

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, July 21, 2020**

Executive Session – 6:00 p.m.

to discuss proposed, pending or current litigation and matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Workshop/Meeting – 7:00 p.m.

1. Pledge of Allegiance
2. Discussion and/or Vote on the following:
 - a. Set Public Hearing for a Local Law Extending Mining Moratorium
 - b. Lake Carmel Park District – community center fencing
 - c. Planning Department – accept bonds for TM# 21.8-1-39 and TM# 10.20-1-71, advertise for alternates for Planning Board
 - d. Highway – tub grinding extension
 - e. Advertise for proposals for structural assessment of three town buildings
 - f. Participation Agreement with NEIWPC
 - g. Tax Certiorari
 - h. Approval of Vouchers and Claims
3. Announcements
4. Public Comment

TOWN OF KENT LOCAL LAW NO. _____ of 2020
A LOCAL LAW EXTENDING A TEMPORARY LAND USE MORATORIUM
PROHIBITING MINING WITHIN THE TOWN OF KENT

BE IT ENACTED by the Town Board of the Town of Kent, Putnam County, New

York, as follows:

Section 1. Legislative Intent.

This local law is intended to extend the temporary prohibition on the issuance of permits for the excavation of sand, gravel, topsoil, rock or other natural material within the Town of Kent, for an additional period of up to six (6) months, pending the further development and adoption of local laws and/or ordinances prepared to regulate and govern such excavation.

By resolution dated March 3, 2020 the Town Board adopted Local Law #1 of 2020 temporarily prohibiting the issuance of permits for the excavation of sand, gravel, topsoil and rock or other natural material within the Town of Kent for a period of six (6) months from the effective date of said Local Law #1 of 2020.

On March 7, 2020, Governor Andrew Cuomo issued Executive Order Number 202, declaring a State disaster emergency for the entire State of New York due to the COVID-19 pandemic. The COVID-19 Pandemic is an outbreak declared a “public health emergency” for the entire United States by the United State Health and Human Services Secretary on or about January 31, 2020. Further, by Executive Order effective as of March 22, 2020, Governor Cuomo instituted “NY PAUSE” which closed all non-essential businesses and prohibited non-essential gatherings of individuals of any size for any reason, with such operations being reopened in phases. Although Town government was deemed an essential business, the pandemic itself and NY PAUSE presented numerous other, more pressing, challenges for the Town Board.

Due to the mandatory restrictions instituted by NY PAUSE and for the health and safety of residents, guests, and employees of the Town, it is deemed necessary to enact this six (6) month extension of the moratorium in order to permit the Town Board adequate time in which to draft suitable legislation to allow for proper and authorized regulation of mining within the Town of Kent. During the term of the extended moratorium, the Town of Kent shall work to prepare and eventually adopt additional land use provisions and regulatory processes to provide for the benefit, health and general welfare of the residents of the Town of Kent.

The objective of this moratorium is to allow the Town of Kent to assess and address its Code to promote community planning values by properly regulating such excavation. During the pendency of the moratorium, the Town Board will consider how best to permit excavation in certain areas so as to harmoniously integrate such with the existing community and landscape. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that an extension of the temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to further develop and adopt necessary zoning and land use changes to the Kent Town Code, thus protecting and furthering the public interest, health and safety.

Section 2. Scope of Moratorium.

There is hereby adopted in the Town of Kent a moratorium on the consideration, receipt or grant of temporary permits, pursuant to Chapter 63 of the Town of Kent Town Code entitled "Soil Removal", for the excavation of sand, gravel, topsoil, rock or other natural materials for an additional six (6) month period commencing on the effective date hereof.

During the term of the moratorium, the Town Board intends to develop, consider and adopt changes to its land use local laws so as to regulate Soil Removal and ensure that any mining conducted within the Town is consistent with the terms and goals of the Town's Comprehensive Plan.

While the moratorium is in effect, no applications pursuant to Chapter 63 shall be accepted and no temporary permits issued or approvals given by the Town Board except as authorized pursuant to Section 3, below.

Section 3. Exemptions, Variances and Appeals.

This moratorium does not apply to residential activities requiring permits on residential properties.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer variance applications exclusively to the zoning board of appeals.

Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.

B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of

the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Kent.

E. The written opinion of the Town of Kent Planning Board and the Town of Kent Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as a result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant of an exemption will be in harmony with, and will be consistent with the existing Town of Kent Zoning Ordinance and the recommendations of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by a fee as set forth by resolution of the Town Board, together with the applicant's written undertaking, in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town for services provided by the Attorney for the Town.

Section 4. Penalties.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Dollars (\$1,000) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Dollars (\$2,000) or imprisonment for a period of not more than 30 days, or both. For purposes of this Clause A, each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by

order or by injunction of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including but not limited to attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the propert(ies) within the Town on which the violation occurred, by including such expense in the next annual Town tax levy against such property, and such expense shall be a lien upon such property until paid.

Section 5. Application.

The provisions of this local law shall apply to all real property within the Town of Kent, and all applications for the excavation of sand, gravel, topsoil, rock or other natural materials pursuant to Chapter 63 of the Town Code.

Section 6. Conflicts with State Statutes and Local Laws and Authority to Supersede.

To the extent that any provisions of this local law are in conflict with or are construed as inconsistent with the provisions of the New York State Town Law or any local ordinance, law, or regulation, this local law supersedes, amends, and takes precedence over the Town Law and such local ordinances, laws or regulations, pursuant to the Town's municipal home rule powers pursuant to Municipal Home Rule Law § 10 and § 22 to supersede any inconsistent authority. Pursuant to the same powers, and without limiting the generality of the foregoing, this local law supersedes the provisions contained in (a) Article 8 of the Environmental Conservation Law (known as the State Environmental Quality Review Act) and the regulations thereunder to the extent that such provisions require that an agency determine the environmental significance of an application within certain specified timeframes; and (b) Town Law § 267 and § 267-a through c, pertaining to the variance authority of the board of zoning and appeals.

