

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, February 6, 2018**

Executive Session – 6:00 p.m.

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

Workshop - 7:00 p.m.

1. Pledge of Allegiance
2. Proposed Commercial Development, Easement and Land Swap – Veronica McMillan, Lewis & Greer
3. Highway Department – Sale of Tractor #28, scrap Highway Truck #14, Intermunicipal Agreement with Putnam County
4. Donation from the Buddhist Association of the United States
5. Requests for Proposals for Liability Insurance
6. Amendment to Zoning Code Chapter 77 to allow Nursing Homes, Convalescent Homes and Alternative Care Housing
7. Cypress Creek Renewables Payment in Lieu of Taxes
8. NYSEG Update
9. Announcements
10. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a) Sale of Tractor #28
 - b) Scrap Highway Truck #14
 - c) Intermunicipal Agreement with Putnam County
 - d) Accept donation from the Buddhist Association of the United States
 - e) Advertise for Requests for Proposals for Liability Insurance
 - f) Cypress Creek Renewables Payment in Lieu of Taxes
3. Vouchers and claims
4. Public comment



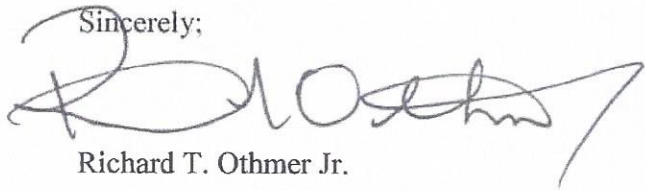
Town of Kent Highway Dept.
Richard T. Othmer, Jr., Highway Superintendent
 62 Ludington Court
 Kent Lakes, New York 10512
 (845) 225-7172
 Fax (845) 225-9464
 E-mail: rothmer@townofkentny.gov

January 30, 2018

Honorable Maureen Fleming & Members of the Town Board;

I would like Board approval to sell our current New Holland tractor #28 to the Town of Philipstown Highway Department for \$20,000.00. Our two new John Deere tractors will be arriving soon and the Municipal Repairs Manager and I agree that this transaction is of the best value for the Town of Kent. This tractor, as previously stated, is not suited for our brush cutting needs and the monies from this sale will be used to purchase a military "Low Boy" trailer which will be of much greater value to this department in the expediting of our projects. Attached, please find correspondence from Repairs Manger Nick Mancuso with the trade in appraisal value of \$18,500 from Westchester Ford Tractor Company. Additionally, similar tractors, advertised for sale on Auctions International and other venues are selling for less than the \$20,000.00 agreed upon with the Town of Philipstown Highway Department. This sale is considered an inter-municipal sale. I respectfully request this be added onto the February 6, 2018 Town Board meeting.

Sincerely;



Richard T. Othmer Jr.



MUNICIPAL REPAIRS

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

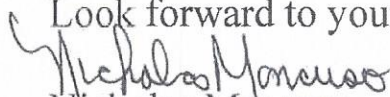
Date : 1/29/2018

To : Highway Superintendent
Richard Othmer

Subject : Highway 28 New Holland Tractor

Superintendent Richard Othmer I concluded my investigation on the selling of Highway # 28 New Holland mowing tractor plate # AE3556 Model # TN70DA VIN # HJE090915 with the following recommendation. Sell the tractor to the Town of Philipstown Highway Department for \$20,000.00, this is the best price I believe I can do. They have a need for this machine and they know how good we take care of it so it would be of a known history and value of this machine for their department. Attached please find the trade in appraisal amount of \$18,500.00 quoted from Westchester Ford Tractor Company. Additionally I have been monitoring Auctions International and other similar venues and the tractors of this vintage and quality are selling for less being that the accident & usage history are an unknown. I have a price of \$20,000.00 and was accepted with your approval with Philipstown. I feel this is a great deal for the Town of Kent and helps another Municipality needs. I have attached the quote from Westchester tractor for your review.

Look forward to your response


Nicholas Mancuso
Service Manager
Town of Kent

NJPA Sales Order & Quote Form Information Page (Customer)

Quote Sale Date: 08-08-2017

By Jeff Sales Order# _____

Customer Account# _____

TSM Approval PO# _____

Tractor Model & Year
M6-101DTC-F

Tractor Delivery Date

CAB 2WD

Front Tire Sizes: 13.6R24

NJPA Contract 031711-AGI and 070313-AGI

ROPS 4WD

Rear Tire Sizes: 18.4R34

Quote valid for _____ days ONLY. (90 days if left blank)

Quote valid for _____ days ONLY. (90 days if left blank)				Terms	
QTY	Item#	Description	List Price	Total Price	
1	30004842220	KB2200 Boom with Electronic Joystick Control	48750	\$48,750.00	
1	34802986190	60" Rotary w/ Center Hyd. Door, Blade Bar and Head Swivel	15,736	\$15,736.00	
1	33002989326	Quick Hitch Kit (converts boom & one Cutting Head)	4,229	\$4,229.00	
1	3002985029	Mounting Labor, Calcium Chloride & Oil	6,895	\$6,895.00	
1	30002996210-PCRW	Kubota M-6101DTC-F Cab / 4WD, 24X24 Transmission	80,359	\$80,359.00	
			Subtotal	\$155,969.00	
			15% NJPA Discount	(\$23,395.35)	
			NJPA Discounted Price	\$132,573.65	
			Dealer Pre-Delivery, Assembly, and Delivery to End User		\$1,000.00
			Trade in 2007 New Holland TN70DA with rear boom mower (s/n HJE090915)		(18500.00)
Freight:		<input type="checkbox"/> Add 30000888190 F.O.B. Factory	<input type="checkbox"/> Allow 30000888179 F.O.B. Destination	<input type="checkbox"/> Will Call / Customer Pick Up	\$4,173.00
			NJPA Total Price	\$119,246.65	

Notes (1) HD Cast Rear Wheels

- 1) THE ACCEPTANCE OF THIS FORM IS NOT FIRM UNTIL CREDIT IS APPROVED AND PURCHASE ORDER IS ACCEPTED BY TERRAIN KING IN SEGUIN TEXAS.
- 2) NO PURCHASE ORDER WILL BE ACCEPTED FOR A MACHINE WITH LESS THAN FULL STANDARD OR OPTIONAL SAFETY EQUIPMENT
- 3) APPROXIMATE SHIPPING AND/OR DELIVERY DATES CAN BE CONFIRMED ONLY BY TERRAIN KING IN SEGUIN TEXAS AND DELIVERY IS SOMETIMES SUBJECT TO CHANGE DUE TO CONDITIONS BEYOND THE CONTROL OF TERRAIN KING

NOTE:

- 1) This Sales Order and Quote Form is subject to the Terms and Conditions contained on page 3 this form. If you did not receive page 3 containing the Terms and Conditions, please contact seller so that we may send them to you.
- 2) This Sales Order and Quote Form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this Sales Order & Quote form by the buyer, including buyer's purchase order

Dealer Signature: _____ Date: _____

TERMS & CONDITIONS

ALTERATION OF TERMS AND CONDITIONS NOT PERMITTED. This Sales Order and Quote Form ("Quote") constitutes an offer by Terrain King ("Seller") to the buying party named on page 1 of this Quote ("Buyer") for the sale of products set forth in the Quote. The offer made in this Quote by Seller is subject to the terms and conditions set forth below. Buyer may accept this offer by providing Seller with an official purchase order or other written confirmation citing the quotation number on page 1. Seller's acceptance of Buyer's order, and Seller's offer, is expressly conditioned on Buyer's agreement to these Terms and Conditions. Seller objects to and rejects any conflicting or additional terms and conditions proposed by Buyer in any form whatsoever. Seller expressly rejects any provisions that dictate that Buyer's terms control or any additional or different provisions in Buyer's electronic business portal. Buyer's acceptance of items described in the accompanying Quote sold hereunder will manifest Buyer's consent to these Terms and Conditions. If Buyer requests shipment based on telephone or purchase order, Buyer does so with the understanding that these Terms and Conditions apply. No variation, addition, termination, or waiver of any term or condition will be binding on Seller unless in writing and signed by Seller's duly authorized representative. Seller's failure to object to any provision or terms from Buyer will not be a waiver or amendment of any of the provisions of these Terms and Conditions.

