

Town of Kent
Town Board Meeting
May 7, 2024

Workshop/Meeting: 7:00

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a) Short Term Rentals-discussion
 - b) Police Department-promotion, purchase equipment, purchase car
 - c) Water Districts-WIIA grant engineering report
 - d) Sewer District- allocation
 - e) EMS-billing, approve position, ESO approval
 - f) Highway-auction truck, transfer car
 - g) Historical Society- marker
 - h) CAC- appoint Kristy Niitzel
 - i) Recreation-hire seasonal workers
 - j) Planning Board-release bond
 - k) EAP-renewal
 - l) Cell tower-allow repair
 - m) Lake Carmel- temporary worker, bench, seasonal worker
4. Vouchers
5. Announcement
6. Public Comment

*Town of Catskill, NY
Friday, March 15, 2024*

Chapter 133. Short-Term Rentals

[HISTORY: Adopted by the Town Board of the Town of Catskill 4-20-2022 by L.L. No. 1-2022. Amendments noted where applicable.]

§ 133-1. Regulations.

Property owners must obtain a permit whenever a dwelling unit is to be used as a short-term rental. A short-term rental is a furnished house or apartment or any residence containing a kitchen where one or more room is rented for fewer than 30 days. Any short-term rental in existence prior to the enactment of this chapter must comply with all rules and regulations contained herein within 30 days.

- A. A short-term rental permit shall be obtained prior to using the unit as a short-term rental.
- B. The short-term rental shall be inspected by the Town Code Enforcement Officer for compliance with Town and state codes. The short-term rental will not be able to operate unless it is in full compliance with Town and state codes.
- C. A short-term rental permit shall be valid for one calendar year, shall expire on December 31 of the year it is in effect, and must be renewed upon expiration as long as the unit is to be continued to be used as a short-term rental.
- D. The short-term rental permit is transferable to a new owner, so long as the new owner registers with the Town, updates the short-term rental permit application and agrees in writing to comply with the requirements of the short-term rental permit and these regulations within 30 days of sale.
- E. If the terms of the short-term rental permit are not kept or these regulations not followed, the short-term rental permit may be revoked and the owner subject to the penalties allowable under law, including § 160-34 of the Town of Catskill Code, and the penalties set forth below.
- F. No commercial events will be allowed at a short-term rental unless the owner of the subject parcel has also complied with the commercial event venue regulations in the Town of Catskill Zoning Law.

§ 133-2. Permit application requirement.

An application for (or renewal of) a short-term rental permit shall be submitted to the Town Code Enforcement Officer, signed by all persons and entities that have an ownership interest in the subject property, shall be accompanied by

payment of a permit fee, to be determined by the Town Board, shall be accompanied by a copy of the current vesting deed showing how title to the subject property is then held, shall be completed on the form provided by the Town, and shall provide the following information:

- A. A list of all the property owners of the short-term rental including names, residential addresses, telephone numbers and email addresses.
- B. Completion of a signed and notarized affidavit by the property owners certifying the following:
 - (1) Compliance with the following standards:
 - (a) There shall be one functioning smoke detector in each sleeping room and at least one functioning smoke detector in at least one other room, one functioning fire extinguisher in the kitchen and in one other designated location, and at least one carbon monoxide detector. The short-term rental shall in all respects be in compliance with the New York State Fire and Building Codes.
 - (b) Exterior doors shall be operational and all passageways to exterior doors shall be clear and unobstructed.
 - (c) Electrical systems shall be serviceable with no visual defects or unsafe conditions.
 - (d) All fireplaces, fireplace inserts or other fuel-burning heaters and furnaces shall be vented and properly installed.
 - (e) Chimneys shall be inspected by a professional and a report made to the Code Enforcement Officer on an annual basis.
 - (f) Each sleeping room shall have an exterior exit that opens directly to the outside, or an emergency escape or rescue window.
 - (2) The number of sleeping rooms within the short-term rental, as defined in this section.
 - (3) The number of parking spaces on the property that meet the standard set forth below.
 - (4) Affidavit certifications shall be valid during the term of the short-term rental permit, or until modifications requiring a building permit are made, or until the Town Code Enforcement Officer has reason to believe further inspections are warranted, at which point the inspections shall take place at a time suitable to the Code Enforcement Officer and the owner. If relevant circumstances on the property change or for any reason the certification is or becomes inaccurate, a new certification shall be submitted. Under any circumstances, inspections shall be made by the Code Enforcement Officer at least once every year.
 - (5) The Town Board may make provision, from time to time by resolution, for payment of an additional fee upon any re-inspections.
- C. A property map showing the location of buildings, required parking and, if not served by a public sewer, the location of the septic system and leach field. An accurate, suitable plan need not be prepared by a professional. Property map must be posted in a visible location in the short-term rental.
- D. Provide a safety/egress plan, to be posted in a visible location in the short-term rental.

- E. Provide a garbage-removal plan (garbage receptacles will not be left out for more than 48 hours).
- F. For non-owner-occupied short-term rentals, the owner must designate a host and provide the name, address, telephone number and email address, who shall be responsible, and authorized, to act on the owner's behalf to promptly remedy any violation of these standards or the permit. The host may be the owner, or an agent designated by the owner to serve as a contact person.
- G. A statement that the applicant has met and will continue to comply with the standards of these regulations and the permit.
- H. Copy of insurance binder and paid receipt required.
- I. Any fee which has been set by the Town Board by resolution.

§ 133-3. Standards.

All short-term rentals must meet the following standards:

- A. The maximum occupancy for each short-term rental unit shall be the smaller of:
 - (1) The number of people calculated on the basis of two persons per sleeping room (unless the room size is below 100 square feet) plus an additional two persons. For this purpose, a "sleeping room" is defined as fully enclosed habitable space of at least 70 square feet for one person and 100 square feet for two persons, with an emergency escape or rescue opening.
- B. The property must have sufficient off-street parking spaces, to accommodate the maximum occupancy.
- C. Tenants and guests shall park in the off-street parking spaces and shall not park on any part of the lawn of the property nor on the street.
- D. A house number visible from the street or road shall be maintained.
- E. Provisions shall be made for weekly garbage removal during rental periods. Garbage containers shall be secured with tight-fitting covers at all times to prevent leakage, spilling or odors, and placed where they are not clearly visible from the street or road except around pickup time.
- F. Advertisements for the short-term rental must conform to what is allowed under these regulations and the short-term rental permit.

§ 133-4. Procedure upon filing application.

- A. Upon the filing with the Town Code Enforcement Officer of the permit application, permit fee, and all documents and information required by this chapter, the Town Code Enforcement Office shall have 60 days to review the application, make an inspection and then either issue the permit, with or without conditions, or notify the applicant in writing that the applications has been denied along with the reason or reasons for denial. If a permit is

issued, the permit shall bear the signature of the Town Code Enforcement Officer and be posted in a visible location in the short-term rental.

- B. The Town Code Enforcement Officer may decline an application for any of the following reasons:
- (1) If the application is incomplete, the documentation required by this chapter was not included with the application or the application or the full permit fee, in payment form acceptable to the Town Clerk, was not included with the application.
 - (2) If the Town of Catskill issued a short-term rental permit to any of the owners needing to sign the short-term rental permit application and any of such owners had a short-term rental permit revoked within the previous year.
 - (3) If the site plan required to be submitted with the application does not comport with the requirements of this section.
- C. Short-term rental permits issued pursuant to this section shall state the following:
- (1) The names, addresses and phone numbers of every person or entity who has an ownership interest in the short-term rental property and the host who shall be available during the entire time the short-term rental property is being occupied. The host shall be available at all times by telephone while the short-term rental is occupied and within 30 minutes by automobile while the short-term rental is occupied.
 - (2) The maximum occupancy and vehicle limits for the short-term rental unit;
 - (3) Identification of the number of and location of parking spaces available;
 - (4) A statement that littering is illegal;
 - (5) A statement that no outdoor fires are allowed, except as permitted by local and state law and only in fire pits or encased in a receptacle;
 - (6) No tents will be allowed as overnight quarters;
 - (7) Any animals which are pets of guests shall not leave the subject parcel except when under control by leash.
 - (8) A statement that no noise beyond normal levels of conversation shall emanate between 10:00 p.m. and 9:00 a.m.
 - (9) A statement that the short-term rental permit may be revoked for violations; and
 - (10) Compliance with any conditions imposed by the Town Code Enforcement Officer.
 - (11) That initial permit shall expire at the end of the three-month quarter year which follows the one-year anniversary of the date of the permit becomes effective. Each successive permit shall expire after one year.

§ 133-5. Conformity and display of permit.

- A. The issuance of a short-term rental permit is subject to continued compliance with the requirements of these regulations.
- B. Prior to any tenants coming onto the short-term rental property:
 - (1) The current short-term rental permit shall be prominently displayed inside and near the front entrance of the short-term rental; and
 - (2) The owners must ensure that current and accurate information is provided to the Town Code Enforcement Officer and that they notify the Town Code Enforcement Office immediately upon any information contained on the permit changing. If, based on such changes, the Code Enforcement Officer issues an amended short-term rental permit, the owners must immediately replace the permit displayed inside and near the front entrance of the short-term rental with the amended permit.

§ 133-6. Compliance, hearings and penalties.

- A. Owners of short-term rental units shall obey all applicable laws, ordinances and regulations of the Town of Catskill, Greene County, New York State, and the United States of America, and shall be subject to the enforcement and penalty proceedings contained in this chapter.
- B. If the Town Code Enforcement Officer finds a violation of the permit or of this section, the Code Enforcement officer may do any of the following depending on the circumstances:
 - (1) Issue a Notice to Remedy;
 - (2) Initiate an action or proceeding in the Catskill Town Court;
 - (3) Attach reasonable conditions to the existing short-term rental permit;
 - (4) Suspend the short-term rental permit; and
 - (5) Revoke the short-term rental permit.
- C. Should a permit be revoked, none of the owners of the short-term rental property may obtain any short-term rental permit sooner than one year after the date of revocation.
- D. The Town may initiate enforcement proceedings under this chapter at any time following receipt of a complaint.
- E. The Town of Catskill may prosecute the owner of the subject lands in Town Justice Court or Greene County Supreme Court. Any property owner found in willful violation of the provisions of this chapter shall be guilty of a violation for a first offense, and a misdemeanor for a second offense and every offense thereafter and shall be subject to a fine of up to \$5,000 for each offense. Each week representing the continuation of a violation once notice has been made by the Town of Catskill of said violation shall constitute a separate and distinct offense. The Town of Catskill may impose a tax levy on the subject lands in the amount of any judgment obtained.

(Use this form to file a local law with the Secretary of State)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County
City
Town of Geneva
Village

FILED
STATE RECORDS

APR 19 2016

DEPARTMENT OF STATE

Local Law No. 2 of the year 2016.

A local law "Amending Chapter 165 (Zoning) of the Code of the Town of Geneva to Add Regulations Pertaining to Short-Term Rentals"

(Insert Title)

Be it enacted by the Town Board (Name of Legislative Body)

County
City
Town of Geneva
Village

as follows:

Section 1. Section 165-3 of the Zoning Code of the Town of Geneva is hereby amended with the insertion of a new definition for "Short-Term Rental" to read as follows:

SHORT-TERM RENTAL – A dwelling unit that is rented, in whole or part, to any person or entity for a period of less than 30 consecutive nights, and is not regulated by any other section of the Code of the Town of Geneva. "Rental" means an agreement granting use or possession of a residence, in whole or part, to a person or group in exchange for consideration valued in money, goods, labor, credits, or other valuable consideration. Use of a short-term rental by a record owner of a property shall not be considered to be a rental under this section.