Section 7. Validity and 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 8. SEQRA Review.

The adoption of a moratorium constitutes a Type II action under 6 NYCRR Part 617, and

therefore requires no further review under the State Environmental Quality Review Act (SEQRA).

Section 8. 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 and shall remain in force for a consecutive period of six (6) months from its effective date, unless extended by local law adopted after public hearing upon no less than five (5) days public notice.

Dated: _____, 2020

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT

Tamara Harrison

From: Planning Kent
Sent: Monday, July 13, 2020 9:56 AM
To: Maureen Fleming
Cc: Accountant; Lana Cappelli; Tamara Harrison; Building Inspector
Subject: Realbuto Erosion Control & Maintenance/Landscaping Bonds - TM: 21.8-1-39 KPB
Resolution #3 2020

Please find attached copies of supporting documentation for the above mentioned bonds and inspection fee. Following is the breakdown:

Erosion Control Bond	- \$5,300.00
Maintenance/Landscaping Bond	- 3,300.00
Inspection Fee	- 1,000.00

The Planning Board approved this bond recommendation at their June 11, 2020 meeting and asked that it be forwarded to the Town Board for their approval, if appropriate when it was delivered to the Planning Board.

Vera Patterson
Town of Kent
Planning Board Secretary
25 Sybil's Crossing
Kent, NY 10512
planningkent@townofkentny.gov
845-225-7802 (T)
845-306-5283 (F)

Town of Kent Planning Board
25 Sybil's Crossing
Kent, NY 10512

email: planningkent@townofkentny.gov
Tel: 845-225-7802 (O)
Fax: 845-306-5283

Resolution #3

Year 2020

Date: July 9, 2020

From: The Kent Planning Board

To: The Kent Town Board:
Maureen Fleming, Supervisor - w/Att Paul Denbaum
Bill Huestis, Deputy Supervisor Jaimie McGlasson
Chris Ruthven

CC: W. Walters, Building Inspector - w/Att T. Harrison - w/Att.
L. Cappelli, Town Clerk - w/Att Finance Department - w/Att.

Re: **Accept Erosion Control, Wetland Mitigation &
Improvements MAINTENANCE (Landscaping) Bonds**
Steve Realbuto Property
49 Tiger Trail
Kent, NY 10512
TM: 21.8-1-39

Resolved: On June 11, 2020 Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to forward it to the Town Board for their action.

Mr. Tolmach asked for a motion to forward this recommendation to the Kent Town Board to accept the attached surety bonds for the following bonds:

Erosion Control Bond	-	\$5,300
Landscaping Bond	-	\$3,300
Final Inspection Fee	-	\$1,000

Mr. Tolmach asked for a motion to accept the Erosion Control Bond in the amount of \$5,300.00. The motion was made by Mr. Giancarlo and seconded by Mr. Lowes. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Aye</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Aye</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

Town of Kent Planning Board
25 Sybil's Crossing
Kent, NY 10512

email: planningkent@townofkentny.gov
Tel: 845-225-7802 (O)
Fax: 845-306-5283

Mr. Tolmach asked for a motion to accept the Improvements Maintenance (Landscaping) Bond in the amount of \$3,300.00. The motion was made by Mr. Carey and seconded by Mr. Lowes. The roll call votes were as follows:

Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Aye</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Aye</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

Mr. Tolmach asked for a motion to accept the check for the Final Inspection Fee in the amount of \$1,000.00. The motion was made by Mr. Carey and seconded by Mr. Lowes. The roll call votes were as follows:


Phillip Tolmach, Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Dennis Lowes	<u>Aye</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Aye</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

The Planning Board respectfully asks that, if the Town Board is in agreement, they approve these recommendations.

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on June 11, 2020.

Dated: July 9, 2020


Vera Patterson
Planning Board Secretary

Tamara Harrison

From: Planning Kent
Sent: Monday, July 13, 2020 10:20 AM
To: Maureen Fleming
Cc: Accountant; Lana Cappelli; Tamara Harrison; Building Inspector
Subject: Annunziata EC Bond TM: 10.20-1-71 KPB Resolution #6 2020
Attachments: Annunziata Adopted Bond Resolution 6 July 2020.pdf

Please find attached copies of supporting documentation for the above mentioned bond and inspection fee. Following is the breakdown:

Erosion Control Bond	- \$12,798.00
Maintenance/Landscaping Bond	- 2,700.00
Inspection Fee	- 1,000.00

The Planning Board approved this bond recommendation at their July 9, 2020 meeting and asked that it be forwarded to the Town Board for their approval, if appropriate when it was delivered to the Planning Board.

Vera Patterson
Town of Kent
Planning Board Secretary
25 Sybil's Crossing
Kent, NY 10512
planningkent@townofkentny.gov
845-225-7802 (T)
845-306-5283 (F)

Town of Kent Planning Board
25 Sybil's Crossing
Kent, NY 10512

email: planningkent@townofkentny.gov
Tel: 845-225-7802 (O)
Fax: 845-306-5283

Resolution #6
Year 2020

Date: July 13, 2020
From: The Kent Planning Board
To: The Kent Town Board:
Maureen Fleming, Supervisor - w/Att Paul Denbaum
Bill Huestis, Deputy Supervisor Jaimie McGlasson
Chris Ruthven
CC: W. Walters, Building Inspector - w/Att T. Harrison - w/Att.
L. Cappelli, Town Clerk - w/Att Finance Department - w/Att.
Re: Accept Erosion Control & Sediment Control Bond
Landscaping Bond &
Inspection Fee
Richard Annunziata
777 Austin Road
Mahopac, NY 10541 for Property located on:
Kentview Drive
Kent, NY 10512
TM: 10.20-1-71

Resolved: On July 9, 2020 Kent Planning Board reviewed material pertaining to the recommendation noted above (attached) and agreed that it was appropriate to forward it to the Town Board for their action.