ACCEPTANCE. ACCEPTANCE OF THIS QUOTE MEANS THAT BUYER HAS FULLY ACCEPTED AND UNDERSTANDS THE TERMS & CONDITIONS SET FORTH IN THIS QUOTE. ANY DIFFERENT OR ADDITIONAL TERMS FROM THOSE SET FORTH IN THIS QUOTE SHALL BE VOID. This Quote automatically expires ninety (90) calendar days from the date issued unless sooner terminated by notice.

DELIVERY. Unless otherwise agreed to in writing, delivery of equipment shall be made F.O.B. place of shipment and delivery of equipment to a carrier at any of Seller's plants or such other shipping points as Seller may designate shall constitute delivery to Buyer; and regardless of freight payment, title and all risk of loss or damages in transit shall pass to Buyer at that time. Great care is taken in packing the Seller's equipment. Seller cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by Buyer to the carrier. Claims for shortages or other errors must be made in writing to Seller within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Method and route of shipment will be at the discretion of Seller unless Buyer shall specify otherwise, and any additional expenses of the method or route of shipment specified by Buyer shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale and all such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond the Seller's reasonable control, including without limitation, an act of God; act of Buyer, embargo or other governmental act, regulation or request; fire; accident; strike; slow down; war; riot; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

TAXES AND OTHER CHARGES. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between the Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted, with an exemption certificate of other document acceptable to the authority imposing the same.

WARRANTIES. Seller warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser and warrants for six months to the original commercial or industrial purchaser that the goods purchased are free from defects in material or workmanship. Seller will replace for Buyer any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine or expendable items such as blades, shields, or guards except as specifically found in your Operator's Manual. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Seller. If after examining the goods and/or parts in question, Seller finds them to be defective under normal use and service due to defects in material or workmanship, Seller will: (a) repair or replace the defective goods or part(s) or (b) reimburse Buyer for the cost of the part(s) and reasonable labor charges (as determined by Seller) if Buyer paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Seller. The choice of remedy shall belong to Seller. Buyer is responsible for any labor charges exceeding a reasonable amount as determined by Seller and for returning the goods to Seller, whether or not the claim is approved. Buyer is responsible for the transportation cost for the goods or part(s) to the designated factory.

LIMITATION OF LIABILITY. SELLER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS. EXCEPT AS PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO BUYER ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, SELLER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY BUYER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

ASSIGNMENT. Neither party may assign or transfer this Quote or any interest therein without the written consent of the other party, except that Seller may assign this Quote and its interest therein to any affiliated corporation, or to any corporation succeeding to Seller's business without the consent of Buyer.

LAW. This Quote shall be construed according to the laws of the State of Texas, exclusive of conflicts of laws principles. Venue shall be in Guadalupe County, Texas.

Dealer Initials _____ **Date** _____

xNJPA Sales Order & Quote Form Information Page (Customer)

ALL 3 PAGES OF THIS FORM MUST BE SIGNED, DATED AND SUBMITTED FOR EACH ORDER OR QUOTE

Bill To Information

Name: Westchester Tractor, Inc

Address:

City:

State:

Zip

Contact Name:

Contact Number:

Contact Email:

Ship To Information

Name: Westchester Tractor, Inc.

Address:

City:

State:

Zip:

Contact Name:

Contact Number:

Contact Email:

Enduser Information

Agency: Town of Kent

Contact Name: Nick

Address: 62 Ludington Ct.

City: Carmel

State: NY

Zip: 10512

Phone: 845-225-7172

Email: municipalrepairs@townofkentny.gov

Confirmation Email Addresses

Dealer E-Mails for Order Confirmations:

Dealer Emails for Advance Shipment Notices (if different from above):

Dealer Emails for Invoices (if different from above):

Dealer Emails for Warranty Registrations (if different from above):

Order Type

NJPA # 031711-AGI and NJPA #070313-AGI

Member#42036 (Town of Kent)

Dealer Initials _____

Date _____



Town of Kent Highway Dept.
Richard T. Othmer, Jr., Highway Superintendent
62 Ludington Court
Kent Lakes, New York 10512
(845) 225-7172
Fax (845) 225-9464
E-mail: rothmer@townofkentny.gov

January 30, 2018

Honorable Maureen Fleming & Members of the Town Board;

Attached, please find the recommendation from Municipal Repairs Manager Nick Mancuso concerning the scrapping of Highway truck # 14 with his professional appraisal. I fully concur with his testimonial and would like to add this to the February 6, 2018 Board meeting for approval.

Respectfully;

Richard T. Othmer Jr



MUNICIPAL REPAIRS

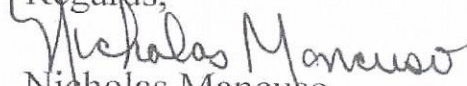
Nicholas Mancuso, Service Manager
62 Ludington Court
Kent Lakes, NY 10512
(845) 225-6612
municipalrepairs@townofkentny.gov

Date : 1/29/2018

To : Highway Superintendent
Richard Othmer

Subject : Highway truck 14

Superintendent Richard Othmer I am reporting on the status of Highway vehicle # 14- 2008 Ford F-250 Plate # AE3550 VIN# 1FTSF21Y88ED23329 that has reached the end of its service life for the Town of Kent. Last week the truck died on the road and was towed back to the shop for evaluation. The transmission failed causing the truck to be disabled. The body panels and the bed are rotted and the frame has extreme rust and pitting to the point of not passing New York State Inspection. I recommend to junk the truck for its weight in scrap. Please feel free to contact me if you have any questions.

Regards,

Nicholas Mancuso
Service Manager
Town of Kent

Contract # _____

INTERMUNICIPAL AGREEMENT
Between
THE COUNTY OF PUTNAM
And
THE TOWN OF KENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the COUNTY OF PUTNAM, a municipal corporation located at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the “COUNTY”) and the TOWN OF KENT, a municipal corporation located at 25 Sybil’s Crossing, Kent Lakes, New York 10512 (hereinafter referred to as the “TOWN”)

WITNESSETH:

WHEREAS, this Agreement is made pursuant to Article 5-G of the New York State General Municipal Law; and

WHEREAS, it is in the interest of the taxpayers of the COUNTY and the TOWN to share resources in the undertaking of public works and other municipal improvement projects from time to time; and

WHEREAS, the COUNTY currently operates a salt storage facility located at 526 Gage Road in Patterson, New York 12563 (hereinafter the “Salt Storage Facility”); and

WHEREAS, the TOWN desires to access salt and/or sand at such Salt Storage Facility in emergency situations using its own trucks and personnel, and is willing to return to the COUNTY an equal amount of salt within one work weeks’ time as directed by the COUNTY; and

WHEREAS, the TOWN currently operates a salt storage facility located at 62 Ludington Court in Carmel, New York 10512 (hereinafter the “Town’s Salt Storage Facility”); and

WHEREAS, the COUNTY desires to access salt at the Town's Salt Storage Facility in emergency situations using its own trucks and personnel, and is willing to return to the TOWN an equal amount of salt within one work weeks' time as directed by the TOWN; and

WHEREAS, each party hereto has certain highway, non-highway and specialty equipment which may be available from time to time for use by the other party; and

WHEREAS, it is possible to make such equipment available for use by each party when it is in the public interest; and

WHEREAS, such general cooperative services are generally of short duration, unanticipated and/or in response to emergency situations; and

WHEREAS, it is expected that general cooperative services, in whatever form, will be reciprocal and roughly equal over a period of time, and that the exchange and sharing of equipment will result in the most effective work performance at minimal extra cost to either party; and

WHEREAS, flexibility in operating local governments and their public works program is necessary to insure efficiency and maximum benefits; and

WHEREAS, each party has authorized their respective highway commissioner (or superintendents) to act using their discretion pursuant to this Agreement; and

WHEREAS, general oversight by appropriate municipal officials will be accomplished through regular reports by the appropriate department head to their respective legislature/board.

