Meeting the Hiring of
Matthew Kiernan in the capacity of Mechanic full time temporary position.

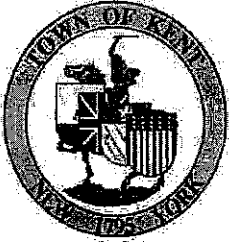
I interviewed Mathew and he meets the criteria needed to perform in the capacity of Mechanic.

If there are any questions, please do not hesitate to ask.

Thank you,

A handwritten signature in black ink that reads "Nicholas Mancuso".

Nicholas Mancuso
Service Manager
Town of Kent



MUNICIPAL REPAIRS

Nicholas Mancuso, Service Manager
62 Ludington Court
Kent Lakes, NY 10512
(845) 225-6612
municipalrepairs@townofkentny.gov

Memo

Date: March 31 2022

Subject: New Hire

Supervisor Jaime McGlasson and Town Board Members,

I am writing regarding the hiring of Nick Matos as a full time Mechanic for the Town of Kent Municipal Repairs department.

Nick has a great work ethic, reliable and capable to perform any task handed to him. He is proven knows the process and has all the credentials.

I am requesting to have this added to the agenda on the next Town Board meeting.

I look forward to a strong future at Municipal Repairs Department.

If there are any questions, please do not hesitate to ask.

Respectfully,

Nicholas Mancuso
Service Manager
Town of Kent

**RESOLUTION
TO AMEND PROCUREMENT POLICY**

**TOWN OF KENT
COUNTY OF PUTNAM, STATE OF NEW YORK**

**RESOLUTION # _____
INTRODUCED BY: _____
SECOND BY: _____**

DATE OF CONSIDERATION/ADOPTION: March 1, 2022

WHEREAS, Section 104-b of the General Municipal Law requires the governing body of every municipality to adopt a procurement policy for all goods and services which are not required by law to be publicly bid; and

WHEREAS, the Town Board adopted a procurement policy effective as of July 1, 1992, as amended on June 21, 2011 and on November 2, 2016; and

WHEREAS, the Town Board finds it necessary to revise the procurement policy to include new provisions of the laws governing procurement;

NOW, BE IT THEREFORE RESOLVED that the Town Board of the Town of Kent does hereby adopt the following amended procurement policy which is intended to apply to all goods and services which are not required by law to be publicly bid:

PROCUREMENT POLICY FOR THE TOWN OF KENT:

1. **Review.** Every purchase to be made must be initially reviewed by the department head to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service in one year period is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year.

The following items are not subject to competitive bidding pursuant to Section 103 of the General

- contracts under \$20,000 or as may be further amended pursuant to General Municipal Law §103
- purchase works contracts under \$35,000 or as may be further amended pursuant to General Municipal Law §103;
- emergency purchases (pursuant to Resolution #295 of 2014 the Highway Superintendent may make emergency purchases up to \$8,000);
- certain municipal hospital purchases or purchases by nutritional programs which

- receive federal, state or local funding;
- goods purchased from agencies for the blind or severely handicapped;
- labor or goods manufactured by correctional institutions;
- purchases under state and county contracts; and
- surplus and secondhand purchases from another governmental entity.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the individual making the purchase. The documentation may include written or verbal quotes from vendors, a memorandum from the purchaser indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memorandum from the purchaser detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

2. **Exemptions – No Favoritism.** All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided.

The following purchases are exempt from this Procurement Policy:

- purchase contracts over \$20,000 which are subject to competitive bidding requirements;
- public works contracts over \$35,000 which are subject to competitive bidding requirements;
- goods purchased from correctional institutions pursuant to Section 186 of the Correction Law;
- purchases under State contracts pursuant to Section 104 of the General Municipal Law;
- purchases under county contracts pursuant to Section 103(16) of the General Municipal Law;
- purchases pursuant to subdivision 7(e) of this policy;
- purchases made from a Sole Source provider, as more fully set forth in Section 7 ; or
- Purchases made based on Best Value pursuant to subdivision 4 of this policy.