Section 2. Schedule I – Permitted Uses in Section 165-7 of the Zoning Code of the Town of Geneva is hereby amended by adding "Short-term rental in compliance with section 165-28.6" under the Residential Uses heading and making such Use a permitted use by right in the A, R-1 and R-2 District columns such that the letter "P" shall appear in these locations of the Schedule.

Section 3. Chapter 165 (Zoning) of the Code of the Town of Geneva is hereby amended with the insertion of a new Section 165-28.6 to read as follows:

§ 165-28.6. Short-Term Rental Regulations.

A. Permit Required. An owner shall obtain a revocable short-term rental permit whenever a dwelling unit is to be used for short-term rental purposes.

- (1). A short-term rental permit shall be obtained prior to using the unit as a short-term rental.
- (2). A short-term rental permit shall be valid for three calendar years, shall expire on December 31 of the third year it is in effect, and must be renewed upon expiration as long as the unit is used as a short-term rental.
- (3). The short-term rental permit is transferable to a new owner, so long as the owner registers with the Town, updates the short-term rental permit application, and agrees in writing to comply with the requirements of the short-term rental permit and these regulations.

- (4) If the terms of the short-term rental permit are not kept or these regulations not followed, the short-term rental permit may be revoked and the owner subject to the penalties of Chapter 1, section 1-16 of the Code of the Town of Geneva, and the penalties set forth below.

B. **Short-Term Rental Permit Application Requirements.** An application for (or renewal of) a short-term rental permit shall be submitted to the Town Code Enforcement Officer, signed by all persons and entities that have an ownership interest in the subject property, shall be accompanied by payment of a permit fee, to be determined by the Town Board, shall be accompanied by a copy of the current vesting deed showing how title to the subject property is then held, shall be completed on the form provided by the Town, and shall provide the following information:

- (1) A list of all of the property owners of the short-term rental including names, addresses, telephone numbers and email addresses.
- (2) Completion of a signed and notarized affidavit by the property owners certifying the following:
 - (a) Compliance with the following standards:
 - (i) There shall be one functioning smoke detector in each sleeping room and at least one functioning smoke detector in at least one other room, one functioning fire extinguisher in the kitchen and at each exit, and at least one carbon monoxide detector.
 - (ii) Exterior doors shall be operational and all passageways to exterior doors shall be clear and unobstructed.
 - (iii) Electrical systems shall be serviceable with no visual defects or unsafe conditions.
 - (iv) All fireplaces, fireplace inserts or other fuel burning heaters and furnaces shall be vented and properly installed.
 - (v) Each sleeping room shall have an exterior exit that opens directly to the outside, or an emergency escape or rescue window.
 - (b) The number of sleeping rooms within the short-term rental, as defined in this section.
 - (c) The number of parking spaces on the property that meet the standards set forth below.
 - (d) Affidavit certifications shall be valid during the term of the short-term rental permit, or until modifications requiring a building permit are made, or until the Town Code Enforcement Officer has reason to believe an inspection is warranted, at which point the Code Enforcement Officer shall obtain a search warrant to conduct such inspection unless an owner of the property voluntarily consents to permit the Code Enforcement Officer onto the property and into the short term rental for purposes of conducting such inspection. If relevant circumstances on the property change or for any reason the certification is or becomes inaccurate, a new certification shall be submitted.
- (3) A site plan, drawn to scale, showing the location of buildings, required parking and, if not served by a public sewer, the location of the septic system and leach field. An accurate, suitable plan need not be prepared by a professional.
- (4) If the property is served by a private septic system, a septic inspection report issued pursuant to Chapter 159 of the Code of the Town of Geneva, dated within 90 days of the date of the application, stating the size of the tank(s) and leach or absorption field or area, and the location and condition of all septic system components. The report must state the septic system was adequately functioning at the time of inspection. The septic system must be in compliance with Chapter 159, and the maximum occupancy of the short-term rental unit shall be limited by the number of bedrooms allowed for the size of the septic

tank and leach or absorption area, as set forth in the regulations of the N.Y.S. Department of Health (referred to in Chapter 159), Appendix 75-A of Part 75 of Title 10 of the New York Code of Rules and Regulations, as amended, and regulations and/or standards applicable to aerobic septic systems. A system failure will require a new passing inspection report. The Town Code Enforcement Officer may allow occupancy in excess of these regulations and standards if circumstances show the system will adequately function for an allowed occupancy, and may condition any variance on certain actions and safeguards by the owner, such as frequent pumping of the septic tank or further, periodic inspection by the Town Code Enforcement Officer or designee.

- (5) The name, address, telephone number and email address of a contact person, who shall be responsible, and authorized, to act on the owner's behalf to promptly remedy any violation of these standards or the permit. The contact person may be the owner or an agent designated by the owner to serve as a contact person.
- (6) A statement that the applicant has met and will continue to comply with the standards of these regulations and the permit.

C. Short-Term Rental Standards. All short-term rentals shall meet the following standards:

- (1) The maximum occupancy for each short-term rental unit shall be the smaller of:
 - (a) the maximum number of people allowed based on the septic inspection report, if applicable; or
 - (b) the number of people calculated on the basis of 2 persons per sleeping room (unless the room size is below 100 square feet), plus an additional 2 persons. For this purpose, a sleeping room is defined as fully-enclosed habitable space of at least 70 square feet for one person and 100 square feet for two persons, with an emergency escape or rescue opening.
- (2) The property must have sufficient off-street parking spaces, in compliance with the requirements of Article VI (Off-Street Parking and Loading) of this Chapter, to accommodate the maximum occupancy.
- (3) Tenants and guests shall park in the off-street parking spaces required by Article VI (Off-Street Parking and Loading) of this Chapter and shall not park on any part of the lawn of the property nor on the street.
- (4) A house number visible from the street or road shall be maintained.
- (5) Provisions shall be made for weekly garbage removal during rental periods. Garbage containers shall be secured with tight-fitting covers at all times to prevent leakage, spillage or odors, and placed where they are not clearly visible from the street or road except around pick-up time.
- (6) Advertisements for the short-term rental must conform to what is allowed under these regulations and the short-term rental permit.

D. Procedure upon filing application.

- (1) Upon the filing with the Town Code Enforcement Officer of the permit application, permit fee, and all documents and information required by this Chapter, the Town Code Enforcement Officer shall have 30 days to review the application and then either issue the permit, with or without conditions, or notify the applicant in writing that the application has been denied along with the reason or reasons for denial. If a permit is issued, the permit shall bear the signature of the Town Code Enforcement Officer.
- (2) In reviewing the application, if the Town Code Enforcement Officer has probable cause to believe information contained in the application is inaccurate or incomplete, he may petition a court of competent jurisdiction for a search warrant to conduct an inspection of the short term rental property for purposes of ensuring compliance with this section. Alternatively, the Town Code Enforcement Officer may request permission from an owner of the short term rental to come onto the property and to conduct an inspection of the short term rental

property for purposes of ensuring compliance with this section, which permission the owners of the short term rental are under no obligation to give. If an inspection authorized herein is conducted, the Town Code Enforcement Officer shall use the results of such inspection in determining whether to issue the permit, with or without conditions, or to not issue the permit.

- (3) In issuing a short-term rental permit, the Town Code Enforcement Officer may impose such reasonable conditions and restrictions as are directly related to and incidental to the use of the property for short-term rentals so long as such conditions and restrictions are consistent with the requirements of the Town Zoning Law and the On-Site Individual Wastewater Treatment System Law of the Town of Geneva and are imposed for the purpose of minimizing any adverse impact the issuance of the short-term rental permit may have on the neighborhood or community.
- (4) The Town Code Enforcement Officer may decline an application for any of the following reasons:
 - (a) If the application is incomplete, the documentation required by this Chapter was not included with the application or the full permit fee, in payment form acceptable to the Town Clerk, was not included with the application.
 - (b) If the Town of Geneva issued a short-term rental permit to any of the owners needing to sign the short-term rental permit application and any of such owners had a short-term rental permit revoked within the previous year.
 - (c) If the affidavit from the owners or, if conducted, an inspection conducted by the Town Code Enforcement Officer as authorized in this section does not evidence that the subject property is in compliance with this Chapter or with the On-Site Individual Wastewater Treatment System Law of the Town of Geneva.
 - (d) If the site plan required to be submitted with the application does not comport with the requirements of this section.
 - (e) If a private septic inspection report is required to be submitted with the application and if such report does not comport with the requirements of this section or with the On-Site Individual Wastewater Treatment System Law of the Town of Geneva.
- (5) Short-term rental permits issued pursuant to this section shall state the following:
 - (a) The names, addresses and phone numbers of every person or entity that has an ownership interest in the short-term rental property and of a primary contact person who shall be available during the entire time the short-term rental property is being rented;
 - (b) The maximum occupancy and vehicle limits for the short-term rental unit;
 - (c) Identification of the number of and location of parking spaces available;
 - (d) A statement that littering is illegal;
 - (e) A statement that all fires must be attended;
 - (f) A statement that guests must comply with the Noise ordinance of the Town of Geneva, as set forth in Chapter 106 of the Town Code, which sets strict limits on noise levels between 10:00 p.m. and 7:00 a.m., which ordinance will be enforced by the Ontario County Sheriff's Department, the New York State Police, or any law enforcement agency properly exercising jurisdiction over the premises or incident;
 - (g) A statement that the short-term rental permit may be revoked for violations; and
 - (h) Any conditions imposed by the Town Code Enforcement Officer.
 - (i) That the permit shall expire on December 31 of the third year for which it is effective.

E. Conformity and Display of Permit.

- (1) The issuance of a short-term rental permit is subject to continued compliance with the requirements of these regulations.
- (2) Prior to any tenants coming onto the short-term rental property:
 - (a) The current short-term rental permit shall be prominently displayed inside and near the front entrance of the short-term rental; and
 - (b) A copy of the current short-term rental permit shall be provided to every adjacent property owner and to every property owner within 150 feet of the short-term rental property (whether on the same side of the road, across the street or behind the subject property). A statement of compliance with this provision, stating the owners served, and their addresses, and the method of service (e.g., mail, personal delivery), shall be provided to the Town Code Enforcement Officer.
- (3) The owners must ensure that current and accurate information is provided to the Town Code Enforcement Officer and that they notify the Town Code Enforcement Officer immediately upon any information contained on the permit changing. If, based on such changes, the Code Enforcement Officer issues an amended short-term rental permit, the owners must immediately replace the permit displayed inside and near the front entrance of the short-term rental with the amended permit and must immediately provide a copy of the amended permit to every adjacent property owner and to every property owner within 150 feet of the short-term rental property (whether on the same side of the road, across the street or behind the subject property).

F. Compliance, Hearings and Penalties. Owners of short-term rental units shall obey all applicable laws, ordinances and regulations of the Town of Geneva, Ontario County, New York State and the United States of America, and shall be subject to the enforcement and penalty proceedings contained in this Chapter.