NOW, in consideration of the terms and conditions contained herein, it is mutually agreed as follows:

1. COUNTY hereby authorizes its Commissioner of Highways and Facilities to permit TOWN's Highway Department and its employees and agents to access salt stored at the

Salt Storage Facility if needed in emergency situations and upon request by the TOWN and permission by the COUNTY.

2. In accessing the COUNTY's salt and/or sand stored at the Salt Storage Facility, TOWN shall:

- a. Keep records of the dates/times that the TOWN accessed salt and/or sand and, upon request by the COUNTY, provide supporting documentation in connection therewith; and
- b. Keep records of the amount of salt and/or sand that the TOWN accessed and, upon request by the COUNTY, provide supporting documentation to the COUNTY in connection therewith.

3. In the event TOWN has accessed COUNTY's salt and/or sand, TOWN agrees to return to the COUNTY an amount of salt and/or sand equal to the amount taken from the COUNTY and deliver such salt within one work weeks' time to the location(s) indicated by the COUNTY.

4. TOWN hereby authorizes its Highway Department to permit COUNTY's Department of Highway and Facilities, its employees and agents to access salt at the Town's Salt Storage Facility if needed in emergency situations, upon request by the COUNTY and permission by the TOWN.

5. In accessing the salt stored at the Town's Salt Storage Facility, COUNTY shall:

- a. Keep records of the dates/times that the TOWN accessed salt and/or sand and, upon request by the COUNTY, provide supporting documentation in connection therewith; and

b. Keep records of the amount of salt and/or sand that the TOWN accessed and, upon request by the COUNTY, provide supporting documentation to the COUNTY in connection therewith.

6. In the event COUNTY has accessed TOWN's salt and/or sand, COUNTY agrees to return to the TOWN an amount of salt and/or sand equal to the amount taken from the TOWN and deliver such salt within one work weeks' time to the location(s) indicated by the TOWN.

7. Both parties further authorize their respective Commissioner of Highways and Facilities and their Superintendent of Highways to exchange resources, including highway and non-highway equipment ("cooperative services") subject to the conditions stated in Paragraphs 8 through 11 below, including all subsections.

8. The exchange of cooperative services is strictly voluntary and shall not in any way hamper or delay the work within the provider municipality.

9. In delivering or releasing the requested equipment to the receiver municipality, the municipality providing cooperative services shall provide equipment only. Operators for the equipment would work solely for their own municipal employer.

10. The receiver municipality shall:

- a. Provide fuel, lubrication, oil, minor repairs and materials as needed during the course of its use of the borrowed equipment and provide an operator qualified to operate the borrowed equipment.
- b. Be responsible for coordinating the safe and efficient use of borrowed equipment by qualified personnel and be responsible for releasing this equipment as soon as practicable.

- c. Be liable for negligence of its employees, agents and officers occurring in connection with the use of the borrowed equipment, including but not limited to any repairs to or replacement of the borrowed equipment required due to damage to the borrowed equipment caused by negligence of the receiver municipality, its employees, agents and officers.
- d. Reciprocate to the provider municipality relating to the cooperative services when requested to do so.
- e. Release this equipment in the event the provider municipality requires the use of the equipment.

11. The cost of maintenance and repairs arising from general wear-and-tear of the equipment shall be shared by both the provider and receiver municipality. Each municipality's share of such costs shall be determined on a case-by-case basis by each municipality's respective Commissioner of Highways and Facilities and Superintendent of Highways or their respective designees.

12. The term of this Agreement shall commence upon execution and continue until December 31, 2018, and shall renew automatically on January 1 of each year, for twelve (12) month terms, unless modified or terminated by either party in writing upon (60) days notice.

13. Both parties do hereby agree to obtain and thereafter continue to keep in full force and in effect their general liability insurance, public liability insurance, and automotive insurance relative to the various services to be performed herein with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Prior to execution of this document, the TOWN shall provide the COUNTY a certificate of insurance in accordance with the insurance requirements contained in Schedule "A" entitled "Standard Insurance Provisions", attached and

made a part of this Agreement. The COUNTY shall provide the TOWN with an insurance certificate likewise in accordance with the insurance requirements contained in Schedule "A".

14. Each party hereto does hereby covenant and agree, to the fullest extent permitted by applicable law, to protect, defend, indemnify and hold the other party and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising directly out of the negligent acts or omissions of the indemnitor under this Agreement and/or the performance hereof, unless the liability was created by the sole and exclusive negligence of the indemnitee.

15. In accordance with the provisions of section 109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement to any other person or corporation without the previous consent in writing of the other party.

16. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

TOWN OF KENT:

Town Supervisor
25 Sybil's Crossing
Kent Lakes, New York 10512

Superintendent of Highways
62 Ludington Court
Kent Lakes, New York 10512

PUTNAM COUNTY:

County Attorney
48 Gleneida Avenue
Carmel, New York 10512

Department of Highway and Facilities
842 Fair Street
Carmel, New York 10512

17. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

18. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

19. This Agreement is governed by the laws of the State of New York.

20. Should any disputes arise between the parties respecting the terms of this Agreement, the disputed matter shall be settled by an arbitration venued in Putnam County, which arbitration will be conducted in accordance with the laws of the State of New York by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within 15 days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

21. This Agreement is executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement.

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

READ & APPROVED:

THE COUNTY OF PUTNAM:

Date
Adrienne M. Lotto
Senior Deputy County Attorney
For Risk and Compliance

Date
MaryEllen Odell
County Executive

Date
Jennifer S. Bumgarner
County Attorney

Date
Fred Pena
Commissioner of Highways and Facilities

Date
William J. Carlin, Jr.
Commissioner of Finance

TOWN OF KENT:

Date
Maureen Fleming
Town Supervisor

Date
Richard T. Othmer Jr.
Superintendent, Kent Highway Department

Town of Kent Planning Board
25 Sybil's Crossing
Tel: 845-225-7802

email: planning@townofkentny.gov
Kent, NY 10512
Fax: 845-306-5283

Memorandum

Date: March 3, 2015

From: The Kent Planning Board

To: The Kent Town Board:
Maureen Fleming, Supervisor - w/Att.
Paul Denbaum
Bill Huestis
Penny Osborne
Michael Tierney

CC: W. Walters, Building Inspector - w/Att .
L. Cappelli, Town Clerk - w/Att
J. Ramos - w/Att

RE: Recommendation to set a Public Hearing to discuss an Amendment to Article III of Chapter 77 of the Town of Kent Code

Putnam Nursing Home has been meeting with the Planning Board to discuss an addition they want to build on their property. While going through the plans Neil Wilson pointed out that when the zoning law revisions were done in November of 2008 there was an oversight that occurred as a result of the change of zoning for Putnam Nursing Home and parts of Ludingtonville Road, from Heavy Industrial to R-80 residential.