Mr. Tolmach asked for a motion to forward this recommendation to the Kent Town Board to accept the attached surety bonds for the following bonds:

Mr. Tolmach asked for a motion to accept the Erosion Control Bond in the amount of \$12,798.00; the Landscaping Maintenance Bond in the amount of \$2,700.00; and the Inspection fee of \$1,000.00. The motion was made by Mr. Carey and seconded by Mr. Lowes. The roll call votes were as follows:

Philip Tolmach, Chairman	<u>Aye</u>
Dennis Lowes, Vice Chairman	<u>Aye</u>
Simon Carey	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Nisim Sachakov	<u>Absent</u>
Charles Sisto	<u>Aye</u>
Stephen Wilhelm	<u>Aye</u>

The motion carried.

The Planning Board respectfully asks that, if the Town Board is in agreement, they approve these recommendations.

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on

Dated: July 13, 2020



Vera Patterson
Planning Board Secretary

Tamara Harrison

From: Planning Kent
Sent: Thursday, July 16, 2020 1:07 PM
To: Maureen Fleming; Lana Cappelli
Cc: bestscapes@hotmail.com; Tamara Harrison
Subject: Alternates for KPB

The Planning Board has been discussing for a while the fact that they would like to advertise for alternates for the Planning Board. Previously they had two alternates, but a couple of years ago decided to do away with them. However, last year there were a couple of times when people were unable to attend and the Planning Board did not have a quorum so they think maybe it would be a good idea to have them again. Phil asked me to contact you to see if Lana could place an advertisement in the newspaper and on the website for the alternates for the Planning Board.

Please let us know if this is possible.

Thanks very much.

Vera Patterson
Town of Kent
Planning Board Secretary
25 Sybil's Crossing
Kent, NY 10512
planningkent@townofkentny.gov
845-225-7802 (T)
845-306-5283 (F)



Wannalancit Mills
650 Suffolk Street
Suite 410
Lowell, MA 01854

mail@neiwpcc.org
www.neiwpcc.org
p: 978-323-7929
f: 978-323-7919

2f

July 15, 2020

Maureen Fleming
Supervisor
Town of Kent, New York
25 Sybil's Crossing
Kent Lakes, NY 10512

Re: East of Hudson Community Wastewater Planning Assistance Grant Program: Notice of Application Approval and Next Steps

Dear Supervisor Fleming,

On behalf of NEIWPCC and in conjunction with NYCDEP, I am pleased to inform you that the Town of Kent has been approved for a grant of up to \$375,000 to study Palmer Lake as part of the East of Hudson Community Wastewater Planning Assistance Grant Program. Please note the final grant amount will be based on actual and reasonable costs incurred following the Town's solicitation and execution of a qualified proposal through a competitive bidding process, provided such total shall not exceed the grant amount as set forth in this paragraph.

The Town is expected to enter into a Participation Agreement with NEIWPCC by August 31, 2020. The Participation Agreement is enclosed with this message. Please be aware that the timeline for this Program is based on regulatory guidance and extensions may not be granted. NEIWPCC is more than happy to discuss the Program and the Agreement with the Town following initial review of the enclosed.

Please confirm receipt of this message, and you may contact me directly about next steps for finalizing the Participation Agreement. I may be reached by phone at (978) 349-2512 or via email at dyoungs@neiwpcc.org.

Sincerely,

Drew Youngs
NEIWPCC

CC: Caleb Duncan, Millennium Strategies; Vincent Giorgio, NYCDEP
Enclosure: Participation Agreement



MEMORANDUM

TO: Maureen Fleming
Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512
mfleming@townofkentny.com
cduncan@m-strat.com

FROM: Shelly Clark

DATE: July 15, 2020

RE: *EOH_Kent_Palmer Lake*
NEI Job Code: 0100-329
Project Code: 2020-013

Attached is a copy of the agreement for the above-referenced project. If you concur, please print the document, sign it, and either (1) scan it and send it back as an email attachment (preferred) or (2) mail it to NEIWPCC at 650 Suffolk St., Suite 410, Lowell, MA 01854. We will then email one fully executed copy to you for your files **once we have received all required documentation from you** (*see below*). Please review our **NEIWPCC Guide for Contractors (attached)** for details on our electronic process and policies.

In addition, please submit the following materials, which can be accessed on our Contractor Guidance webpage at (<http://www.neiwpcc.org/contractors/guidance.asp>):

- **W-9 Form** - Please fill out and return to NEIWPCC ASAP. (No invoices will be processed by NEIWPCC until we have a completed form on file.)
- **DBE Questionnaire**

Information on other forms and materials you may need (i.e., sample invoice and quarterly report), can be found on our Contractor Guidance webpage.