The following process shall be followed in the event of a complaint alleging a violation of these regulations or a permit issued under these regulations:

- (1) The complaining party shall first attempt to contact the contact person designated on the permit, describe the problem and indicate the desired remedy.
- (2) The contact person shall, within two (2) hours of receiving the complaint, respond to the complaint and remedy as soon as reasonably possible any situation that is out of compliance with these regulations or with the permit for the property.
- (3) If the response is not satisfactory to the complaining party (including the inability to promptly reach the contact person), the complaining party may file a complaint with the Town Code Enforcement Officer by submitting a written complaint including the date, time and nature of the alleged violation as well as a statement that the complainant either unsuccessfully attempted to contact the contact person or did contact the contact person but the complaint was not adequately resolved. A failure to attempt to contact the contact person will not excuse a violation.
- (4) If the Town Code Enforcement Officer finds a violation of the permit or of this section, the Code Enforcement Officer may do any of the following depending on the circumstances:
 - (a) Attach reasonable conditions to the existing short-term rental permit;
 - (b) Suspend the short-term rental permit; and
 - (c) Revoke the short-term rental permit.
- (5) Should a permit be revoked, none of the owners of the short-term rental property may obtain any short-term rental permit sooner than one year after the date of revocation.
- (6) The Town may initiate enforcement proceedings under this Chapter at any time following receipt of a complaint.

- (7) Decisions of the Code Enforcement Officer will be provided to the parties and may be appealed, within 30 days of receipt of the decision, by the owner or by the complainant to a tribunal, appointed by the Town Board, consisting of one Town Board member, one town resident who holds a short-term rental permit, and one town resident who does not hold a short-term rental permit. The appealing owner or complainant shall make a written request for a hearing to the Town Clerk, and the tribunal shall hear the appeal within 15 days of the request, during which time the decision of the Code Enforcement Officer shall be stayed. At the hearing the tribunal shall accept evidence offered by the property owner, the complaining party, the Code Enforcement Officer and any other witness with relevant evidence. The tribunal shall make its decision within 10 days of the hearing, and may uphold the Code Enforcement Officer's decision, reject it, or modify it.
- (8) Any property owner found in willful violation of the provisions of this ordinance shall be required to reimburse the Town for its reasonable costs of enforcement, including reimbursement for staff time and reasonable attorney's fees.

Section 4. Required off-street automobile parking spaces in Section 165-38 of the Zoning Code of the Town of Geneva is hereby amended by adding "Short-term rental" under the "Residential Uses" heading and making the "Number of Spaces Required" for "Short-term rentals" "1 for every 2 permitted occupants".

Section 5. If any clause, sentence, paragraph, section or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been ordered.

Section 6. This local law shall take effect immediately upon filing with the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as **Local Law No. 2 of 2016** of the **Town of Geneva** was duly passed by the Geneva Town Board on April 12, 2016, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer¹.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20__ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, 20__, and was (approved)(not approved)(repassed after disapproval) by the _____ and was deemed duly adopted on _____, 20__ in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20__ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, 20__, and was (approved)(not approved)(repassed after disapproval) by the _____ on _____, 20__. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____, 20__, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20__ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, 20__, and was (approved)(not approved)(repassed after disapproval) by the _____ on _____, 20__. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____, 20__, in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2005 of the City of _____ of having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____, 20__, became operative.

6. (County local law concerning adoption of Charter.)

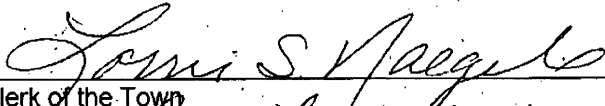
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20__ of the County of _____, State of New York, having been submitted to the electors at the General Election of November __, 20__, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the Towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

¹ Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or Village, or the supervisor of a Town where such officer is vested with the power to approve or veto local laws or ordinances.

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

(Seal)



Clerk of the Town

Date: April 12, 2016

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK
COUNTY OF ONTARIO

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.


Attorney to the Town
Town of Geneva

Date: April 15, 2016

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one.)

of SPAFFORD

FILED
STATE RECORDS
MAR 23 2017

Local Law No. 1 of the year 20 17

DEPARTMENT OF STATE

A local law to Repeal Local Law 4-2016 and Replace It With the Following Language Amending the
(Insert Title)
Zoning Code of the Town of Spafford for the Purpose of Regulating the Short-Term Rental
of Homes

Be it enacted by the TOWN BOARD of the
(Name of Legislative Body)

County City Town Village
(Select one.)

of SPAFFORD

as follows:

SEE ATTACHED

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2017 of the ~~(County)(City)(Town)(Village)~~ of SPAFFORD was duly passed by the TOWN BOARD OF THE TOWN OF SPAFFORD on MARCH 9 2017, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ and was deemed duly adopted *(Elective Chief Executive Officer*)* on _____ 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. *(Elective Chief Executive Officer*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. Such local *(Elective Chief Executive Officer*)* law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

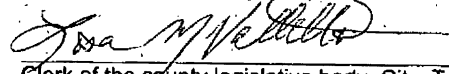
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.



Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: March 11, 2017



**TOWN OF SPAFFORD
LOCAL LAW 1-2017**

**A LOCAL LAW TO REPEAL LOCAL LAW 4-2016 AND REPLACE IT WITH THE
FOLLOWING LANGUAGE AMENDING THE ZONING CODE OF THE TOWN OF
SPAFFORD FOR THE PURPOSE OF REGULATING THE SHORT-TERM RENTAL
OF HOMES**

Be it enacted by the Town Board of the Town of Spafford that Local Law 4-2016 entitled, "A Local Law to Amend the Zoning Code of the Town of Spafford for the Purpose of Regulating the Short Term Rental of Homes," is hereby repealed and replaced by this Local Law as follows:

SECTION 1: The purpose of this Local Law is to amend the Zoning Code of the Town of Spafford to regulate the short-term rental of homes within the Town. The Town recognizes that, from time to time, property owners within the Town wish to rent their homes, many of which are camp properties located on or near the shores of the two lakes located within the Town borders, Skaneateles Lake and Otisco Lake. The Town also recognizes that, historically, Spafford has been a small, residential and agricultural community of primarily owner-occupied dwellings, and that extensive short-term rentals may endanger the rural, residential character of the community and may cause disruption to the peace, quiet and enjoyment of neighboring homeowners. Accordingly, in order to respect the property rights and interests of all homeowners in the Town, this Local Law seeks to achieve a balance between those who would offer their homes as short-term rental properties and those who choose not to do so.

SECTION 2: To achieve these stated goals, the Zoning Code of the Town of Spafford is amended as follows:

Article I ("Title, Intent and Definitions"), Section 1-5 ("Word Usage; Definitions") of the Zoning Code of the Town of Spafford is hereby amended to remove the definition of "Temporary Rental" and replace it with the following:

Short-Term Rental Property

A one family or two family dwelling rented by the owner of the dwelling to an individual or a group of individuals for the purpose of residential occupation for a term of one hundred twenty (120) days or fewer.

Article VII ("Regulations Applicable to All Zoning Districts"), is amended to repeal the language of Section 7-24 and replace it with the following language:

Short-Term Rental Properties are subject to the following rules and regulations:

1. **120-Day Maximum.** The owner of a one-family or two-family dwelling may, subject to all terms and conditions of the Zoning Code of the Town of Spafford, rent the dwelling as a short-term rental property for a term or terms of anywhere between one (1) and one hundred twenty (120) days, but in no event shall an

owner be allowed to rent the dwelling as a short-term rental property for more than one hundred twenty (120) total days per calendar year. For purposes of this Section, a calendar year runs from January 1st through December 31st.

2. **Maximum Occupancy.** The maximum occupancy of any short-term rental property shall be three (3) people per bedroom, as that term is defined by Section 202 of the New York State Property Maintenance Code, plus two (2) additional people. For example, if the short-term rental property contains two bedrooms, the maximum occupancy of said dwelling would be eight (8) people.
3. **Violations.** An owner of a short-term rental property violates this Section whenever:
 - a. The owner rents the dwelling as a short-term rental property for greater than one hundred twenty (120) total days per calendar year, as provided by Subsection 1 of this Section;
 - b. The owner rents the dwelling as a short-term rental property without completing a registration form and/or remitting payment of all applicable fees pursuant to Subsection 5 of this Section;
 - c. The overnight occupancy of the short-term rental property exceeds the applicable maximum occupancy as set forth in Subsection 2 of this Section;
 - d. During a rental term, the individuals occupying the dwelling are cited for one or more violations of Section 7-17 of this Article, including, but not limited to, violations for excessive noise, smoke and/or odor;
 - e. The short-term rental property is cited for a violation of Chapter 3 of the New York State Property Maintenance Code.
4. **Non-Residential Uses Prohibited.** A short-term rental property shall not be rented for any commercial purpose, or any other purpose not expressly permitted under this Section, such as concerts or weddings.
5. **Registration of Short-Term Rental Properties; Fees.** All owners of one or more short-term rental properties must complete a registration form, a copy of which is attached hereto as Exhibit "A", and are required to pay an annual registration fee of \$100.00.
 - a. The initial registration fee shall be submitted along with the registration form, and for each subsequent year that the owner intends to rent the dwelling as a short-term rental property, annual registration fees shall be due and payable upon the anniversary date of the filing of the initial registration form.
 - b. If an owner intends to rent more than one dwelling within the Town as a short-term rental property, a separate registration fee must be paid for each dwelling.
 - c. The Town Board may, from time to time, modify by resolution the registration form and/or the registration fee.

6. **Enforcement.** The Code Enforcement Officer of the Town of Spafford shall have the authority to determine whether the owner of a short-term rental property has violated this Section, and to enforce his or her determinations pursuant to Article IV of the Zoning Code of the Town of Spafford. Violations of this Section may be determined by the Code Enforcement Officer's firsthand observations, or after an investigation upon a complaint from a resident of the Town of Spafford. Complaints must be in writing, and include the date, time and nature of the alleged violation as well as the address where the alleged violation occurred.
7. **Suspension or Revocation of Registration After Multiple Violations.** If the owner(s) of a short-term rental property are found to have violated any provision of this Section on two or more occasions, the Code Enforcement Officer shall have the authority to suspend or revoke the registration of any short-term rental property where such violations have occurred.
8. **Appeals.** Upon receipt of a determination of the Code Enforcement Officer pursuant to this Section and Article IV of the Zoning Code of the Town of Spafford, the short-term rental property owner shall have the right to appeal said determination within 30 days. The appealing owner shall make a written request for a hearing to the Town Clerk, and the Town Board shall hear the appeal at its next regular meeting, during which time the decision of the Code Enforcement Officer shall be stayed. At the hearing, the Town Board shall accept evidence offered by the property owner, the Code Enforcement Officer and any other witness with relevant evidence. After the hearing, the Town Board shall decide the appeal, and, in so doing, may uphold the Code Enforcement Officer's decision, reject it, or modify it.
9. **Fines and Penalties.** Notwithstanding any other provision of the Zoning Code of the Town of Spafford related to fines and penalties for violations of said Code, any violation of this Section shall constitute an offense punishable by a fine of up to \$250.00. Each day for which such violation occurs shall constitute a separate offense. In addition, the Town may pursue such other remedies as provided by law to abate any violation of this Section.
10. **Compliance with Tax Laws.** All owners offering a short-term rental must comply with all applicable local, state and federal tax requirements.

Article VIII ("Regulations Applicable to Special Use Permits"), is amended to repeal the language of Section 8-17 and replace it with the following language:

Short-Term Rental Properties

An owner of a one family or two family dwelling may seek approval to rent the dwelling as a short-term rental property under terms that may be inconsistent with or deviate from the requirements set forth in the Zoning Code of the Town of Spafford through application of a

Special Use Permit and pursuant to the terms and procedures as set forth under Article VIII of the Zoning Code of the Town of Spafford.