At the February Planning Board meeting Neil prepared the attached documents to be forwarded to the Town Board and ask that they set a Public Hearing to discuss this matter.

TOWN OF KENT
PLANNING BOARD
25 SYBIL'S CROSSING
KENT LAKES, NEW YORK 10512

(845) 225-7802

Fax (845) 306-5283



RESOLUTION #2
Year 2015

Date: February 12, 2015

From: The Kent Planning Board

To: The Kent Town Board:
Maureen Fleming, Supervisor - w/Att.
Paul Denbaum
Bill Huestis
Penny Osborne
Michael Tierney

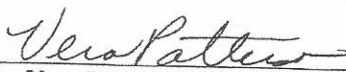
CC: W. Walters, Building Inspector - w/Att
L. Cappelli, Town Clerk - w/Att
J. Ramos - w/Att

RE: Proposed Amendment to Town Zoning Law regarding
Nursing, Convalescent Homes & Alternative Care Housing in the R-80 District
Putnam Nursing Home
TM: 12.-3-40 & 41

Resolved: On February 12, 2015 at the Town of Kent Planning Board meeting a recommendation was made to ask the Town Board to consider setting a Public Hearing to amend Article III of Chapter 77 of the Town of Kent Code. The motion to refer this matter to the Kent Town Board was made by Ms. Glenna Wright and seconded by Mr. George Brunner. The motion carried.

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 January 8, 2015.

Dated: February 12, 2015



Vera Patterson
Planning Board Secretary

Vera Patterson

From: Neil Wilson [nwilson.lrcplanning@gmail.com]
Sent: Wednesday, February 11, 2015 10:29 PM
To: barberbruce@yahoo.com; Bill Walters; Charles Sisto; Dennis Lowes; George Brunner; Glenna Wright; Janis Bolbrock; Julie Mangarillo; Michael McDermott; Phil Tomaich; planning@townofkentny.gov; Ron Blass
Subject: Putnam Nursing Home
Attachments: Zoning Amendment for Nursing Homes Memo to PB 021215.pdf

Good evening to all.

Attached is a memorandum explaining a proposed zoning amendment to allow nursing homes, convalescent homes, and alternative care housing in the R-80 District. As we discussed the proposed expansion and rehabilitation of the Putnam Nursing Home cannot proceed without amending the code. The memo is self-explanatory.

Neil A. Wilson, Esq.
LRC Planning Services, LLC
8 Morehouse Road
Poughkeepsie, New York 12603-4010
Tele: 845-452-3822
Fax: 845-452-3346

LRC PLANNING SERVICES, LLC

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MEMORANDUM

TO: Town of Kent Planning Board
From: Neil A. Wilson
Date: February 12, 2015
Re: Proposed Town Zoning Law Amendment
Nursing Homes, Convalescent Homes, and Alternative Care Housing in the R-80 District

As the Board is aware the new owners of the Putnam Nursing Home have submitted a preliminary plan for expansion and rehabilitation of the nursing home. This application was reviewed during the January 23rd consultant review meeting.

During that discussion it was discovered that Nursing Homes, Convalescent Homes and Alternative Care Housing are not listed as permitted uses in the R-80 District. This means that while the Putnam Nursing Home is a legal non-conforming use in the R-80 District and may continue to operate, it cannot be expanded or altered in any way.

Subsequent to the meeting I reviewed my old project notes and drafts of the zoning law that I prepared as part of the November 2008 zoning law revisions, and determined that this was an oversight that appears to have occurred as a result of the change of the zoning for the Putnam Nursing Home site, and large parts of Luddingtonville Road, from Heavy Industrial to R-80 residential. (Keep in mind that the old zoning code allowed nursing homes and single family dwellings in the Heavy Industrial District.)

It is clear from my notes and the drafts that the Town intended to amend the R-80 District regulations so that the nursing home would be a legal conforming use. Unfortunately, that did not happen.

Accordingly, I recommend that the Planning Board review the attached local law amendment, and consider whether to issue a positive recommendation to the Town Board to amend the language of the R-80 District to allow Nursing Homes, Convalescent Homes, and Alternative Care Housing as permitted uses.

RESOLUTION
TOWN BOARD OF THE TOWN OF KENT

Motion by Councilperson _____

Second by Councilperson _____

The following proposed local law, to be known as Local Law No. _____ of 2015, entitled A LOCAL LAW OF THE TOWN OF KENT, PUTNAM COUNTY, NEW YORK TO AMEND CHAPTER 77 "ZONING" OF THE TOWN CODE OF THE TOWN OF KENT TO AMEND THE ALLOWABLE USES IN THE R-80 DISTRICT" is hereby introduced.

WHEREAS, the Town Board of the Town of Kent has received a communication from the Town Planning Board in regard to amending the language of the R-80 District to allow Nursing Homes, Convalescent Homes, and Alternative Care Housing as permitted uses in that district subject to site plan review and approval; and

WHEREAS, according to said communication the failure to include Nursing Homes, Convalescent Homes, and Alternative Care Housing as permitted uses in the R-80 District was an oversight during the adoption of the new town zoning law in November 2008; and

WHEREAS, the lack of action to amend the regulations to allow Nursing Homes Convalescent Homes, and Alternative Care Housing would impede a proposed expansion and rehabilitation of the Putnam Nursing Home located on Luddingtonville Road; and

WHEREAS, the Town Board has determined that the proposed amendment must be referred to the Putnam County Department of Planning; and

WHEREAS, because the recommendation in support of the amendment was at the initiative of the Town Planning Board a referral of the proposed amendment to the Planning Board pursuant to §77-63 of the Zoning Law is hereby waived;

NOW THEREFORE BE IT RESOLVED, the Town Board hereby sets a public hearing on the proposed amendment to Article III of Chapter 77 of the Town of Kent Code for _____, 2015, at 7:00 PM, or as soon thereafter as the matter may come to be heard, in the Town Hall, Town of Kent, 25 Sybil's Crossing, Kent Lakes, New York; and

BE IT FURTHER RESOLVED, The Town Board hereby states that because only the Town Board can consider and adopt changes to the Town Code that it is the only involved agency, and the Board hereby declares that it is the Lead Agency for purposes of coordinating the environmental review of this matter pursuant to Article 8 of the Environmental Conservation Law; and

BE IT FURTHER RESOLVED, The Town Board refers this matter to the Putnam County Department of Planning and Economic Development for a recommendation pursuant to GML 239-m; and

BE IT FURTHER RESOLVED, The Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding towns of the date, the time, and the purpose of the public hearing pursuant to GML 239-nn.

BE IT ENACTED by the Town Board of the Town of Kent:

Article III of Chapter 77 of the Town of Kent Code shall be amended as follows:

ARTICLE III, R-80 Residential District

§ 77-7. Purpose and Permitted Uses.

District Purpose. This district is intended to conserve the more rural land areas within the Town by promoting a balance of open space and low-density, single-family residential uses consistent with natural resource constraints, the conservation of open space areas, and other compatible land use opportunities. In an R-80 Residential District, no building or premises shall be used and no building shall hereafter be erected, altered or added to unless otherwise provided in this Chapter, except for one or more of the following uses:

A) Principal permitted uses. (*) indicates a use that is also subject to Planning Board Site Plan Approval pursuant to §77-60 of this Chapter.