NEIWPCC also requires you to provide **insurance certificates** and Resolution (if required) as referenced in the contract. **Your agreement will not be fully executed, and work cannot begin until we have received all required documentation.**

All other correspondence, invoices, deliverables, quarterly reports, etc. should be sent to Drew Youngs. Thank you.

cc: Drew Youngs

07.13.20

CRO-597

East of Hudson Comm Wastewater Planning

NEIWPCC Job Code: 0100-329

Project Code: 2020-013

PROGRAM PARTICIPATION AGREEMENT
between
NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION
(NEIWPCC)
and
TOWN OF KENT

This Agreement is made and entered into by and between the New England Interstate Water Pollution Control Commission ("NEIWPCC"), represented by NEIWPCC's Executive Director as the Contracting Officer, and having its usual place of business at Wannalancit Mills, 650 Suffolk Street, Suite 410, Lowell, MA 01854 (Tel: 978-323-7929; Fax: 978-323-7919), and the Town of Kent, (the "Program Participant"), Putnam, New York, and political subdivision of the State of New York, having its principal office at 25 Sybil's Crossing, Kent Lakes, NY 10512; (Tel: 845-225-3943; Email: mfleming@townofkentny.com); Contact: Maureen Fleming (NEIWPCC and the Program Participant collectively, the "Parties").

WHEREAS, NEIWPCC provides various services relating to water management, protection, and compliance issues to the State of New York, and

WHEREAS, the City of New York ("City"), acting by and through the Commissioner of the Department of Environmental Protection ("DEP") is charged with the duty of protecting the high quality of waters from which the City's water supply is drawn and preserving it from degradation for the purpose of protecting the health and general welfare of the consumers of this supply; and

WHEREAS, pursuant to Section 4.9 of the 2017 Filtration Avoidance Determination ("2017 FAD"), issued by the New York State Department of Health, the City entered into an agreement with NEIWPCC, dated November 1, 2019 ("NEIWPCC-City Contract"), whereby the City agreed to fund, and NEIWPCC agreed to develop and administer a program that provides grants to identified municipalities of certain "Eligible Study Areas" (as defined in the NEIWPCC-City Contract) in the East of Hudson portion of the New York City water supply watershed, to be used to fund engineering reports that evaluate viable wastewater solutions in their areas (the "Program"); and

WHEREAS, the Program Participant is an "Eligible Municipality";

WHEREAS, the Program Participant has submitted an application for funding of an engineering study ("Project") of an area located wholly in Croton Reservoir System, Palmer Lake, Town of Kent, New York ("Project Area"), and NEIWPCC has approved such application in accordance with the terms of the NEIWPCC-City Contract.

NOW THEREFORE, in consideration of the promises and respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I. DESCRIPTION OF THE WORK

- A. The Program Participant is responsible for performing all the “Work” (as defined below) in accordance with the terms and conditions set forth herein. The “Work” consists of procuring all of the engineering, surveying, scientific and other professional services and tasks that are necessary for the completion of an engineering study of the Project Area in form attached hereto as Appendix A (“Engineering Report”). The purpose of the Engineering Report is for use by the Program Participant in subsequently seeking from a funding source other than the City, such as a State or federal funding source, the necessary financing of the design and construction of the recommended wastewater treatment solution identified in the Engineering Report. In no event shall the Work include the design or construction of a wastewater treatment solution for the Project Area.
- B. The following tasks (“Tasks”) and deliverables (“Deliverables”) shall be completed or caused to be completed by the Program Participant as part of the Work on or before the milestone deadlines set forth below. Failure to meet the milestones will give NEIWPCC the option to declare an event of default under this Agreement.

Tasks:

- (i) By September 30, 2020, distribute approved request for qualifications/request for proposals (“RFP”) for proposal of engineering services in accordance with the form attached hereto as Appendix B.
- (ii) By December 1, 2020, if required, submit selected engineer for DEP approval of business integrity in accordance with the procedures sets forth below.
- (iii) By December 30, 2020, upon applicable approval of business integrity, enter into contract with approved engineer.
- (iv) By January 15, 2021, submit QAPP per the requirements outlined in Appendix C, or as otherwise approved by NEIWPCC’s Oversight Project Manager. The draft QAPP will have been reviewed as to the appropriate form by NEIWPCC’s Oversight Project Manager prior to submission. NEIWPCC’s Quality Assurance Program Manager or his designee shall review and provide required changes or approval to the draft QAPP by February 5, 2021.
- (v) Submission of Quarterly Reports by the 10th of January, April, July, and October for the preceding quarter throughout the term of this Agreement.
- (vi) Submit draft Engineering Report by August 15, 2021.
- (vii) Submit final Engineering Report by December 1, 2021.

Deliverables:

- (i) QAPP: The Program Participant shall prepare and submit a “Quality Assurance Project Plan” (“QAPP”), per the requirements outlined in Appendix C, or otherwise in form approved by NEIWPCC’s Oversight Project Officer (defined below). The QAPP must support the quality of the data for environmental data operations in accordance with NEIWPCC’s standards. The term “environmental data operations” refers to activities involving the collection, generation, compilations, analysis, evaluation, and use of environmental data. Approval of the QAPP by NEIWPCC is required prior to any environmental data operations.
 - (ii) Quarterly Reports: Brief (1-2 page) quarterly written or electronic reports which shall describe work progress to date; completed outputs; problems encountered and anticipated, including but not limited to the means of responding to those problems; a statement of activity anticipated during the next reporting period; and a comparison of the percentage of the Work completed to the milestone schedule. Electronic submission is encouraged.
 - (iii) Draft Engineering Report: The Draft Engineering Report shall be submitted to NEIWPCC no later than August 15, 2021. It shall specify, at a minimum, all applicable information outlined in the template, attached as Appendix A. The draft Engineering Report shall meet and comply with all standards for grants that fund construction of wastewater treatment infrastructure in the Project Area heretofore or hereafter promulgated by the NYS DEC or such other State or federal agency or agencies, as shall have jurisdiction over the Project Area. The Program Participant assumes full responsibility for having familiarized himself or herself with such standards, and with the requirements of this Program Participation Agreement, local conditions, and all other applicable rules and regulations, including SEQRA and local permitting and approval requirements necessary for completion of the Work in accordance with the terms of this Agreement. NEIWPCC will review the draft Engineering Report in consultation with DEP, and will submit to the Program Participant any comments that must be incorporated into the final Engineering Report in a timely manner.
 - (iv) The Final Engineering Report shall be submitted to NEIWPCC no later than December 1, 2021. The final Engineering Report must resolve all comments and concerns that were transmitted to the Program Participant by NEIWPCC subsequent to submittal of the draft Engineering Report. The final Engineering Report must be delivered to NEIWPCC in Adobe PDF format and in bound hard copy format. A minimum of six (6) bound hard copies must be provided. Any data files assembled as part of the Work must be delivered in a standard digital database format. Acceptable formats include formats readable by Microsoft Excel and/or Microsoft Access and/or ESRI ArcView.
- C. Any GIS data produced under this contract shall be in accordance with the following specifications unless approved in writing by NEIWPCC: The data format of any vector data will be in ArcGIS version 10 or higher File Geodatabase Polygon, Point, or Line “Feature Class”. Any raster/grid data will be in ArcGIS version 10 or higher File Geodatabase “Raster Dataset” Page 4