SECTION 3: Sunset/Amortization

- 3-1. Preexisting, non-conforming rentals of one-family and two-family dwellings that predate the enactment of this Local Law, which amends the Zoning Code of the Town of Spafford to limit the short-term rental of such dwellings to one hundred twenty (120) days per calendar year and to require the owner(s) of such short-term rental properties to register with the Town, shall conform Section 7-24 of the Zoning Code of the Town of Spafford, as amended by this Local Law, within five (5) years from the date of its passage. This is intended as a sunset/amortization provision.
- 3-2. The Planning Board of the Town of Spafford may grant an extension of time allowing the owner(s) of a one-family or two-family dwelling to continue the preexisting, non-conforming rental of the property after the conclusion of the five (5) year amortization period described in Section 3-1 of this Local Law, provided that the owner(s) prove that, due to specific circumstances, such amortization period is unreasonable and will result in a substantial loss of investment. In order to secure an extension of time, the owner(s) must submit to the Planning Board a written request for such extension at least sixty (60) days prior to the expiration of the amortization period, together with relevant, credible documentary evidence supportive of their request, such as financial statements and tax records. In making its determination, the Planning Board shall consider, among any other relevant factor:
 - i. the nature of the non-conforming rental property;
 - ii. the cost of converting to a conforming short-term rental property;
 - iii. the amount and nature of the investment in the non-conforming rental dwelling;
 - iv. the detriment caused by the non-conforming rental;
 - v. the character of the neighborhood;
 - vi. the good faith efforts of the owner(s) to have amortized the cost of the investment during the course of the amortization period provided by Section 3-1 of this Local Law.

SECTION 4: Authority

The Town Board may enact this Local law in order to protect the health, safety and welfare of its residents, and derives its authority to do so from the New York State Constitution and Section 10 of the Municipal Home Rule Law.

SECTION 5: Severability

If any clause, sentence, paragraph, section or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph,

section or part thereof directly involved in the controversy in which such judgment shall have been ordered.

SECTION 6: Effective Date

This Local Law shall be effective upon filing with the office of the Secretary of State.

TOWN OF SPAFFORD
SHORT-TERM RENTAL
REGISTRATION FORM

Pursuant to Article VII, Section 7-24, the following owner(s) register(s) the property indicated below with the Town of Spafford for temporary rental for the calendar year _____.

Owner(s) Name: _____

Permanent Address: _____

Address of Property
being rented: _____

Rental Property
phone number: _____

Owner(s) Contact Information:

Home phone number: _____

Cell/emergency number: _____

Email address: _____

Please initial to confirm the following:

_____ Property contains fully functioning smoke alarm.

_____ Property contains fully functioning CO₂ alarm.

_____ There is present a fully functioning fire extinguisher in the kitchen.

_____ Owner(s) have obtained suitable liability insurance coverage on the premises sufficient to cover for property rental.

Please initial one of the following:

_____ Property contains two (2) bedrooms or less and will not be rented to more than eight (8) people, or

_____ Property contains more than two (2) bedrooms and will not be rented to more than ten (10) people, or

_____ Property enjoys benefit of Special Use Permit with the following conditions: _____

_____ I have read and am familiar with the Noise Ordinance contained in Section 7-17(D)(3) in the Zoning Code of the Town of Spafford and understand that the ordinance applies to the short term rental of my premises and will advise my renters the same.

_____ I have read Article VIII of the Town of Spafford Zoning Code pertaining to temporary rentals and understand its terms and will advise my renters the same.

_____ I have provided the tenant with a transfer station pass for trash removal. I have informed the tenant of the transfer station hours of operation and Rules and Regulations.

FOR USE BY TOWN OFFICIALS

Applicant has paid the required registration fee of \$ _____ for calendar year _____

Signed: _____
Town Official

Date: _____

LOCAL LAW FILING INSTRUCTIONS

NEW YORK STATE DEPARTMENT OF STATE
41 State Street, Albany, NY 12231

(Use this form to file a Local Law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of HUNTINGTON

Local Law 29 of the year 2017

A Local Law: AMENDING THE CODE OF THE TOWN OF HUNTINGTON
CHAPTER 160 (REGISTRATION AND PERMITTING OF PROPERTY)

Be it enacted by the TOWN BOARD of the

FILED
STATE RECORDS

Town of HUNTINGTON as follows:

JUL 18 2017

DEPARTMENT OF STATE

LOCAL LAW NUMBER 29 - 2017
AMENDING THE CODE OF THE TOWN OF HUNTINGTON
CHAPTER 160 (REGISTRATION AND PERMITTING OF PROPERTY)

Section 1. Amendment to the Code of the Town of Huntington, Chapter 160
(Registration and Permitting of Property), as follows:

**CHAPTER 160
REGISTRATION AND PERMITTING OF PROPERTY**

* * *

* * *

(existing text of Article remains)

**ARTICLE IV
SHORT TERM RENTALS**

§160-48. Definitions. As used in this article, the following words shall have the meanings indicated:

ASSEMBLY- Shall include but not be limited to a wedding, bachelor or bachelorette party, or similar party activity.

DWELLING UNIT - A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

DIRECTOR - The Director of the Department of Public Safety or his or her designee.

OWNER- An individual or group of individuals who are in possession of and have a fee interest in real property. The term "owner" shall not include a business entity or association, a trustee, receiver or guardian of an estate, or a mortgagee or lien holder.

OWNER-OCCUPIED - A one or two family house or multiple dwelling building used by the owner as his or her or their principal residence (domicile).

ROOM OR ROOMS - A bedroom or group of bedrooms in a one or two family house or multiple dwelling building used for short term rentals, where there are no provisions for eating or cooking, but may include the use of private or shared bathroom facilities.

SHORT TERM RENTAL - Can be comprised of dwelling unit(s), a room, or a group of rooms legally established within one or two family residences that are owner-occupied, including one-family, owner-occupied residences having valid accessory apartment permits, where the dwelling unit(s), room or group of rooms are rented, leased or otherwise assigned for a tenancy of less than thirty (30) consecutive days, and where no meals are served. The term "short term rental" does not include mixed-use buildings, multiple dwelling buildings, dormitories, hotel or motel rooms, bed and breakfast inns, or boarding or lodging houses.

§160-49. Prohibited Acts.

(A) Permit required. It shall be unlawful to use, establish, maintain, operate, occupy, rent or lease any property as a short term rental without first having obtained a short term rental permit. The failure or refusal to obtain a short term rental permit shall be deemed a violation of this Article.

(B) Owner-occupancy. It shall be unlawful to use, establish, maintain, operate, occupy, rent or lease any property as a short term rental if the property is not owner occupied. The failure of the owner to occupy the property as his principal residence (domicile) shall be deemed a violation of this Article.

(C) Advertisement. An application for a short term rental permit shall be filed before the room(s) or dwelling unit(s) are advertised for short term rental, and if the spaces are not advertised, then such permit shall be obtained before the room(s) or dwelling unit(s) are leased or rented. The short term rental permit number shall be noted on the advertisement. Any person who advertises the space for rent or lease, or rents the room(s) or dwelling unit(s) as short term rentals without first having obtained a short term rental permit shall be deemed to be in violation of this Article.

(D) Signage. It shall be unlawful to place signage on property advertising or identifying any portion of the property as a short term rental. Any person who violates the provisions of this section shall be deemed to be in violation of this Article.

(E) Parking. All vehicles attributable to short term rentals shall be parked on-site in parking spaces provided for such purpose when the vehicles are not in use. All parking shall comply with the provisions of §160-54(5). Any person who violates the provisions of this section shall be deemed to be in violation of this Article.

(F) Permitted number of days. It shall be unlawful for the property owner to use, establish, maintain, operate, occupy, rent or lease any portion of his property as a short term rental for more than one hundred and twenty (120) days out of a calendar year. A property owner may apply to the Director for a hardship exemption. Any person who violates the provisions of this section shall be deemed to be in violation of this Article.

(G) Number of bedrooms. It shall be unlawful for the property owner to use, establish, maintain, operate, occupy, rent or lease more than two (2) bedrooms within a dwelling unit. Any person who violates the provisions of this section shall be deemed to be in violation of this Article.

(H) Cooking and sleeping facilities. It shall be unlawful to have cooking facilities in rooms used for short term rental, except for those premises having a valid accessory apartment permit pursuant to Chapter 198. There shall not be any rooms for overnight guests other than in the main building on the lot. Any person who violates the provisions of this section shall be deemed to be in violation of this Article.

(I) Assembly. It shall be unlawful for a short term rental property to be utilized for assembly between 10:00pm and 7:00am. Any person who violates the provisions of this section shall be deemed in violation of this article.

(J) Conditions and restrictions. It shall be unlawful for a property owner to violate, fail, neglect or refuse to fully comply with any condition, restriction or requirement of the short term rental permit. Any person who violates the provisions of this section shall be deemed to be in violation of this Article.

§160- 50. Presumptive Evidence. The presence or existence of any of the following shall create a rebuttable presumption that a property is being utilized as a short term rental:

(A) The property is offered for lease or rent on a short term rental website, including but not limited to Airbnb, HomeAway, VRBO and similar websites; or

(B) The property is offered for lease or rent by the use of any other advertising mechanism for a period of less than thirty (30) days.

§160-51. Term of Permit.

A short term rental permit shall be valid for a period of one (1) year from the date of issuance unless sooner terminated or revoked.

§160-52. Application for permit.

(A) Application. Applications for short term rental permits shall be on forms provided by the Department of Public Safety and signed by each property owner. A non-refundable application fee of fifty (\$50.00) dollars per property shall be payable upon application. In no instance shall the filing of an application and payment of fees be construed as to exonerate the property owner of responsibility for compliance with the building, housing, fire and maintenance requirements of any local, county, state or federal agency having jurisdiction. Each application shall include the following:

- (1) The name and address, e-mail address, and contact numbers of all property owners; and
- (2) Government issued proof of residency of each owner with picture ID (driver's license, passport, etc.); and
- (3) The property address; the total number of dwelling units located within the building; the total number of bedrooms and bathrooms inside the building; the total number of dwelling units and individual bedrooms proposed for short term rental use; the location of each such dwelling unit or individual bedroom within the building; and the number of persons to be accommodated in each short term rental area; and
- (4) The number of existing on-site parking spaces, and the number of available on-site parking spaces for short term rentals; and
- (5) A signed and notarized certification in a form acceptable to the Director of Public Safety by each property owner attesting to the fact that no meal service is being provided; that the owner resides at the property and it is the owner's domicile (primary residence); that the property is fit for human habitation and safe; that the property owner will comply with all of the conditions and restrictions of the permit; that no portion of the area used for short term rentals will utilize a cellar or attic, or any portion thereof, as habitable space unless it meets the requirements of the International Fire and Building Code or successor law; that the property is in compliance with all the provisions of this Article, the applicable provisions of the town code, the International Fire, Building and Maintenance Codes; and the required building permits, certificates of occupancy and/or letters- in-lieu are in place for all existing structures on the property; and

(6) Such other information and/or documentation deemed necessary by the Director.

(B) Duty to amend. If the status of the information changes during the course of any calendar year, it is the responsibility of the owner to submit such changes to the Department of Public Safety in writing within thirty (30) days of the occurrence of such change. Failure to do so shall be deemed a violation of this article.