- 1) One-family dwellings, not to exceed one dwelling on a single lot.
- 2) (*) Public parks, playgrounds and recreational areas; firehouses, police stations and other public buildings and uses.
- 3) (*) Cemeteries for the interment of human remains, no crematorium.
- 4) (*) Regularly organized elementary or high schools having a curriculum approved by the Board of Regents of the State of New York, and subject to the following:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, parking or loading area, or part thereof, shall be located within 100 feet of any street line nor within 50 feet of any property line.
- 5) (*) Places of religious worship, including part-time religious schools, provided that no building or part thereof and no parking or loading area shall be located within 75 feet of any street line nor within 50 feet of any property line; and parish houses, parsonages and rectories which shall comply with the requirements set forth herein for one-family dwellings.
- 6) (*) Nursing home, convalescent home, and alternative care housing provided:
 - a) The minimum lot area shall be five acres.
 - b) No building or part thereof or any parking or loading area shall be located within 100 feet of any street or lot line.
 - c) The lot shall have frontage on a county or state road, and such county or state road

frontage shall serve as the primary point of ingress and egress to the facility.

§77-44.5(*) Nursery schools, family day-care home, or day-care centers subject to §77-44.5 of this Chapter.

§77-44.6(*) Public utility structures and rights-of-way, but excluding utility offices, garages, storage yards, and communication facilities.

§77-44.7(*) Agricultural uses as defined in New York State Agriculture & Markets Law, provided that no building in which farm animals are kept and no storage of manure shall be located nearer than 100 feet to any street line or property line, and provided further that the keeping of horses and livestock shall be permitted only on lots having an area of two acres plus one acre for each such animal in excess of one. In addition, no greenhouse heating plant shall be located nearer than 50 feet to any street line or property line. One farm stand exclusively for the sale of agricultural products grown on the premises is permitted.

Chapter 77: Zoning

Article III: R-80 Residential District

§ 77-7 Purpose and permitted uses.

This district is intended to conserve the more rural land areas within the Town by promoting a balance of open space and low-density, single-family residential uses consistent with natural resource constraints, the conservation of open space areas, and other compatible land use opportunities. In an R-80 Residential District, no building or premises shall be used and no building shall hereafter be erected, altered or added to unless otherwise provided in this chapter, except for one or more of the following uses:

- A. Principal permitted uses. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.
- (1) One-family dwellings, not to exceed one dwelling on a single lot.
 - (2) (*) Public parks, playgrounds and recreational areas; firehouses, police stations and other public buildings and uses.
 - (3) (*) Cemeteries for the interment of human remains; no crematorium.
 - (4) (*) Regularly organized elementary or high schools having a curriculum approved by the Board of Regents of the State of New York, and subject to the following:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, parking or loading area, or part thereof, shall be located within 100 feet of any street line nor within 50 feet of any property line.
 - (5) (*) Places of religious worship, including part-time religious schools, provided that no building or part thereof and no parking or loading area shall be located within 75 feet of any street line nor within 50 feet of any property line; and parish houses, parsonages and rectories which shall comply with the requirements set forth herein for one-family dwellings.
 - (6) (*) Nursery schools, family day-care home, or day-care centers subject to § 77-44.5 of this chapter.
 - (7) (*) Public utility structures and rights-of-way, but excluding utility offices, garages, storage yards, and communication facilities.
 - (8) Agricultural uses as defined in New York State Agriculture and Markets Law, provided that no building in which farm animals are kept and no storage of manure shall be located nearer than 100 feet to any street line or property line, and provided further that the keeping of horses and livestock shall be permitted only on lots having an area of two acres plus one acre for each such animal in excess of one. In addition, no greenhouse heating plant shall be located nearer than 50 feet to any street line or property line. One farm stand exclusively for the sale of agricultural products grown on the premises is permitted.
- B. Permitted accessory uses. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.
- (1) (*) Off-street parking and loading in accordance with the provisions of Article XI of this chapter.
 - (2) (*) Streets, roads, driveways, utilities, and infrastructure subject to § 77-6D.
 - (3) Home occupations in accordance with the provisions of § 77-41 of this chapter.
 - (4) Artist studio, subject to special use permit approval by the Zoning Board of Appeals pursuant to § 77-44.6 of this chapter.
 - (5) Private swimming pools and tennis and deck tennis facilities in accordance with the provisions of § 77-42 of this

chapter.

- (6) (*) Signs in accordance with the provisions of Article X of this chapter.
 - (7) Satellite antennas which receive and/or transmit, are less than one meter in maximum diameter, and which do not produce or contribute to the production of emission levels exceeding the emission standards adopted, from time to time, by the FCC, based on the maximum equipment output.
 - (8) Other customary accessory uses and buildings, provided that such uses shall not include any activity conducted as a business.
- C. Special uses permitted subject to the approval by the Planning Board in accordance with the provisions of § 77-59 of this chapter. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.
- (1) (*) Golf courses and country clubs, exclusive of clubs whose activities include the maintenance, storage or takeoff or landing of aircraft, subject to the following requirements:
 - (a) The minimum lot area shall be 50 acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
 - (2) (*) Private membership clubs, operated by nonprofit membership corporations, exclusively for members and their guests, including ice-skating, swimming, tennis, squash or other similar clubs, subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
 - (3) (*) Institutions of higher learning, including colleges and universities, seminaries, convents, technical schools and the like, including accompanying service and administrative buildings and recreation facilities, subject to the following requirements:
 - (a) The minimum lot area shall be 100 acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
 - (4) (*) Hospitals authorized by the Department of Health of the State of New York, excluding hospitals with facilities for correctional purposes, subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
 - (5) (*) Eleemosynary institutions (other than correctional institutions, drug rehabilitation centers or institutions for the insane, but excluding administrative headquarters or branch office buildings thereof), subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
 - (6) (*) Commercial recreation uses, day camps, vacation campgrounds, seasonal camps, and horseback riding establishments, including stables, maintenance and service buildings and other accessory structures and uses incidental to the outdoor recreation area, subject to the following requirements:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
 - (7) (*) Communication facilities subject to the following requirements:
 - (a) The minimum lot area for a communication facility involving a communication tower shall be based upon the

compliance with the required minimum yard areas as set forth below, but in no case shall the minimum lot area be less than two acres.

- (b) The maximum height of any communication tower shall not exceed 100 feet.
 - (c) No other principal use shall be permitted on a lot containing a communication tower.
 - (d) For the purposes of calculating maximum lot coverage, coverage by a communication tower shall include the outer rectangular area drawn about the perimeter of the tower's base and any anchoring (such as guy wires).
 - (e) For a communication tower with a height of 80 feet or less, no part thereof shall be located within a distance equal to the height of the communication tower, plus the minimum yard area requirements set forth below, of any street or lot line.
 - (f) For a communication tower with a height in excess of 80 feet, no part thereof shall be located with a distance equal to twice the height of the communication tower of any street or lot line.
 - (g) All permitted accessory structures, buildings, and ground equipment associated with a communication tower shall be completely enclosed and shall conform with the minimum yard requirements set forth below.
 - (h) All communication facilities shall be subject to the additional supplementary use requirements and standards set forth in Article XII, § 77-44.1 of this chapter.
- D. Special uses permitted subject to the approval by the Zoning Board of Appeals.
- (i) Accessory apartment subject to § 77-70 of this chapter.

§ 77-8 Lot and bulk requirements.