3. **Methods of Purchase:** The following method of purchase will be used when required by this policy in order to achieve the highest savings:

<u>PURCHASE CONTRACTS:</u>	<u>ESTIMATED AMOUNT</u>	<u>METHOD</u>
	\$1,000 - \$2,999	Three (3) verbal quotes
	\$3,000 - \$19,999	Three (3) written (includes scans, faxes, etc.) quotations or requests for proposals

\$20,000 or more Follow Public Bidding requirements pursuant to General Municipal Law

<u>PUBLIC WORKS CONTRACTS:</u>	<u>ESTIMATED AMOUNT</u>	<u>METHOD</u>
	\$1,000 - \$2,999	Three (3) verbal quotes
	\$3,000 - \$34,999	Three (3) written (includes (scans, faxes, etc.) quotations quotations or requests for proposals
	\$35,000 or more	Follow Public Bidding requirements pursuant to General Municipal Law

4. **Best Value.** The Town has adopted Local Law 1-2016 pursuant to which the Town may award purchase contracts which would otherwise be subject to the "lowest bidder" rule on the basis of best value, as defined in State Finance Law §163, to a responsive and responsible bidder or offeror. Factors that may be used to enact the "best value" option, where cost efficiency over time to award the good(s) or service(s) to other than the lowest bidder, are:

- (a) lowest cost of maintenance for good(s) or service(s);
- (b) durability of good(s) or service(s);
- (c) higher quality of good(s) or service(s); or
- (d) longer product life of good(s) or service(s)

Where the basis for award is the best value offer, the Town official shall document, in the procurement record and in advance of the initial receipt of offers, the determination of the evaluation criteria, which whenever possible, shall be quantifiable, and the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted.

Where appropriate, the solicitation shall identify the relative importance and/or weight of cost and the overall technical criterion to be considered by the Town in their determination of best value.

The election to award any such contract on the basis of best value shall be made by the Town Board in consultation with the Department Head. In the event that no such election is made, purchase contracts will continue to be awarded to the lowest responsible bidder furnishing any required security. (Added by Local Law 1 of 2016)

5. **Professional Services.** Should the Town Board need to retain professional services or wish to change a provider of professional services, they shall do so by circulating requests for proposals. A good faith effort shall be made to obtain a competitive required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

6. **Documentation.** Documentation is required for each action taken with each procurement. Documentation and explanation is required whenever a contract is awarded to other than the lowest responsible offerer. This documentation will include an explanation of how the award will achieve savings or how the offerer was not responsible. This documentation may take the form of a Town Board resolution accepting a proposal or other offer. The resolution should contain a brief statement of the steps taken to assure that the lowest price available was obtained. A determination that the offerer is not responsible shall be made by the purchaser and may not be challenged under any circumstances.

7. **Exceptions.** Pursuant to General Municipal Law Section 104-b (2) (f), the procurement policy may contain circumstances when, or types of procurements for which, in the sole discretion of the Town, the solicitation of alternative proposals or quotations will not be in the Town's best interest. In the following circumstances it may not be in the best interests of the Town of Kent to solicit quotations or document the basis for not accepting the lowest bid:

a. **Professional services or services requiring special or technical skill, training or expertise.** The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity and moral worth. These qualifications are not necessarily found in the individual company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to a competitive procurement procedures.

In determining whether a service fits into this category the Town Board shall take into consideration the following guidelines:

- whether the services are subject to State Licensing or testing requirement;
- whether substantial formal education or training is a necessary prerequisite to the performance of the services; and
- whether the services require a personal relationship between the individual and municipal officials.

Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare or review plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software of programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

b. **Emergency purchases pursuant to Section 103(4) of the General Municipal Law.** Due to the nature of this exception, these goods or services must be purchased

immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits. (Added by Resolution #58 of 2014)

c. Purchases of surplus or secondhand goods from any source. If alternate proposals are required, the Town of Kent is precluded from purchasing surplus and secondhand goods at auctions or through advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product. (Added by Resolution #309 of 2015). Pursuant to Resolution #309 of 2015, the Highway Superintendent has been authorized to make such purchases in an amount up to \$30,000 without prior Town Board approval.

d. Goods or services under \$250. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interest of the taxpayer. In addition, it is not likely that such demising contracts would be awarded based on favoritism.

e. Sole Source Providers. Public bidding is not required when there is no reasonable equivalent and is available from only one source so there is no possibility of bidding.

8. This amended policy shall take effect immediately and shall be reviewed at least annually by all Town officials, or at such other times as in the Town Board's discretion such review is necessary.

UPON ROLL CALL VOTE:

Supervisor McGlasson: _____ Councilwoman Campbell: _____
Councilman Tompuri : _____ Councilwoman Botte: _____
Councilman Ruthven: _____

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 _____, 2022

Dated: _____, 2022

Yolanda D. Cappelli, Town Clerk