§160-53. Renewal of permit. A short term rental permit may be renewed by application to the Department of Public Safety as in the case of an original permit application, with payment of a non-refundable renewal fee of twenty-five (\$25) dollars and the production of any documents deemed necessary by the Director. All applications for a renewal of a permit shall be filed before the expiration of the original permit. A property owner whose permit has expired and has failed to file for a renewal of the permit shall be required to pay the amount of fifty (\$50) dollars as in the case of an original application, and a late fee of twenty-five (\$25) dollars. A permit may only be renewed by the same owner for the same property upon the payment of the requisite fees. .

§160-54. Issuance of permit; conditions and restrictions.

(A) Transferability. Short term rental permits are not transferable. Any person who transfers a permit or uses a permit that has been transferred shall be in violation of this Article.

(B) Authority of Director. The Director may issue a permit upon such restrictions and conditions he deems reasonable and necessary under the circumstances.

(C) Conditions and restrictions of permit. All permits issued pursuant to this Article shall be subject to the following conditions and restrictions, whether or not they are itemized on the permit:

(1) The property used for short term rental shall be the principal residence (domicile) of the owner at all times during the term of the permit; and

(2) There shall be no signage on the property advertising or identifying the short term rental; and

(3) The property shall have no commercial-type lighting outside the building; and

(4) All outward appearances of the property in which the short term rental will be located must remain as it was before the permit was issued. A new entrance (doorway) shall not be installed by the applicant to accommodate the short term rental. Landscaping around the house may be changed to accommodate the new use; and

(5) Sufficient on-site parking must be provided. Said parking shall be in a driveway or behind the main residence on the property that is under review for the permit.

Accommodations for one (1) car per short term rental stay and two (2) cars for the owner's family shall be the minimum off-street parking to be provided; and

(6) Every bedroom in a short term rental occupied by one (1) person shall contain at least seventy (70) square feet of floor area and every bedroom in a short term rental occupied by more than one (1) person shall contain at least fifty (50) square feet of floor area for each occupant thereof. Children under five (5) years of age shall not be included in the definition or calculation of occupancy; and

(7) No more than two bedrooms with separate or shared bathrooms within a dwelling unit shall be utilized for a short term rental; and

(8) There shall be no cooking facilities in rooms, except for those premises having a valid accessory apartment permit pursuant to Chapter 198. There shall not be any rooms for overnight guests, other than in the main building on the lot. There shall be no structural alterations that prevent the building from being used as a residence; and

(9) No more than a total of one hundred twenty (120) days of short term rentals shall occur within a calendar year; and

(10) Traffic attributed to the short-term rental must not result in significant adverse impacts to existing traffic patterns nor create a hazard to pedestrians in the neighborhood; and

(11) Compliance with the Provisions of Chapter 141 (Noise), Chapter 117 (Waste Management), and Chapter 124 (Housing Standards and Property Maintenance) of the Huntington Town Code shall be required; and

(12) There shall be no assembly at the short term rental property between 10:00pm and 7:00am; and

(13) The property owner shall maintain a registry of the names and dates of occupancy of the short-terms rental occupants. This registry may be produced for review upon request of the Director.

(D) Notification Requirements. The Director shall provide a packet of information with the issuance with each permit summarizing the restrictions, guidelines, and requirements applicable to the short term rental use. The property owner of the short term rental shall provide a copy of the information packet to the occupant(s) of the short term rental property.

§160-55. Denial of application; Procedure.

See Article III §160-28 of this Chapter as to procedure for denial of application.

§160-56. Final order.

See Article III §160-29 of this Chapter as to final order.

§160-57. Reapplication for a permit.

Once an application has been denied, no reapplication for a permit or a renewal of the permit shall be accepted for filing until the applicant has remedied the conditions that formed the basis for denial to the satisfaction of the Town.

§160-58. through §160-60. (Reserved)

§160-61. Basis for denial of a permit. An application for the issuance of a short term rental permit, or renewal thereof, may be denied under the following circumstances.

- (A) Failure of the owner to file a full, true and complete application; or
- (B) Failure of the property to be owner-occupied as the owner's principal residence (domicile); or
- (C) Occupancy of the property or the short term rental area(s), by the persons using the premises, creates a hazard or public nuisance or other condition which negatively impacts the use and/or enjoyment of surrounding properties, or threatens the peace and good order, or quality of life in the surrounding community.

§160-62. Revocation of a permit. The grounds upon which a permit can be revoked shall include but shall not be limited to:

- (A) The permit was issued in error, or issued in whole or in part as a result of a false, untrue, or misleading statement on the permit application or other document submitted for filing, including but not limited to the schematic or certification; or
- (B) The permit has been issued and the Town either has or is in the process of suspending or revoking the certificate of occupancy or letter in lieu for the rental property; or
- (C) A short term rental permit has been issued and the owner fails to continue to occupy the premises on a continuous basis as his primary residence (domicile); or
- (D) Failure to comply or violating the conditions and restrictions of the permit as established by the Director or Town.

§160-63. Revocation or suspension of the certificate of occupancy or letter in lieu for rental property.

See Article III §160-37 of this Chapter as to such revocation or suspension.

§160-64. Written notice.

(A) Written notice of the Town's intention to revoke a permit shall be served by registered or certified mail, return receipt requested, and by regular mail, to the applicant at the address shown on the application. If the notice is returned by the Post Office as undeliverable for any reason, as long as it was properly addressed, service of the notice shall be valid. Said notice shall state that the applicant is entitled to be represented by legal counsel at the hearing and may present the testimony of witnesses and such other evidence in his or her own behalf as may be deemed relevant or necessary.

§160-65. Conduct of hearing.

(A) At the administrative hearing the applicant shall be entitled to be represented by legal counsel and provided with an opportunity to be heard. He may present the testimony of witnesses, experts and other evidence in his own behalf as he deems necessary and relevant. The code officer or other person may appear and give testimony or submit evidence in support of the proposal to revoke the permit. All hearings shall be recorded and may be adjourned by the Hearing Officer upon good cause shown.

(B) Administrative Hearing Officer. The Hearing Officer shall consider the evidence presented and shall submit his or her findings in writing within fifteen (15) days of the close of the hearing or sooner. A copy of the Hearing Officer's report shall be filed with the Department of Public Safety and Huntington Town Clerk and served on the applicant or applicant's attorney in the same manner as the original notice. The Hearing Officer's report shall be final as to the Town of Huntington.

§160-66. Final order.

The failure of the applicant or his attorney to appear at the administrative hearing shall result in the automatic revocation of the short term rental permit. The order of revocation shall be mailed to the applicant or his attorney in the same manner as the original notice.

§160-67. Effect of Revocation.

If a permit is revoked, no application for a new permit will be accepted for filing until the applicant has remedied the conditions that formed the basis of the revocation to the satisfaction of the Director, if applicable. Once remedied, the applicant will have to apply for a new permit and pay a one-hundred and fifty (\$150) dollar application fee.

§160-68. through §160-71. (Reserved)

**ARTICLE V
ADMINISTRATIVE REMEDIES AND PENALTIES**

§160-72. Authority of the Town.

* * *

§160-73. Penalties for offenses.

(A) Fines.

(1) A violation of Article III of this Chapter shall be punishable by a fine or penalty of not less than one hundred and fifty (\$150) dollars nor greater than seven hundred fifty (\$750) dollars, a conviction of a second offense, within a period of five (5) years of the first conviction, shall be punishable by a fine or penalty of not less than seven hundred and fifty (\$750) dollars nor greater than one thousand five hundred (\$1,500) dollars; and a conviction of a third or subsequent offense, within a period of five (5) years of the second conviction, shall be punishable by a fine or penalty of not less than one thousand five hundred (\$1,500) dollars nor greater than two thousand five hundred (\$2,500) dollars. Each week or part thereof the violation continues shall be deemed a separate and distinct offense punishable in like manner.

(2) A violation of Article IV of this Chapter shall be punishable by a fine or penalty of not less than one hundred and fifty (\$150) dollars nor greater than five hundred (\$500) dollars; a conviction of a second offense, within a period of five (5) years of the first conviction, shall be punishable by a fine or penalty of not less than five hundred (\$500) dollars nor greater than seven hundred and fifty (\$750) dollars; and a conviction of a third or subsequent offense, within a period of five (5) years of the second conviction, shall be punishable by a fine or penalty of not less than seven hundred and fifty (\$750) dollars nor greater than two thousand (\$2,000) dollars. Each week or part thereof the violation continues shall be deemed a separate and distinct offense punishable in like manner.

* * *

Section 2. Severability.

If any clause, sentence, paragraph, subdivision, section, or other part of this local law shall for any reason be adjudged by any court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair or invalidate the remainder of this local law, and it shall be construed to have been the legislative intent to enact this local law without such unconstitutional or invalid parts therein.

Section 3. Effective Date.

This local law shall take effect immediately upon filing in the Office of the Secretary of the State of New York.

(Complete the Certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable)

1. (Final adoption by local legislative body only).

I hereby certify that the local law annexed hereto, designated as Local Law No. 29 of 2017 of the Town of Huntington was duly passed by the Town Board on July 11, 2017 in accordance with the applicable provisions of law.

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.



Title: ~~JO-ANN RAIA, TOWN CLERK~~

Date: JULY 13, 2017

(Seal)

Chapter 215. Zoning

Article V. Supplementary Regulations

§ 215-44.1. Short-term rental regulations.

[Added 2-12-2020 by L.L. No. 1-2020]

- A. Intent. To guide the future growth of the Town, while preserving the rural character of the neighborhood, protect the health, safety and welfare of surrounding community, residents of the Town, and the short-term rental transient occupants. Promote a beneficial way for property owners to monetize extra space in exchange for rental income to offset expense, maintain properties aesthetics and values within a neighborhood.
- B. Permit required. An owner shall obtain a revocable short-term rental permit whenever a dwelling unit, apartment within a dwelling unit, or any bedroom within a dwelling unit, is to be used for short-term rental purposes.
- (1) A short-term rental permit shall be obtained prior to using the unit as a short-term rental.
 - (2) A short-term rental permit shall be valid for one calendar year and must be renewed upon expiration as long as the unit is used as a short-term rental.
 - (3) The short-term rental permit is transferrable to a new owner of said premises, so long as the owner registers with the Town updating the short-term rental permit application, and agree in writing to comply with the requirements of the short-term rental permit and these regulations.
 - (4) If the terms of the short-term rental permit are violated or these regulations not followed, the short-term rental permit may be revoked by the Building Inspector subject to the penalties of Chapter 11 of the Code of Pawling, and the penalties set forth below.
 - (5) Owners of existing short-term rentals must file for a permit within six months of the effective date of this chapter in order to be in conformity with the local law.
- C. Notification to neighbors:
- (1) As a condition precedent to submitting an application for a short-term rental permit, the applicant must send written notification to all property owners within the following radius of the subject property of the applicant's intent to apply for a short-term rental permit, by certified mail, return receipt requested:
 - (a) If a subject property is located partially or wholly within a commercial zoning district, the Highway Business, or CD-5 Zoning District, a radius of 500 feet;
 - (b) If a subject property is located partially or wholly within the R-3 or R-4 Zoning District, a radius of 300 feet; or
 - (c) If a subject property is located partially or wholly within the R-1 or R-2 Zoning District, a radius of 150 feet.