- A. Minimum lot area.
- (1) The minimum lot area shall be 80,000 square feet subject to the supplementary minimum lot area regulations of § 77-34.2 of this chapter, unless otherwise specified.
- B. Minimum lot width. The minimum lot width shall not be less than 250 feet.
- C. The minimum highway frontage shall be not less than 250 feet as measured along a single unbroken linear length at the street line.
- D. Maximum lot coverage. The area covered by all buildings shall not exceed 10% of the total lot area, unless otherwise specified.
- E. The maximum impervious surface coverage shall not exceed 30% of the total lot area.
- F. Minimum yards. Yards shall have the following minimum setbacks:
- (1) Front yard: 40 feet.
 - (2) Each side yard: 20 feet.
 - (3) Rear yard: 50 feet.
- G. Maximum height. No building shall be erected to a height in excess of 2 1/2 stories or 30 feet.
- H. Each lot shall be a buildable lot as set forth in § 77-34.3.

§ 77-9 Design standards.

- A. Design standards. The following standards shall be applied during the site plan and subdivision review of any development project in the R-80 District. The Planning Board may use its discretion to waive or modify these standards.
- (1) Nonresidential uses proposed for previously undeveloped property abutting property zoned for residential use shall

include a 20 foot landscaped buffer setback from adjoining properties. The landscape buffer shall be in addition to any other setback requirement for the district, and shall be planted with a mixture of evergreen and deciduous plantings. The Planning Board shall use its discretion to establish appropriate landscape buffer setbacks for redevelopment projects involving the conversion or the rehabilitation of existing structures and previously disturbed land areas.

- (2) Utilities shall, unless infeasible, be placed underground.
- (3) All streets and driveways shall be designed to permit the installation of electric, water, sewer, gas and other utilities underground, either initially or at the time major improvements or upgrades are made to the street or the particular service.
- (4) Except as set forth hereinafter, no fence or garden wall in any required yard or between the front building line and the required front yard shall exceed a height of six feet.
- (5) Sidewalks shall be provided along any existing or proposed public street. The sidewalks shall be separated from the street by a tree lawn at least four feet wide. New streets shall, unless waived by the Planning Board, incorporate sidewalks into the design, and shall, where practicable, link with existing and future potential sidewalks and pedestrian pathways.
- (6) The use of through roads within new subdivisions is required unless the Planning Board determines that a through road is infeasible or that a cul-de-sac road would better protect the public health and safety. The right-of-way of any through road shall extend to the boundary line of the parent parcel in a location approved by the Planning Board.
- (7) To the extent practicable existing tree rows and hedgerows, stone walls, and similar features shall be retained in the development of any new use or the expansion of any existing use.
- (8) Site disturbance and phasing shall be designed to minimize tree clearing and changes to existing topography.
- (9) The use of a "boulevard" entrance for new streets and driveways is encouraged. Such boulevard entrance shall be improved with landscaping, fencing, stone walls or other suitable aesthetic improvements as approved by the Planning Board.
- (10) New buildings in proximity to historic structures and historic districts listed on the National or State Register of Historic Places shall be designed in a manner consistent with the general architectural features of such historic features in terms of form, materials, fenestration, and roof shape.
- (11) Off-street parking lots and loading areas shall be screened from adjacent properties by landscaping or fencing.

§ 77-10 Permitted encroachments.

- A. The following encroachments upon required yard areas are permitted:
 - (1) Stairs, cornices, eaves, gutters, chimneys or bay windows projecting not more than 24 inches.
 - (2) One-story open porches and terraces not exceeding three feet in height, projecting not more than six feet only into a front or rear yard.
 - (3) One-story enclosed vestibule not greater than 10 feet wide and five feet deep, projecting only into a front yard.
- B. In any case where the Board of Appeals, by variance, has permitted the reduction of a required yard, none of the foregoing encroachments shall be permitted into such diminished yard.

Re: Armstrong Solar, LLC
114-116 Mooney Hill Rd, Kent, NY 12563 / Parcel ID: 01200000030090000000
Town of Kent
November 21, 2017

To Whom It May Concern:

This notice is to inform you that Cypress Creek Renewables ("the developer") intends to construct a solar energy system within your municipality. The solar energy system will be located at 114-116 Mooney Hill Rd, Kent, NY 12563. Please see the attached description of Cypress Creek Renewables and Community Solar in New York State for some more context on this proposed solar energy system.

New York State ("NYS") Real Property Tax Law ("RPTL") § 487 provides for a 15-year exemption from taxation for any increase in value of real property due to the installation of certain solar energy systems. Under NYS RPTL § 487, Solar or Wind Energy Systems Exemption, the developer is required to provide written notification to the appropriate local taxing jurisdictions upon execution of an interconnection agreement with a utility. This letter serves to notify the Town of Kent that Armstrong Solar, LLC has executed an interconnection agreement with New York State Electric & Gas.

Per NYS RPTL § 487, a municipality that intends to request that a developer enter into a Payment in Lieu of Taxes (PILOT) agreement must inform the developer of this intent within 60 days of receiving this notification. While the solar energy system may not be subject to taxation in this regard, Cypress Creek Renewables hopes to enter into acceptable PILOT agreements with all appropriate taxing jurisdictions including the Town of Kent for property taxes for the first 15-years of the project's life.

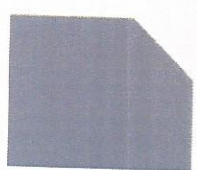
Cypress Creek Renewables expects to make a large investment in the construction of the project, including substantial investment in the local economy. These benefits of the project to the local community would not only occur during the initial investment and construction phase of the project, but would continue throughout the life of the project through ongoing operational expenses, job creation, and substantial PILOT revenue at the local level. These benefits to the local economy would occur with minimal draw on community resources such as emergency services, schools, roads, etc.

We would like to meet with you to discuss the possibility of establishing a PILOT agreement and will be reaching out soon to coordinate potential meeting logistics.

Respectfully,

Ben Broder
Cypress Creek Renewables
990 Rte. 134, Ste. 300
Clifton Park, NY 12065
ben.broder@ccrenew.com

* Estimates based on the National Renewable Energy Laboratory's Jobs and Economic Development Impact (JEDI) model





Cypress Creek Renewables

Cypress Creek Renewables (CCR) is a developer and long-term owner/operator of solar projects located in states across the U.S. CCR is the leader in 'local solar' and partners with communities and utilities to provide widespread access to affordable, clean energy. CCR's local solar solutions produce energy at or below market costs, while our locally based development strategy allows us to deploy solar where the power is needed most.

With well over \$2 billion raised and invested and over 5 gigawatts of local solar farms deployed or in development (enough to power 1.3 million homes), CCR is the largest and fastest-growing dedicated provider of local solar farms. We believe solar energy is a vital part of our nation's clean energy future. We promote U.S. energy independence and energy security through affordable renewables production and the reduction of our country's dependence on fossil fuel.

Community Solar in New York State

New York State has made renewable energy adoption a top priority, and cities and towns across the state are joining the movement to make clean, reliable energy both accessible and affordable. On August 1, 2016, the New York State Public Service Commission approved The Clean Energy Standard, which requires 50 percent of New York's electricity to come from renewable energy sources, such as solar, by 2030. According to Governor Cuomo, this "first-ever state mandate will more than double renewable resources, slash carbon emissions, protect the environment and grow the clean energy economy". Solar power is reliable and sustainable, and when it is generated on a small utility-scale solar farm, it also becomes affordable and easily accessible.

The Benefits of Small Utility-Scale Solar Farms:

- Small utility-scale solar farms are small enough to not significantly impact the landscape.
- A 2MW community solar farm will generate enough electricity to service approximately 500 local homes and businesses.
- Small utility-scale solar farms require no investment on the part of local citizens – in fact, they actually contribute to the economic health of the community in the form of PILOT payments and jobs creation.
- Once built, small utility-scale solar farms supply clean, renewable power to the communities in which they are located at or below current market energy rates.