of 7 format. All GIS data must use the UTM Zone 18 North NAD83 meters projection. Detailed metadata accompanying each “Feature Class” or “Raster Dataset” must be developed describing the dataset’s purpose, source information, methodology of development, identity of developer, accuracy, scale or spatial resolution, list of attributes and their meaning, any caveats to the data or limitations in its use/interpretation, and date of creation.

- D. The Program Participant shall submit all Invoices and Deliverables to NEIWPCC’s Oversight Project Officer (“Oversight Project Officer”) for review and approval. Electronic submission is encouraged, in accordance with the terms and procedures set forth herein, at the following:

Drew Youngs
NEIWPCC
650 Suffolk Street, Suite 410
Lowell, MA 01854
978-349-2512
978-323-7919
dyoungs@neiwpcc.org

- E. NEIWPCC’s or DEP’s review and/or approval of Work shall not in any way relieve the Program Participant of responsibility for the technical adequacy of his/her Work. Neither NEIWPCC’s nor DEP’s review, approval, acceptance, or payment for any of the Work shall be construed as a waiver of any rights under this Agreement.

ARTICLE II. DURATION OF THIS AGREEMENT

- A. The Program Participant will start the Work on the date on which this Agreement is executed and delivered and insurance has been submitted in accordance with the terms hereof. No Work shall be eligible for reimbursement with Program Funds (as defined below) prior to the date on which the Work is to start.
- B. The period of this Agreement shall commence to run on the date when the Work is to start as provided in Paragraph A of this Article.
- C. The term of this Agreement shall expire the earlier of the date all Work and services to be completed hereunder have been performed; or July 1, 2022, unless sooner terminated by NEIWPCC in accordance with the terms hereof.

ARTICLE III. ELIGIBLE COSTS AND PAYMENT PROCEDURES

- A. NEIWPCC agrees to reimburse the Program Participant with Program funds (“Program Funds”) for the actual, reasonable and necessary costs incurred by the Program Participant in performing the Work, up to an aggregate total amount not to exceed **Three Hundred Seventy-Five Thousand Dollars (\$375,000)** (the “Contract Price”). Payment is contingent upon NEIWPCC’s receipt of Program Funds from the City, and the Program Participant’s compliance with the terms, conditions and provisions of this Agreement.

- B. Requests for Payments for the Work performed may be submitted no more than monthly and shall require approved original invoices in form provided in this paragraph and documenting the specific task performed, back up materials, and other documents requested by NEIWPCC, including invoices from subcontractors and a cover letter from the Program Participant verifying that all costs are reasonable and fair and were authorized in good faith and in accordance with all applicable laws, pending receipt of one W-9 Form and all insurance certificates required hereunder. Invoices must include (1) the name and address of the Program Participant, (ii) the invoice date, (iii) the contract identification number, if any, (iv) the time period of work invoiced, (v) a description of the Work performed, (vi) the address where payment is to be sent, (vii) the person to be notified in the event of a disputed invoice, and shall (1) provide itemized documentation of costs related to work performed, (2) be accompanied by a brief narrative of work completed, and (3) be supported by such supplemental information as NEIWPCC may reasonably require.
- C. Any costs for the Work incurred by the Program Participant in excess of the Contract Price shall be the responsibility of the Program Participant.
- D. NEIWPCC will pay invoices by check in the proper amount made payable to the Program Participant, within thirty (30) days of receipt of a request for payment by the Oversight Project Officer as required hereunder.
- E. The Program Participant shall ensure that all funds advanced or released to it shall be used exclusively for eligible costs incurred in connection with Work as set forth herein.
- F. All receipts and disbursements of funds pursuant to this Agreement are subject to audit by the City or the State, and the Program Participant agrees to cooperate with any such audit of this Agreement. NEIWPCC or the City may dispute the whole or any part of any payment that is determined by pre or post-audit to be ineligible costs in accordance with the provisions set forth in subsection J below.
- G. Upon satisfactory completion of the Work performed in accordance with the terms and provisions of this Agreement, including the approved QAPP, and NEIWPCC's approval of the final Engineering Report, the Program Participant shall label the final payment request as "final invoice," and, acceptance of such payment, shall operate as a release from all claims of and liability against NEIWPCC, the City and the Water Board of the City of New York, and their officials and employees for anything heretofore done or furnished by the Program Participant relating to or arising out of any work done pursuant to this Agreement, and for any prior act, neglect or default on the part of NEIWPCC and the City or any of its officials, agents or employees, excepting only a claim against NEIWPCC or the City, its officials and employees, for the amounts deducted or retained in accordance with the terms and provisions of this Agreement or law. Final payment under this Agreement shall not constitute a waiver of NEIWPCC's or the City's claims against the Program Participant under this Agreement.
- H. Any billings incurred for Work must be received by the Oversight Project Officer in NEIWPCC's office in Lowell, MA, as per Article II, no later than February 1, 2022. Any billing invoices received after February 1, 2022 will not be processed and payment due will be lost. NEIWPCC may extend these deadlines at the request of the Town upon written agreement by the Parties.