- (2) The applicant shall obtain the most current addresses for the neighboring property owner's from the assessor's office. Such notice must include:
 - (a) The number of rooms that the applicant intends to rent on a short-term basis. If the application is for the entire house, then the notice shall include the number of bedrooms, as defined below, within the house.
 - (b) The names and contact information for all property owners of the short-term rental, including current telephone number and email addresses.
 - (c) The name, address, telephone number and email address of a contact person, who shall be responsible and authorized to act on the owner's behalf to promptly remedy any violation of these standards or the permit. The contact person may be the owner or an agent designated by the owner to serve as a contact person.
 - (d) The parking plan for the short-term rental.
 - (3) With the application the applicant must provide a notarized affidavit affirming that the certified mailings have been sent, a list of the property owners within the specified distances and copies of any and all receipts and return receipts.
- D. Short-term rental permit application requirements. An application for (or renewal of) a short-term rental permit signed by all persons and entities having ownership interest in the subject property, shall be submitted to the Building Inspector, shall be accompanied by payment of a permit fee, to be determined by the Town Board by separate resolution, shall by a copy of the current vesting deed showing how title to the subject property is then held, shall be completed on a form provided by the Town, and shall provide the following information:
- (1) A list of all property owners of the short-term rental, including names, addresses, telephone numbers and email addresses.
 - (2) Completion of a signed and notarized affidavit by all property owners certifying the following:
 - (a) Compliance with the following standards:
 - [1] There shall be one functioning smoke detector in each sleeping room and at least one functioning smoke detector in at least one other room, one functioning fire extinguisher in the kitchen and at each exit, and at least one carbon monoxide detector. In addition, the premises must comply with all NYS Building and Fire Code regulations, as the same may be amended.
 - [2] Exterior doors shall be operational and all passageways to exterior doors shall be clear and unobstructed.
 - [3] Electrical systems shall be serviceable with no visual defects or unsafe conditions.
 - [4] All fireplaces, fireplace inserts or other fuel burning heaters and furnaces shall be vented and properly installed.
 - [5] Each sleeping room shall have an exterior exit that opens directly to the outside, or an emergency escape or rescue window.
 - (b) The number of sleeping rooms within one short-term rental, as defined in this section.
 - (c) The number of parking spaces on the property that meet the standards set forth below.
 - (d) Affidavit certifications shall be valid during the term of the short-term rental permit, or until modifications requiring a building permit are made. If relevant circumstances on the property change or for any reason the certification is or becomes inaccurate, a new certification shall be submitted.
 - (e) Affidavit pursuant to Chapter 67 of the Town Code, entitled "Application Processing" certifying that there are no violations on the property.

- (3) A detailed plan, drawn to scale, showing the location of buildings, required parking and, if not served by a public sewer, the location of the septic system and leach field. An accurate, suitable plan need not be prepared by a professional.
- (4) If the property is served by a private septic system, a septic inspection report, dated within 90 days of the date of the application, stating the size of the tank(s) and leach or absorption field or area and location and condition of all septic system components. The Building Inspector has the discretion to accept a report of a septic company. The report must state the septic system was adequately functioning at the time of inspection. The maximum occupancy of the short-term rental unit shall be limited by the number of bedrooms allowed for the size of the septic tank and leach or absorption area, as set forth in the regulations of the NYS Department of Health, Appendix 75-A of Part 75 of Title 10 of the New York Code of Rules and Regulations, as amended, and regulations and/or standards applicable to aerobic septic systems. A system failure will require a new passing inspection report.
- (5) The name, address, telephone number and email address of a contact person, who shall be responsible and authorized to act on the owner's behalf to promptly remedy any violation of these standards or the permit. The contact person may be the owner or an agent designated by the owner to serve as a contact person.
- (6) A statement that the applicant has met and will continue to comply with the standards of these regulations and the permit.

E. Short-term rental standards. All short-term rentals shall meet the following standards:

- (1) The maximum occupancy for each short-term rental shall be the smaller of:
 - (a) Twenty individuals; or
 - (b) The maximum number of people allowed based on the septic inspection report, if applicable; or
 - (c) The number of people calculated on the basis of two persons per sleeping room (unless the room size is below 100 square feet). For this purpose, a sleeping room is defined as a fully enclosed habitable space of at least 70 square feet for one person and 100 square feet for two persons, with an emergency escape or rescue opening.
- (2) The property must have sufficient off street parking spaces in compliance with the requirements of § 215-34, Off-street parking and loading, of this chapter, to accommodate the maximum occupancy.
- (3) Tenants and guests shall park in the off street parking spaces required by § 215-34 of the Town Code and shall not park on the street.
- (4) A house number visible from the street or road shall be maintained.
- (5) Provisions shall be made for garbage removal during rental periods. Garbage containers shall be secured with tight-fitting covers at all times to prevent leakage, spilling of odors, and placed where they are not clearly visible from the street or road except around pick-up time.
- (6) Advertisements for the short-term rental must conform to what is allowed under these regulations and the short-term rental permit. All signs must comply with any and all requirements of the Town of Pawling Town Code.
- (7) No short-term rental shall be used for a special event as defined in Town Code § 215-44.2 without first applying for and obtaining a special event permit consistent with the provisions of said chapter.

F. Procedure upon filing application.

- (1) Upon filing the complete permit application, fee, and supporting affidavits with the Town Building Inspector, the Town Building Inspector shall have 30 days to review the application,

inspect the property, and then either issue the permit, with or without conditions, or notify the applicant in writing that the application has been denied along with the reason or reasons for denial. If a permit is issued, the permit shall bear the signature of the Building Inspector.

- (2) In submitting the application for a new permit or any renewal, the owner consents to an inspection of the property to ensure compliance with all conditions.
- (3) In issuing a short-term rental permit, the Building Inspector may impose such reasonable conditions and restrictions as are directly related to and incidental to the use of the property for short-term rentals so long as such conditions and restrictions are consistent with the requirements of the Town Code and are imposed for the purpose of minimizing any adverse impact the issuance of the short-term rental permit may have on the neighborhood or community. The Building Inspector may review any written complaints or concerns of neighbors and take such complaints and concerns into account when determining reasonable conditions.
- (4) The Town Building Inspector may deny an application for any of the following reasons:
 - (a) The application is incomplete, the documentation required by this chapter was not included with the application or the full permit fee, in payment form acceptable to the Building Department, was not included with the application.
 - (b) The Town of Pawling issued a short-term rental permit to any of the owners of the subject property and any of such owners had a short-term rental permit revoked within the previous year.
 - (c) The affidavit from the owners or an inspection conducted by the Building Inspector as authorized in this section evidences that the subject property is not in compliance with this chapter or Chapter 67.
 - (d) The detailed plan submitted with the application does not comply with the requirements of this section.
 - (e) A private septic inspection report submitted with the application does not comply with the requirements of this section and with all East of Hudson requirements for maintenance of such septic systems as the same may be amended from time to time.
- (5) Short-term rental permits issued pursuant to this section shall state the following:
 - (a) The names, addresses and phone numbers of every person or entity that has an ownership interest in the short-term rental property and of a primary contact person who shall be available during the entire time the short-term rental property is being rented;
 - (b) The maximum occupancy and vehicle limits for the short-term rental unit;
 - (c) Identification of the number and location of parking spaces available;
 - (d) A statement that littering is illegal;
 - (e) A statement that all outdoor fires must be attended;
 - (f) A statement that guests must comply with the noise ordinance of the Town of Pawling, as set forth in § 215-35, which ordinance will be enforced by any law enforcement agency properly exercising jurisdiction over the premises or incident;
 - (g) A statement that the short-term rental permit may be revoked for violations; and
 - (h) Any conditions imposed by the Town Building Inspector.

G. Conformity and display of permit.

- (1) The issuance of a short-term rental permit is subject to continued compliance with the requirements of these regulations.

- (2) Prior to any tenants coming onto the short-term rental property:
 - (a) The current short-term rental permit shall be prominently displayed inside and near the front entrance of the short-term rental; and
 - (3) The owners must ensure that current and accurate information is provided to the Town Building Inspector and that they notify the Building Inspector immediately upon any information contained on the permit changing.
- H. Compliance, hearings and penalties. Owners of short-term rental units shall obey all applicable laws, ordinances and regulations of the Town of Pawling, Dutchess County, New York State and shall be subject to the enforcement and penalty proceedings contained in this chapter. The following process shall be followed in the event of a complaint alleging a violation of these regulations or a permit issued under these regulations:
- (1) The complaining party must file a complaint with the Building Inspector on a form provided by the Building Department including the date, time and nature of the alleged violation. The complaining party may also contact the local police/sheriff department. A copy of the complaint must be provided to the Building Department.
 - (2) The Town Building Inspector shall investigate the complaint. Any person who commits or permits any act in violation of any provisions of this chapter shall be deemed to have violated this chapter and to have committed a misdemeanor against the chapter and shall be liable to the following penalties, following prosecution consistent with the laws of the State of New York:
 - (a) For each violation of the provisions of this chapter, the person violating the same shall be subject to a fine of not more than \$500 nor less than \$100 or imprisonment not to exceed one year, or to both such fine and imprisonment.
 - (3) In addition to finding a violation, the Building Inspector may do any of the following depending on the circumstances:
 - (a) Attach reasonable conditions to the existing short-term rental permit;
 - (b) Suspend the short-term rental permit; and/or
 - (c) Revoke the short-term rental permit.
 - (4) Should a permit be revoked, none of the owners of the short-term rental property will be permitted to apply for any short-term rental permit for one year from the date of revocation.
 - (5) The Town may initiate enforcement proceedings under this chapter at any time following receipt of a complaint.
 - (6) In addition to the above-provided penalties, the Town Board may maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this chapter.

Town of Kent
POLICE DEPARTMENT

40 SYBIL'S CROSSING, KENT LAKES, NEW YORK 10512

Address All Communications
To: Chief of Police
kentpolice@townofkentny.gov

Emergency: (845) 225-4600
Office: (845) 225-5646
Fax: (845) 306-5288

5/1/24

Supervisor McGlasson & Kent Town Board
Town of Kent
25 Sybil's Crossing
Carmel, NY 10512

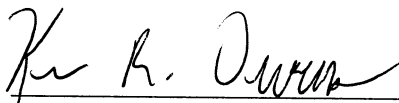
Dear Supervisor McGlasson & Kent Town Board,

The Town of Kent Police Department currently has a vacancy at the position of Detective Sergeant. After interviewing all of the eligible candidates, it is my recommendation that we promote Sgt. Corey Ashe to the rank of Detective Sergeant.

Therefore, I respectfully request the Town Board appoint Sgt. Corey Ashe to the rank/position of Detective Sergeant at the May 7th, 2024 - Town Board meeting. Promotion to be effective May 12th, 2024.

I would like to take this opportunity to thank the board in advance.

Respectfully,



Chief Kevin R Owens

Serving Our Community 24 Hours A Day

Town of Kent
POLICE DEPARTMENT

40 SYBIL'S CROSSING, KENT LAKES, NEW YORK 10512

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May 1, 2024

Supervisor McGlasson & Kent Town Board
Town of Kent Administrative Offices
25 Sybil's Crossing
Carmel, New York 10512

Dear Supervisor McGlasson & Kent Town Board:

The Town of Kent Police Department respectfully requests permission to purchase new weapons and accessory equipment (sights/holsters/magazine pouches/etc) for our police and court officers. Many of our current weapons are older and with the inception of new technology for the sights it will make for a much more efficient & safer combination for our residents and officers.