Community Solar in the Town of Kent

CCR is considering developing a community solar farm in the Town of Kent. One 2MW solar farm represents a multi-million dollar local investment, can provide meaningful municipal revenue over the 20+year life of the facility, and will provide enough renewable and locally produced energy to power approximately 500 homes. The electricity generated by a community solar farm would be available for all residents, businesses and even your municipality to be sold at or below current prices.

Photovoltaic (PV) solar is a proven safe technology that has been turning sunshine into energy for over 50 years. Our projects are designed, built and operated to the same rigorous standards as current energy suppliers. A solar farm represents zero carbon, zero air emissions, requires no water, and once constructed requires no local supporting infrastructure.



This toolkit is meant to assist New York State municipalities considering payment-in-lieu-of taxes (PILOT) agreements for community solar projects larger than 1 megawatt (MW).

Overview

NYSERDA developed this resource in collaboration with communities, solar developers, the utilities, and others. The Solar PILOT Toolkit includes (1) a Model Solar PILOT Law, (2) a Model Solar PILOT Agreement and (3) a Solar PILOT Calculator for NYS taxing jurisdictions.¹

As the administrator of the NY-Sun Program, NYSERDA is responsible for helping customers across the State adopt clean, renewable sources of energy. NY-Sun provides financial incentives for the installation of solar (also known as photovoltaic or PV) panel systems that convert sunlight into electricity. The rooftop solar systems you see in your neighborhood probably participated in the NY-Sun program.

In addition to residential, commercial, and municipal projects, a relatively new kind of solar project, “community solar,” has emerged as an efficient and affordable way for all New Yorkers to gain access to clean energy. The solar panel systems on your neighbors’ roofs are likely in the 4 to 7 kilowatt (kW) size range. Community solar projects are much larger, typically in the 2,000-kW range, and allow individuals (including renters and others who cannot install a system on their own roof for whatever reason) to purchase individual panels or some fraction of the electricity the entire system generates. These customers receive credits for this electricity on their monthly utility bills.

A community solar project brings revenues and benefits to a community and its residents in several ways. The owner of a project site will typically lease land to the solar company in return for lease payments. Community solar customers, which may include municipalities, businesses, and residents, save money on their utility bills. Taxing jurisdictions can benefit from PILOT payments. At the same time, given the passive nature of a solar array, a solar project does not create increased demands on municipal services and infrastructure.

Real Property Tax Law (RPTL) § 487

As a measure to promote the installation of clean energy sources, the New York State legislature adopted a section of the RPTL § 487 that exempts the value of a solar panel system from local property taxes.² Under the law, any increase in the property value attributable to the addition of the solar panel system is exempt from property tax. The RPTL § 487 exemption has been a cornerstone of the State’s efforts to meet its clean energy goals, providing essential economic incentives for solar. The law does, however, allow any taxing jurisdiction (town, school, etc.) to “opt-out” of the tax exemption by adopting a local law or resolution, making the added value of a solar panel system fully taxable.

Alternatively, a taxing jurisdiction that does not opt-out can require a solar developer to pay an annual fee or “payment-in-lieu of taxes” as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the exemption. Additionally, the law does not allow jurisdictions to partially opt out of the law to generate tax revenue from large solar projects while exempting the small systems of homeowners. Opting out of RPTL § 487 makes community solar projects financially unviable and makes homeowners’ rooftop systems more expensive.

NYSERDA understands that many communities have little or no experience with solar PILOT agreements or with assessing the value of large-scale solar projects. Information is difficult to obtain by consulting other communities because few communities have completed large-scale solar projects. Two common questions have arisen from New York State municipal officials and other interested parties:

- (1) If we do not opt-out and seek a PILOT, what is a fair PILOT amount based on what projects can afford?
- (2) What are the steps to negotiate a successful PILOT agreement?

The answer to the first question is complicated, as PILOTs are often negotiated for individual projects, and the PILOT amount a project can afford depends on many factors, including construction and maintenance costs, and the amount of revenue from electricity sales. From the point of view of solar developers, if the PILOT amount is too high,

¹ The terms “taxing jurisdictions” and “jurisdictions” include counties, cities, towns, villages and school districts.

² New York State Real Property Tax Law § 487 provides a 15-year real property tax exemption for properties located in New York State with renewable energy systems, including solar electric systems. The law applies only to the value that a solar electric system adds to the overall value of the property; it does not mean that landowners with an installed renewable energy system are exempt from all property tax. Local governments have the option to opt out of RPTL § 487 and tax solar projects at the full property tax rate, but doing so can impact project economics in a way that unintentionally prohibits developers from building projects. For more information on RPTL § 487, see [Understanding New York State’s Real Property Tax Law § 487 fact sheet](#). A local government that does not opt out of RPTL § 487 can still generate revenue through PILOT agreements.

they will not be able to make the project economically feasible, and will not proceed. So, the amount of revenue available for a PILOT is dependent on the overall project economics. The first question then becomes, “What PILOT amount will allow the jurisdiction and its residents to enjoy the benefits of the project, but will not make the project financially unviable and unattractive to a developer?”

NYSERDA’s research indicates that PILOT rates should be negotiable between 1% and 3% of the compensation solar developers receive for the electricity their projects generate.³ This research includes an independent analysis of current solar market data and an analysis of solar project compensation rates established under the preliminary value stack in the New York Public Service Commission’s March 2017 Value of Distributed Energy Resources (VDER) order. The new solar energy compensation methodology will likely reduce project revenue. NYSERDA will review and update its PILOT guidance regularly; taxing jurisdictions are encouraged to adjust their PILOT rates accordingly.

NYSERDA offers the Solar PILOT Toolkit as a resource to help municipalities and solar developers negotiate successful PILOT agreements. The following describes the Toolkit’s contents.

Solar PILOT Toolkit

1. The Model Solar PILOT Law

The Model Solar PILOT Law, or resolution, provides a sample template for jurisdictions that wish to establish the legal authority to implement a formulaic, jurisdiction-wide PILOT agreement process with solar developers. The model law cites the appropriate laws to do so and includes blank fields for jurisdictions to fill in. The model law exempts projects smaller than 1 MW AC as the amount of PILOT revenue may not justify the cost of negotiating the PILOT.

2. The Model Solar PILOT Agreement

Only jurisdictions that **do not** opt out of RPTL § 487 may enter PILOT agreements. The Model Solar PILOT Agreement provides a draft contract jurisdictions may sign with solar

developers. The agreement can be tailored to meet a jurisdiction’s specific needs and includes blank fields for the jurisdiction to fill in. Jurisdictions may negotiate PILOT rates with solar developers on a project-by-project basis, or may adopt a jurisdiction-wide rate for certain types of solar panel systems, typically in the form of annual payments based on a dollar-per-MW rate.

3. The Solar PILOT Calculator

This tool provides PILOT rate guidance for solar projects and includes two separate calculators.⁴ **Calculator One** should be used to set a uniform PILOT rate across an entire jurisdiction.

The following table displays sample PILOT rates generated by Calculator One for a 2-MW AC community solar project in each utility service territory. The “Low” and “High” rates represent 1% and 3% of the compensation solar developers receive for the electricity their projects generate. NYSERDA’s research of solar project economics across the State indicates that such projects should be able to afford rates within this range.

	Low (\$/MW AC)	High (\$/MW AC)
Central Hudson	\$2,600	\$7,600
Orange & Rockland	\$3,200	\$9,500
National Grid	\$1,700	\$5,100
NYSEG	\$1,700	\$5,000
Con Edison	\$3,700	\$11,100
Rochester Gas & Electric	\$1,700	\$5,000

Calculator Two should be used to set PILOT rates on a project-by-project basis. It is highly customizable, taking into account extensive project-specific data and all factors affecting solar project economics. Users may accept the default values but are encouraged to enter project-specific data. Calculator Two estimates PILOT rates based on the net present value of a project’s unlevered cash flow that achieves a specified pre-tax internal rate of return.