- I. NEIWPCC's payment of the final invoice is contingent on NEIWPCC's receipt of the final Engineering Report in accordance with the terms and conditions of this Agreement.
- J. Rejecting Ineligible Costs. NEIWPCC may disapprove or reject an invoice for proposed Work that does not conform to the requirements of this Agreement. Prompt notice of all disputes shall be given to the Program Participant. Any disputes that may arise regarding payments under this Agreement shall be governed by and construed in accordance with the laws of the State of New York. There is no alternate dispute resolution of payment or other disputes provided for by this Agreement. Thus, unless otherwise specifically agreed to in writing by the parties hereto, any dispute that cannot be resolved amicably between the parties must be resolved by litigation filed in the Supreme Court of the State of New York, with venue in appropriate jurisdiction, in the federal District Court, with venue in the Northern District of New York.

ARTICLE IV. SUBCONTRACTING AND SELECTION OF ENGINEER

- A. The Program Participant shall, in soliciting or procuring subcontracts for any of the Work ("Project Subcontract"), comply with all public procurement requirements that are applicable to the Program Participant by State or local law, or that would be applicable to the Program Participant under State or local law or any regulations thereunder if the Program Participant were funding such Work itself. The Program Participant shall use the "RFP" in form attached hereto as Appendix B, or in form otherwise approved by NEIWPCC and DEP, as the sole basis for its solicitation of an engineer proposal from at least 3, unless otherwise waived in writing by NEIWPCC for good cause shown, qualified professional engineers licensed to practice in the State of New York preliminarily selected by the Program Participant in connection with the Work.
- B. Business Integrity for Certain Subcontracts. The Program Participant agrees and covenants to hire only responsible consultants and contractors ("Project Consultant") with respect to any Work to be performed under this Agreement. A responsible person or firm is one who or which, in DEP's opinion, has the capability in all respects to fully perform the contract requirements, including appropriate licenses where applicable, sufficient financial capabilities, equipment and personnel, and the business integrity to justify the award of public tax dollars. A Project Consultant shall be deemed to lack the requisite business integrity if any of the following criteria set forth in Subsection B(i)-(vii) are met within or during the period commencing ten (10) years prior to and continuing through the date of DEP's determination made in accordance with the procedures in Section C below.
 - (i) Criminal conduct in connection with government contracts or the conduct of business activities involving: a) the infliction, attempted infliction, or threat of death, intentional personal injury, or intentional property damage, in connection with involvement in a pattern of racketeering, labor racketeering, extortion, obstruction of justice, or other comparable crimes; b) bribery, fraud, bid rigging, embezzlement, theft, perjury, forgery, or other comparable crimes; c) serious moral turpitude, fundamental lack of integrity, or a pattern or practice of a knowing disregard for the law so as to call into question the integrity of the proposed Project Consultant; or (d) conspiracy to do any of the above acts. Evidence of such conduct shall consist of (A) (1) a judgment of conviction, (2) a pending criminal indictment, or (3) a formal grant of immunity in connection with a criminal prosecution, in each case of a proposed Project Consultant, any director or officer, any principal, and any

employee primarily responsible for contracting procedures, or any holder of five (5) percent or more of the shares or equity of the proposed Project Consultant, or any affiliate or subsidiary of the proposed Project Consultant; or (B) any ongoing criminal investigation by a law enforcement agency in which the proposed Project Consultant, any director or officer, any principal, employee primarily responsible for contracting procedures, or any holder of five (5) percent or more of the shares or equity of the proposed Project Consultant, or any affiliate of the proposed Project Consultant is a target.

- (ii) An actual determination by a person or entity which has jurisdiction of a willful noncompliance with the prevailing wage requirements of Section 220 of the Labor Law by the proposed Project Consultant or any affiliate thereof.
 - (iii) An actual determination by a person or entity which has jurisdiction of a significant willful violation of the Workers' Compensation Law including, but not limited to, the failure to maintain required workers' compensation or disability coverage.
 - (iv) An actual determination by a person or entity which has jurisdiction of a submission by the proposed Project Consultant to a government agency of a false or misleading statement on a uniform questionnaire or other form in connection with a bid or proposal for, or award of, a contract or request for approval of a subcontractor.
 - (v) A conviction or judgment of civil liability against the proposed Project Consultant for fraud in connection with a bid or proposal for, or award of, a contract or request for approval of a subcontract.
 - (vi) Debarment or current suspension of the proposed Project Consultant (i) for reasons of business integrity, or (ii) from consideration for the award of contracts with a government, governmental entity or public authority pursuant to any procedure enacted by statute or adopted by regulation providing for notice and hearing.
 - (vii) Arrears for more than one year on income, sales or payroll taxes.
- C. Before any Project Subcontract is awarded to a Project Consultant for work, materials, equipment or services paid for in whole or in part with Program Funds, Program Participant shall require the proposed Project Consultant to complete and email the form attached as Appendix D to:

Vincent Giorgio, Project Manager
New York City Department of Environmental Protection
vgiorgio@dep.nyc.gov

Within ten (10) business days of receiving a written request for a determination, the City may provide NEIWPCC and the Program Participant with a report indicating whether any of the criteria of Subsection (B)(i)-(vii) above are met, including an explanation of the non-confidential evidence that such criteria are met. If the report states in fact that such criteria are met, the Project Consultant will be deemed to be not responsible.