Attached is a quote outlining all of the equipment that is included, Lieutenant VanderWoude and our Range Officers worked on the project together. All of the equipment was on a state bid or below that cost. The total cost of the project is \$27,531.75.

The monies for this purchase would come from the remainder of the insurance payout from the 2 vehicles that were recently damaged in accidents. We are only replacing one of the damaged vehicles.

Thank you for your time and consideration.

Respectfully,


Chief Kevin R Owens

Serving Our Community 24 Hours A Day

We obtained (3) quotes for the firearms project (see attached). Atlantic Tactical is on state bid.

Witmer appeared to be the most responsive and knowledgeable in the equipment and had the best price for the Firearm. Overall suggestion would be to purchase Firearms, Lights and holsters through Witmer along with trading the existing firearms. Holosun Sights can be purchased through Kulak and will save approximately \$650. Adapter plates can be purchased directly through C&H at a price of \$55.25 which will result in savings of approximately \$130.

Existing ammo should be traded to Amchar and new ammo purchased utilizing the trade in.

Using the above noted prices totals are as follows:

Witmer Public Safety: 14,656.56 (Including Trade-in values)

C&H Precision: \$1,491.75

Kulak: \$9,746.19

Amchar: \$1,637.25 (Including trade-in values)

Overall Recommendations

S&W SKU13808	\$508.18	Witmer
Holosun 509T	\$360.97	Kulak
C&H Precision MP	\$55.25	C&H Precision
Streamlight TLR-1HL	\$146.00	Witmer
Blackhawk holster	\$113.00	Witmer
Glock Trade In Value	-\$230.00	
Total Per PO	\$953.40	
Total Per CO	\$807.40	C/O Will not receive new weapon lights
Admin	\$565.00	
ERT Quick Disconnect	\$317.70	
Duty Ammo	\$1,613.85	Amchar
Practice Ammo	\$3,737.40	Amchar
Trade in Duty Ammo	-\$564.00	Amchar
Trade in Practice Ammo	-\$3,150.00	Amchar
Witmer (Firearms, Holsters, Lights)	\$14,656.56	
C&H Precision (Mounting Plates)	\$1,491.75	
Kulak (Holosun Sights)	\$9,746.19	
Amchar (Ammo)	\$1,637.25	
Total Project Price	\$27,531.75	

We obtained (3) quotes for the firearms project (see attached). Atlantic Tactical is on state bid.

Witmer appeared to be the most responsive and knowledgeable in the equipment and had the best price for the Firearm. Overall suggestion would be to purchase Firearms, Lights and holsters through Witmer along with trading the existing firearms. Holosun Sights can be purchased through Kulak and will save approximately \$650. Adapter plates can be purchased directly through C&H at a price of \$55.25 which will result in savings of approximately \$130.

Existing ammo should be traded to Amchar and new ammo purchased utilizing the trade in.

Using the above noted prices, total project cost is projected to be **\$27,531.75**

Atlantic Tactical

S&W SKU13808	\$592.03
Holosun 509T	\$365.68
C&H Precision MP	\$60.00
Streamlight TLR-1HL	\$138.61
Blackhawk holster	\$113.00 Not a dealer - price from Witmer
Glock Model 45	\$0.00
Glock Trade In Value	-\$255.12
Total Per PO	\$1,014.20
Total Per CO	\$875.59 C/O Will not receive new weapon lights
Admin	\$565.00
ERT Quick Disconnect	\$317.70
Duty Ammo	\$1,613.85 Price from Amchar
Practice Ammo	\$3,737.40 Price from Amchar
Trade in Duty Ammo	-\$611.00
Trade in Practice Ammo	-\$2,800.00
Holosun 509T (Kulak Price)	360.97
Total Project Price	\$29,513.42
Total Project Price with Kulak RDS	\$28,864.61

	Atlantic Tactical	Jurek Bros	Witmer PS	Kulak	Amchar	Notes		
S&W SKU13808	592.03			508.18 n/a		0	FMI Trade in	-3150
Holosun 509T	365.68			385		Kulak is Holosun Only	HP Trade in	-564
C&H Precision MP	60			60 n/a		Atlantic is not a C&H dealer - price entered is from Witmer Tac	Ammo Trade Total	-3714
Streamlight TLR-1HL	138.61			146 n/a		124.65		
Blackhawk holster	113			113 n/a		94.32 Atlantic is not a Blackhawk dealer - price entered is from Witmer Tac	Total for PO's	22096.3
Glock Model 45	0		0	0 n/a		815 Glock includes holosun and mounting plate	Total fo CO's	4060.75
Glock Trade In Value	-252			-230		-235	Total	26157.05
Total With RDS (PO)	1017.32			982.18		798.97	FMI Ammo New	3737.4
Total With RDS from Kulak (PO)	1012.61			958.15	n/a		HP Ammo New	1613.85
Total Price Per Court Officer	878.71			836.18		674.32 Court Officers will not have weapon lights purchased	Total New Ammo	5351.25
Total Price Per Court Officer (Kulak)	874			812.15			Mag Pouches	624
Admin and ERT Holsters				1017		848.88	Admin Holsters	848.88
Esstac Mag Pouches							Total upgrade cost	29267.18
Ammo Trade Value								
FMI	0.16 per round		.10 per round		0.18 per round			
HP	.26 per round		.15 per round		.24 per round			

Witmer PS

S&W SKU13808	\$508.18
Holosun 509T	\$385.00
C&H Precision MP	\$60.00
Streamlight TLR-1HL	\$146.00
Blackhawk holster	\$113.00
Glock Model 45	\$0.00
Glock Trade In Value	-\$230.00
Total Per PO	\$982.18
Total Per CO	\$836.18 C/O Will not receive new weapon lights
Admin	\$565.00
ERT Quick Disconnect	\$317.70
Duty Ammo	\$1,613.85
Practice Ammo	\$3,737.40
Trade in Duty Ammo	-\$338.00
Trade in Practice Ammo	-\$1,750.00
Holosun 509T (Kulak Price)	360.97
Total Project Price	\$29,934.81
Total Project Price with Kulak RDS	\$29,286.00

Jurek Brothers

S&W SKU13808	\$549.00
Holosun 509T	\$399.00
C&H Precision MP	\$60.00
Streamlight TLR-1HL	\$144.95
Blackhawk holster	\$119.95
Glock Model 45	\$0.00
Glock Trade In Value	-\$225.00
Total Per PO	\$1,047.90
Total Per CO	\$902.95 C/O Will not receive new weapon lights
Admin	\$599.75
ERT Quick Disconnect	\$317.70
Duty Ammo	\$1,799.80
Practice Ammo	\$5,165.20
Trade in Duty Ammo	-\$338.00 Amchar Trade-In
Trade in Practice Ammo	-\$1,750.00 Amchar Trade-In
Holosun 509T (Kulak Price)	360.97
Total Project Price	\$33,363.00
Total Project Price with Kulak RDS	\$32,714.19

Overall Recommendations

S&W SKU13808	\$508.18	Witmer
Holosun 509T	\$360.97	Kulak
C&H Precision MP	\$55.25	C&H Precision
Streamlight TLR-1HL	\$146.00	Witmer
Blackhawk holster	\$113.00	Witmer

Glock Trade In Value - \$230.00

Total Per PO \$953.40

Total Per CO \$807.40 C/O Will not receive new weapon lights

Admin \$565.00

ERT Quick Disconnect \$317.70

Duty Ammo \$1,613.85

Practice Ammo \$3,737.40

Trade in Duty Ammo -\$564.00

Trade in Practice Ammo -\$3,150.00

Total Project Price \$27,531.75

Town of Kent
POLICE DEPARTMENT

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Fax: (845) 306-5288

May 1, 2024

Supervisor McGlasson & Kent Town Board
Town of Kent Administrative Offices
25 Sybil's Crossing
Carmel, New York 10512

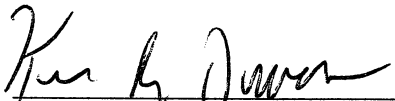
Dear Supervisor McGlasson & Kent Town Board:

The Town of Kent Police Department respectfully requests permission to purchase a fully equipped 2023 Dodge Durango Police Pursuit SUV for the price of \$44595.00 from "Joe Ceconi's Chrysler" using a (New York State Municipal Bid Contract).

Attached is a quote outlining all of the equipment that is included, Sgt. Corey Ashe worked on the specifications. The monies for this purchase would come from the insurance payout from the 2 vehicles that were recently damaged in accidents.

I would like to take this opportunity to thank you in advance.

Respectfully,



Chief Kevin R. Owens

Serving Our Community 24 Hours A Day

Falls Dodge DBA:

Joe Cecconi's Chrysler Complex

2380 Military Rd
Niagara Falls, NY 14304
(716) 286-9063

Gov.fleet@joecs.com

716-512-2451 Direct

Quote

Town of Kent

Description	Qty	Unit price	Total price
Dodge Durango White VIN 1C4SDJFT1PC674834	1	\$44,595.00	\$44,595.00

Notes:

Subtotal **\$44,595.00**

Pricing Includes Dealer Doc Fee

Pricing Assumes Tax Exempt and Joe Cecconi's does not register

\$44,595.00

2 DODGE 2 DURANGO PURSUIT AWD

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC LIMITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES. MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION.

Base Price: \$41,415

DODGE DURANGO PURSUIT VEHICLE AND EQUIPMENT
 Exterior Color: White, Kincaid Clear-Coat Exterior Paint
 Interior Color: Black (Interior Color)
 4-Wheel Disc Brakes with 4-Wheel ABS
 17" x 7.5" x 7.5" Steel Wheel with 215/65R17
 1-Transmission, 1-Speed Automatic, 5-Speed Transmission
STANDARD EQUIPMENT (see dealer for optional equipment)
FUNCTIONAL SAFETY FEATURES

Durango Pursuit Model
 Improved Power Windows Electric Shift
 Power Windows, Mirror, Power Locks
 Power ABS 4-Wheel Heavy-Duty Disc Brakes
 Police-Tuned Suspension
 Engine Hour Meter
 Equipment Mounting Bracket
 Spare Tire Package
 Police Light Console
 Black Vinyl Floor Covering
 Additional Key Fobs
 130-MPH Maximum Speed Calibration

Available Packages:
 Advanced Handling Package
 Supplemental Side-Curtain Air-Roller Air bags
 Supplemental Front Seat-Mounted Side Air Bags
 ParkView Rear Back-Up Camera
 ParkView Rear Park Assist with Shift Brake-Spot and Cross-Traffic Detection
 4-Wheel 17-Speed Control
 Enhanced Accident-Response System
 Class IV Receiver-Hill
 Electronic Stability Control
 Hill-Slope Assist
 34.6-Gallon Fuel Tank
 Backup Camera-Only
 Rear-Seat Belt
 220-Watt Auxiliary
 Spot Lamp Wiring Prep

INTERIOR FEATURES
 Upholstered 4-Way 8-Way Total Screen Display
 Apple CarPlay
 Google Android Auto in
 Simultaneous with 5.4-Inch Radio with Call 900-445-2192
 Integrated Voice Command
 Steering Wheel-Mounted Audio Controls
 8-Way Power Driver and Manual Passenger Seats
 4-Way Power Lumbar Adjustable Driver Seat
 Air Conditioning with 3-Zone Automatic Temp Control

Agency: Pauline of ERIC DETROIT, MICHIGAN, U.S.A.
 MC-104-804FHBC-674354 12.2020 2700



THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC LIMITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES. MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION.