³ NYSERDA continuously assesses market data and Public Service Commission proceedings and may revise this Toolkit when appropriate.

⁴ Each calculator’s outputs reflect the sum total of all PILOT payments, property taxes from taxing jurisdictions which have opted-out of the exemption, and special district taxes (which are not exempt under RPTL § 487).

NY-Sun, a dynamic public-private partnership, will drive growth in the solar industry and make solar technology more affordable for all New Yorkers. NY-Sun brings together and expands existing programs administered by the New York State Energy Research and Development Authority (NYSERDA), Long Island Power Authority (LIPA), PSEG Long Island, and the New York Power Authority (NYPA), to ensure a coordinated, well-supported solar energy expansion plan and a transition to a sustainable, self-sufficient solar industry.

UNDERSTANDING NEW YORK STATE'S REAL PROPERTY TAX LAW § 487



This fact sheet outlines important points for local governments that are considering opting out of RPTL § 487.

What is the Real Property Tax Law § 487?

This law provides a 15-year real property tax exemption for properties located in New York State with renewable energy systems, including solar electric systems. This law only applies to the value that a solar electric system adds to the overall value of the property; it does not mean that landowners with an installed renewable energy system are exempt from all property tax. A local government that does not opt out can still benefit financially through payment-in-lieu-of-taxes (PILOT) agreements.

In local governments that have taken no action one way or the other, the exemption is in effect. If a local law, ordinance, or resolution opting out of the exemption is adopted, a copy must be filed with the New York State Department of Taxation and Finance, and the New York State Energy Research and Development Authority (NYSERDA).

What is the local economic impact of solar?

New York State's solar market is one of the fastest growing solar markets in the country. Installations grew by 795 percent from 2011 to 2016. During 2012 to 2015, the U.S. as a whole saw a 146 percent increase. New York State ranked seventh nationwide for cumulative solar installed capacity in 2015.¹

The solar industry is creating jobs across the State with more than 600 solar companies employing more than 8,250 people. In 2015, the solar industry added approximately 1,000 new jobs throughout the State, a 13.3 percent increase over 2014 job growth. The solar job market in the State is projected to grow another 11.6 percent in 2016, which means adding nearly 1,000 more jobs.

With an average wage of \$22.02 per hour, the solar industry is responsible for creating thousands of living-wage jobs that allow workers to contribute to their local economies. Most jobs are local or regional and cannot be outsourced.²

Why would jurisdictions opt out of the RPTL § 487?

All local governments must offer the RPTL § 487 exemption unless they have opted out not to. Local governments can decide to opt out. As the solar market in New York continues to grow, many large-scale solar projects are being proposed throughout New York. Some local governments are opting out of RPTL § 487 so they can tax these multimillion-dollar projects and generate additional property tax revenue. However, these jurisdictions may find that they will not actually collect substantially more tax revenue from solar or other renewable energy systems because the systems may not be built if they are fully taxable. Property taxes can have a significant impact on the financial viability of solar electric projects, sometimes impacting project economics in a way that unintentionally prohibits solar electric development. Jurisdictions that opt out of RPTL § 487 may unintentionally prevent solar electric development at the local level. Activity in other states suggest there is less solar development in jurisdictions that opt out of the property tax exemption, with little to no additional tax revenue collected.³

Can jurisdictions opt out of RPTL § 487 for large-scale solar only?

No. Under RPTL § 487, jurisdictions are not permitted to conditionally opt out of the property tax exemption. In other words, jurisdictions cannot choose to tax large systems but not small ones. A jurisdiction that opts out of RPTL § 487 to generate tax revenue from larger projects makes solar installations more expensive for homeowners and local businesses.

Can jurisdictions capture revenue from installations without opting out of RPTL § 487?

Yes. The law allows jurisdictions that offer the RPTL § 487 exemption to negotiate payments in lieu of taxes (PILOTs). The purpose of a PILOT is to reduce the tax burden and tax rate uncertainty on the property and/or system owner, while preserving some of the forgone revenue that would have been paid in property taxes. PILOTs are often used for large-scale⁴ renewable energy projects, including solar electric systems. They are annual payments commonly related to the system's size (often in dollars per megawatt [MW]) and cannot exceed the amount of taxes that would be owed without the exemption.

¹ NY-Sun, nyserda.ny.gov/All-Programs/Programs/NY-Sun
Solar Energy Industry Association (SEIA). "Top 10 Solar States 2015." www.seia.org/research-resources/top-10-solar-states

² The Solar Foundation. "New York Solar Jobs Census 2015." www.TSFCensus.org and SolarStates.org

³ Barnes et al. 2013. "Property Taxes and Solar PV Systems: Policies, Practices, and Issues." <https://nccleantech.ncsu.edu/wp-content/uploads/Property-Taxes-and-Solar-PV-Systems-2013.pdf>

⁴ In this fact sheet, large scale is considered solar electric projects that are in the megawatt range.

Each taxing jurisdiction (except the school districts of New York, Buffalo, Rochester, Syracuse, and Yonkers) that has not opted out of RPTL § 487 may require the owner of a solar installation to enter a PILOT. The PILOT may not exceed a 15-year term, but it cannot require payments that exceed the value of taxes that would be paid without the exemption provided by RPTL § 487.⁵

PILOT agreements can be an effective tool for jurisdictions to generate comparable revenue without making solar costs prohibitive for most homeowners and businesses.

Can a municipality that has opted out of RPTL § 487 opt back in?

Yes. The New York State Department of Taxation and Finance has stated that local governments can reinstate the RPTL § 487 exemption simply by repealing the local law, ordinance, or resolution that implemented the opt out. The final step to reinstate the exemption is to provide a copy of the new law, ordinance, or resolution to the New York State Department of Taxation and Finance and NYSERDA.⁶

Do other states have property tax exemptions for solar electric systems?

Yes. Thirty-three states offer some form of tax exemptions for renewable energy. Twenty-two of those states mandate property tax exemptions for 100 percent of the value of solar energy installations over 10 or more years.⁷ These states include ones with significant solar development such as California, Massachusetts, and New Jersey, as well as states with minimal solar capacity such as South Dakota, Kansas, and Montana. The majority of states recognize the positive financial impact property tax exemptions can have on solar electric development and the local economic benefits of a robust solar industry.

Email info@training.ny-sun.ny.gov for more information about your municipality's individual situation.

More information about RPTL § 487

NYS Department of Taxation and Finance. "Recent Questions on the Real Property Tax Law and Solar Energy Systems."

www.tax.ny.gov/pdf/publications/orpts/legal/raq2.pdf?_ga=1.225179802.1031257166.1423842465

New York Solar Energy Industry Association (NYSEIA). "Webinar: Understanding the Property Tax Exemption for Solar in New York,"

www.youtube.com/watch?v=A3Url11-T0k

Barnes et al. "Property Taxes and Solar PV Systems: Policies, Practices, and Issues."

nccleantech.ncsu.edu/wp-content/uploads/Property-Taxes-and-Solar-PV-Systems-2013.pdf

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⁵ New York State Department of Taxation and Finance. January 2016. "Recently Asked Questions About the Real Property Tax Law on the Topic of Solar Energy." Available at: https://www.tax.ny.gov/pdf/publications/orpts/legal/raq2.pdf?_ga=1.225179802.1031257166.1423842465

⁶ New York State Department of Taxation and Finance, *supra* note 13.

⁷ Solar Power Rocks. <https://solarpowerrocks.com/new-york/>