Even if the Project Consultant does not meet the criteria set forth in Subsection (B)(i)-(vii), the City may provide NEIWPCC and the Program Participant with information within the ten (10) business day period following the submission of Appendix D which may be relevant to the question of whether a proposed Project Consultant has a satisfactory record of business integrity. Before awarding the Project Subcontract, Program Participant shall receive and consider such information provided by the City. If no report and no information, each as referred to in Subsection (B) above is received from the City within the ten (10) business day period following the submission of Appendix D, the DEP determination shall be deemed to be that the proposed consultant or contractor is a responsible Project Consultant for purposes of this Section.

- D. Required Subcontractor Provisions. A subcontract to perform work to be paid with Program Funds provided by NEIWPCC pursuant to this Agreement shall include the following provisions:
- (i) A requirement that the Project Consultant perform all work in accordance with the terms of this Agreement.
 - (ii) A requirement that prior to commencement of work on the Project, the Project Consultant maintain liability insurance in full force and effect during the entire period of performance of the Project in sufficient amount and scope to protect the interests of NEIWPCC and the City as provided in Appendix E.
 - (iii) The Project Consultant shall name NEIWPCC and the City of New York, their officials and employees, as additional insured with respect to the General Liability policy.
 - (iv) The Project Consultant shall require all subconsultants to performing any work on the Project to procure and maintain insurance in the types and amounts set forth in Appendix E during the entire period of the performance of the Project.
 - (v) The Program Participant shall require the Project Consultant and all contractors and subcontractors to submit to NEIWPCC all Certificates of Insurance for the coverage required in this Agreement upon request.
 - (vi) A statement and requirement that nothing contained in the Project Contract shall create any contractual relationship between the subcontractor, and NEIWPCC or the City.
 - (vii) A statement and a requirement that the Project Consultant agrees to indemnify NEIWPCC, the Water Board of the City of New York, and the City and their officials and employees, and assume liability for injuries where such injury, sickness or disease including death, or damage is the result of the Program Participant Subcontractor's or its subcontractors' negligence or willful tort arising from any activities related to this Agreement.
 - (viii) A statement that nothing contained in the Project Subcontract shall impair the rights of the City.
 - (ix) A requirement that NEIWPCC and the City be granted a license to use all written or electronic materials developed by Project Consultant or its subcontractors in connection with the Project, for any purpose.

- (x) A requirement that all requests for payments for eligible costs be made by itemized voucher. Such vouchers shall include documentation demonstrating that the services for which payment is sought have actually been performed, and that the vouchers cover an eligible cost as defined in this Agreement. Where appropriate, the documentation supporting the voucher may include items such as purchase orders, canceled checks, certified payroll records and machinery use records.
- (xi) All press releases, QAPPs, and draft/final engineering reports developed by the Project Consultant under this agreement must include the NEIWPCC logo and contain the following statement "This project has been funded wholly or in part by the City of New York under a contract administered by NEIWPCC."

ARTICLE V. INDEMNIFICATION

The Program Participant shall indemnify and hold harmless NEIWPCC, the City of New York, and the Water Board of the City of New York, and each of its members, officials, and employees, from and against all claims, damages, demands, payments, suits, actions, recoveries, judgments, losses, and expenses, including reasonable attorneys' fees, arising out of this Agreement, provided that any such claim, damage, loss, or expense is the result of the intentional tortious act or negligence of the Program Participant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Program Participant or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. The obligations set forth herein shall survive the expiration or termination of this Agreement.

ARTICLE VI. INSURANCE

The Program Participant shall comply with the liability insurance requirements in sufficient amount and scope to protect the interests of the City and NEIWPCC, its officials and employees, as set forth in Appendix E attached hereto for the entire time this Agreement remains effective.

ARTICLE VII. ACCESS TO INFORMATION AND PRESS RELEASES

- A. The Program Participant grants to NEIWPCC and the City a royalty-free, non-exclusive, perpetual and irrevocable license to use any data, information, and/or products generated or gathered or prepared pursuant to this Agreement for any purpose deemed appropriate and to reproduce, publish, distribute, copy or otherwise use, and to authorize others to use, any data, information, and/or products gathered or prepared pursuant to this Agreement for any purpose it deems appropriate.
- B. The Program Participant agrees to notify the NEIWPCC five (5) days in advance of any press events, public kick-off meetings, ribbon cuttings, tours, or debut events associated with this Project. Notification should be provided to the Oversight Project Officer by email. NEIWPCC and the City shall review and approve in writing, any written press releases in advance.

ARTICLE VIII. REMEDIES FOR DEFAULT AND TERMINATION OF AGREEMENT

- A. NEIWPCC may terminate this Agreement by giving written notice to the Program Participant specifying the effective date, such date to be at least fourteen (14) calendar days from the date of notice, if the Program Participant has failed to meet, or in NEIWPCC's opinion, the Program Participant is likely to fail to meet one of the milestones or budget set forth in this Agreement; or NEIWPCC determines that there has been a material default under any provision hereof and the Program Participant has not cured such default within ten (10) business days after receipt of the notice from NEIWPCC specifying the failure.
- B. Upon receipt of a termination notice, the Program Participant shall (1) promptly discontinue all Work (unless the notice directs otherwise) and (2) deliver or otherwise make available to NEIWPCC all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Program Participant in performing this Agreement, whether completed or in process.
- C. In the event of termination due to the Program Participant's default, payment of Program Funds shall be adjusted because of the Program Participant's default.
- D. Force Majeure. The performance of this Agreement is subject to acts of god, war, government regulations, disaster (including, but not limited to, fire, flood, severe weather, or earthquake), strikes, civil disorder, acts of terrorism, epidemic, curtailment of transportation facilities or any other emergency beyond the Program Participant or NEIWPCC's reasonable control making it commercially impracticable, illegal or impossible for the Party to perform their obligations under this Agreement in which case this Agreement may be terminated by the affected Party for any one of the above reasons, without liability, upon written notification to the other Party and the City.
- E. The rights and remedies afforded to either Party pursuant to any part or provision of this Agreement are in addition to any other rights and remedies afforded by law or otherwise.

ARTICLE IX. NOTICE

Unless otherwise expressly provided in this Agreement, any notice from one Party to the other required or permitted to be given hereunder shall be in writing and delivered by hand to the following addresses:

If to NEIWPCC:
Wannalancit Mills
650 Suffolk Street, Suite 410
Lowell, MA 01854
Tel: 978-323-7929
Fax: 978-323-7919
Attention: NEIWPCC's Executive Director

If to Program Participant:
Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512
Tel: 845-225-3943
Email: mfleming@townofkentny.com

ARTICLE X. WARRANTIES

- A. Status and Authority of the Program Participant. The Program Participant warrants and represents that it has all requisite power and authority to execute, deliver and perform this Agreement.
- (i) This Agreement shall be accompanied by a resolution passed by the appropriate governing body authorizing the Program Participant Supervisor or other authorized representative to enter into contract. If a separate agency is entering into contract on behalf of a municipality, such contract application shall be accompanied by a resolution passed by the appropriate governing body authorizing the agency to act on behalf of the municipality.
 - (ii) This Agreement has been duly authorized by all necessary action on the part of the Program Participant and has been duly executed and delivered by the Program Participant and, assuming due execution and delivery by NEIWPCC, constitutes a legal, valid and enforceable obligation of the Program Participant.
 - (iii) The execution and delivery of this Agreement by the Program Participant and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under any provision of applicable law, ordinance or regulation or, to the extent of the Program Participant's knowledge, or any material agreement, judgment, injunction, order, decree or other instrument binding upon the Program Participant. In the case of joint applications, this Agreement shall be accompanied by a resolution passed by the appropriate governing bodies of all participating Eligible Municipalities designating one of the involved Eligible Municipalities as a project lead and authorizing the Town Supervisor of lead Eligible Municipality or other authorized representative to enter into a contract on behalf of that Eligible Municipality.
- B. Conflict of Interest. The Program Participant and NEIWPCC represent and warrant that neither the Program Participant, nor NEIWPCC, nor any of their officers or employees have any interest, nor shall they acquire any interest, directly or indirectly, in any contracts or subcontracts, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Program Participant and NEIWPCC further represent and warrant that in the performance of this Agreement, no person having such interest or possible interest in any contracts or subcontracts which would or may conflict in any manner or degree with the performance or rendering of the services herein provided shall be employed by them or receive any of the funds to be paid by NEIWPCC or the Town.

- C. No Employment. The Program Participant acknowledges and agrees that he/she and its consultants and subconsultants, is not an employee of NEIWPCC or the City of New York and is an independent contractor. Accordingly, none of the Program Participant or any of its consultants or employees or agents performing Work in connection with this Agreement will hold themselves out as, or claim to be, officers or employees of NEIWPCC or the City of New York or any department, agency or unit of the City, by reason of this Agreement, or make any claim, demand or application for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, disability benefits coverage, unemployment insurance benefits, Social Security coverage or employee retirement membership or credit.
- D. Equal Employment Opportunity. In connection with the performance of the Work, the Program Participant shall abide by all applicable Federal, State and local laws regarding equal employment.
- E. Access to and Retention of Records for Audit Purposes. The Program Participant shall prepare and maintain books and records and supporting documentation and justification in support of expenditures under the Agreement (including but not limited to cancelled checks, paid bills, payrolls, time and attendance records), in accordance with generally accepted accounting principles and practices consistently applied and shall allow access and make such documentation available to NEIWPCC and the City. All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the State, including the State Comptroller, and the City, including the City Comptroller, pursuant to the powers and responsibilities as conferred by State and/or City law, including Section 93 of the Charter of the City of New York. The Program Participant agrees to cooperate with any audit undertaken in connection with this Agreement. Retention of all such items is required for the longer of five years after the date Program Participant submits the final Engineering Report to NEIWPCC; or seven years after generation of the record.

ARTICLE XI. MISCELLANEOUS

- A. Changes to this Agreement. No amendment or modification of this Agreement shall be binding upon either Party unless it is set forth in a written instrument signed by authorized representatives of the Parties.
- B. Waiver and Severability. The failure or delay of either party to insist on performance of any provision of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of that provision, right, or remedy in any later instance. Further, if any provision of this Agreement becomes void or unenforceable by operation of law the remaining provisions be valid and enforceable.
- C. Choice of Law. This Agreement shall be governed by the laws of the State of New York.
- D. Integration and Merger. This Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, understandings, and communications related to the subject matter of this Agreement.

- E. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties hereto agree that the use of scanned or facsimile signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of date last written below.

NEW ENGLAND INTERSTATE WATER
POLLUTION CONTROL COMMISSION

TOWN OF KENT

Susan J. Sullivan
Executive Director Date _____

Maureen Fleming
Town Supervisor Date _____

APPENDIX

Appendices A-E are attached below