17.1 Fuel-Economy (Shipping-Column)
 Tire Pressure Monitoring System
EXTERIOR FEATURES
 16-Inch x 7.5-Inch Steel Wheel
 Right-Front Cam
 22-Speed BSW On-Off Road Tires
 Precision Brake Tires
 Full-Size Spare Tire with Matching Wheel
 Heated Mirrors with Fog-Light
 Rear Window Wiper/Washer

OPTIONAL EQUIPMENT (New Region Standard Equipment)
 Customer-Preferred Package 2ZZ
 \$341-Plus Gear
 Fuel Tank Side-Pipe Shield
 Transfer Case Side-Pipe Shield
 Front Suspension Side-Pipe
 Underbody Side-Pipe
 Downside Rear Door/Windows
 \$71-VERIFIED MSRP
 2-Speed On-Demand Transfer Case
 Dual Rear Exhaust with Bright Tips
 Enter Power-Window Key (FR021)
 Black LED Spot Lamp

Destination Charge \$1,585

TOTAL PRICE: *

**5 Year/60,000 Mile
 POWERTRAIN WARRANTY**

WARRANTY COVERAGE
 5-Year or 60,000-mile Powertrain Limited Warranty
 3-Year or 36,000-mile Basic Limited Warranty
 Ask Dealer for a copy of the limited warranties or
 see your owner's manual for details.

For more information visit: www.dodge.com
 or call: 1-800-4ADODGE

FCA US LLC

EPA Fuel Economy and Environment

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.

17 MPG Standard SUV AWD range from 14 to 102
 The best vehicle rates: 132 MPGe.

5.9 combined est./mpg
 gallons per 100 miles

14 city **22** highway

Smag Rating (Smag only)

You spend \$7,000
 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$3,000

Fuel Economy & Greenhouse Gas Rating (Smag only)

1 3 10 10

Best

Smartphone OR Code

fuelconomy.gov

Calculate personalized estimates and compare vehicles.

Annual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. EPA estimates are based on a standard 15-gallon tank. EPA estimates are based on a standard 15-gallon tank. EPA estimates are based on a standard 15-gallon tank.

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4238

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS COUNTRY:
 U.S./CANADIAN PARTS CONTENT: 70%
 MAJOR SOURCES OF FOREIGN PARTS CONTENT:
 MEXICO: 19%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
 FINAL ASSEMBLY POINT:
 DETROIT, MICHIGAN, U.S.A.
 COUNTRY OF ORIGIN:
 ENGINE: MEXICO
 TRANSMISSION: GERMANY

VEHICLE PROTECTION

1-800-4ADODGE

FOR MORE INFORMATION VISIT: www.dodge.com



Deliverables: B&L will furnish electronic copies of both PERs to the Town for the Town's review and use on subsequent grant opportunities.

Task 3 – IUP Project Listing

With the previous PER split into two (2) PERs, B&L will submit the two (2) projects on the NYSEFC Intended Use Plan (IUP) project listing. Submission on the project listing may make the projects eligible for low-interest financing through NYSEFC for the projects for portions that are not covered by grant funding. As part of the project listing form, B&L will list the Town for consideration for BIL grant funds under the emerging contaminant designation for the Town's PFAS removal project. The project listing form, together with the EFC-compliant PER, is due June 14, 2024.

Deliverables: Electronic copies of Project Listing Forms for each project.

Task 4 – WIIA Grant Applications

Concurrently with the IUP Project Listings, B&L will prepare a WIIA grant application for each of the Town's projects, delineated by the two (2) PERs in Task 2. The WIIA grants will be submitted for the full scope of recommendations made in the PERs. Submission of these WIIA grant applications will require an authorizing resolution from the Town, which B&L will assist the Town in preparing. Fees for the WIIA grant applications are broken out separately in the fee breakdown in this proposal, in the event the Town wishes to only seek WIIA grant funding for the PFAS removal project. If that is the case, the efforts in Tasks 1 through 3 will still be required as described above.

Deliverables: Electronic copies of full WIIA grant applications for each project.

Assumptions

The following tasks have already been completed for the project and are not included in our scope of services in this proposal:

- State Environmental Quality Review (SEQR)
- State Historic Preservation Office (SHPO) Review
- Map, Plan and Report and Bonding Assistance (Existing Bond resolution will be used for the WIIA application submissions)
 - Town of Kent to consult its bond counsel to confirm this. B&L can assist with bond resolution amendment, if needed.

Fee for Services

Barton & Loguidice, D.P.C. proposes to provide the engineering services described herein for the fees as shown below.

Tasks 1 -3 (Kickoff, PERs & IUP Listing Forms)	\$10,600	(Lump Sum)
Task 4a (WIIA Grant Application for PFAS)	\$ 3,600	(Lump Sum)
Task 4b (WIIA Grant Application for Storage)	\$ 3,600	(Lump Sum)
	<hr/>	
	\$17,800	Total Fee



We would not exceed this amount unless the Town first authorizes a modification of the scope and fee. Invoices would be submitted monthly to the Town. This work will be completed in accordance with the attached NYSEFC's Standard Terms and Conditions. Upon completion of these project development phases, B&L would then provide a supplement under this agreement for engineering services for the preliminary and final design, permitting, bidding and construction phase services.

Thank you for the opportunity to be of continued service to the Town of Kent. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Donald H. Fletcher', is written over the printed name.

Donald H. Fletcher
Principal

JAB/GAF

Attachments NYSEFC Program Requirement Packet
Standard Terms & Conditions

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Kent ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Jaime McGlasson, Town Supervisor
Town of Kent

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.



Mandatory State Revolving Fund Terms and Conditions

**For Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

- Construction**
 - Treatment Works and Drinking Water Projects**
 - Non-Treatment Works**

 - Non-Construction**
-

Effective October 1, 2023

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises (“MWBE”) participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Contracts Meeting Article 15-A Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State Contracts meeting Article 15-A thresholds.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 (“Title VI”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A (“Title VII”) for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 (“Federal Affirmative Action Regulations”) for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 (“Section 504”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 (“Age Discrimination Act”) for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%**. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to all Construction Contracts and Subcontracts

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>.
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor’s website, <https://beta.sam.gov/> .

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 2. The classification is utilized in the area by the construction industry; and,
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 3](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in [ESD's MWBE Directory](#). A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation
Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	GIGP No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer:		Email:	Phone #:
Address of MBO:			
Electronic Signature of MBO:			
<input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.		Date:	

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other:			
If certified, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE.			
Address:		Phone #:	Fed. Employer ID #:
Description of Work:		Email:	
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total
Total Contract Amount: \$		PROPOSED MWBE Participation	
MWBE Eligible Contract Amount: \$		Total: % \$	Total: % \$
(MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			

**NYS Environmental Facilities Corporation
Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION

This Submittal is: The First/Original Utilization Plan Revised Utilization Plan #:

NYS Certified M/WBE Subcontractor Info		Contract Amount:	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			

**NYS Environmental Facilities Corporation
Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued

Business Name:	Fed. Employer ID#:
Address:	Phone #:
Scope of Work:	Email:
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:
Full Contract Amount: \$	

Business Name:	Fed. Employer ID#:
Address:	Phone #:
Scope of Work:	Email:
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:
Full Contract Amount: \$	

Business Name:	Fed. Employer ID#:
Address:	Phone #:
Scope of Work:	Email:
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:
Full Contract Amount: \$	

Business Name:	Fed. Employer ID#:
Address:	Phone #:
Scope of Work:	Email:
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:
Full Contract Amount: \$	

SIGNATURE

Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.	Date:
Name (Please Type):	

Attachment 2 – AIS Contractor’s Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.: _____

SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation

New York State Environmental Facilities Corporation CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS 40 CFR Part 34

SRF Project No.:

Recipient:

Project Description:

[Redacted boxes for SRF Project No., Recipient, and Project Description]

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:

[Redacted signature and contact information boxes]



Cornerstone Associates

Environmental Planning Consultants
1770 Central Street
Yorktown Heights, NY 10598
Phone: (914)-299-5293

April 12, 2024

To: Town Board

From: Bruce Barber
Town of Kent Environmental Planning Consultant

Re: **A-Class Builders Sewer Collection Allocation Referral**
480 Route 52
Section 33.56 Block 1 Lot 14

Dear Supervisor McGlasson and Members of the Town Board.

The Planning Board received an application executed by Brian Finney on March 25, 2024 for site plan approval and associated permits to construct the following improvements on the above referenced site :

“Build a three-story building, ten one-bedroom apartments, five commercial storers and parking for 55 vehicles”.

The subject parcel is located in the Kent sewer district. The applicant’s consulting engineer, William Angiolillo, P.E. has indicated that the site is currently only allocated to discharge 400 gallons per day (gpd) of waste into the sewer system which is insufficient for the project and the applicant would need to petition the Town Board for additional sewage discharge allocation.

At the regularly scheduled meeting of the Planning Boad held on April 11, 2024 the application was discussed and I was directed by the Board to send this letter of referral to you pursuant to Town Code Chapter 61-78(D)(1) which states:

“Prior to issuing any subdivision approval and/or site plan approval to a parcel within the sewer district and/or prior to issuing a building permit to a parcel within the sewer district, the development of which in accordance with the approval would result in an increase in sewage discharge or a new connection, the Planning Board and/or the Code Enforcement Officer shall refer the applicant/property owner to the Town Board for a sewer collection allocation in accordance with this article. The Town Board's issuance and/or denial of a sewer allocation is not intended to be proof of or support for or against an application before the Planning Board; it shall, however, be evidence as to whether the proposed project needs to make alternative arrangements for sewage disposal.”

The Planning Board indicated that they will hold in abeyance review of this application s until such time that the Town Board has made a determination.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'Bruce Barber', written in a cursive style.

Bruce Barber
Town of Kent Environmental Planning Consultant

CC: Town Clerk
Planning Department Secretary
Building Inspector

Town of Kent
Town Board Meeting
April 16, 2024

Workshop/Meeting: 7:00

~~X~~ Pledge of Allegiance

~~X~~ Roll Call

~~X~~ Discussion and/or Vote on the following:

~~X~~ EMS- ~~status, position approval,~~ ambulance lease, billing company

~~X~~ Water Districts- WIIA grant engineering report ~~table to May 7th~~

~~X~~ Justice Courts- hire clerk, part time to full time clerk

~~X~~ Lake Carmel- hire lifeguard supervisor, beach improvements

~~X~~ Historical Society- operating permits

~~X~~ Sewer District- allocation May 7

~~X~~ CRIST - DASHY

~~X~~ Vouchers

5. Announcement

6. Public Comment

Jaime McGlasson

From: Richard Othmer
Sent: Thursday, April 18, 2024 8:13 AM
To: Jaime McGlasson; Claudia Dworaczyk
Cc: Municipal Repairs; Alex Roehner; Kent Highway; Nancy Tagliafierro; Jamie Spillane
Subject: Town Board - Transfer Vehicle / Sell Sweeper

Good Morning Madam Supervisor:

Could you please add the following items for approval to the next Board meeting scheduled for May 7th.

- Transfer;

Highway Car #19, 2014 Ford Police Interceptor Utility Plate #BH6175

VIN: 1FM5K8AROEGB91246

to the newly established Town of Kent EMS Department.

- Sell on Auctions International, or scrap, whichever brings best value to the Town;

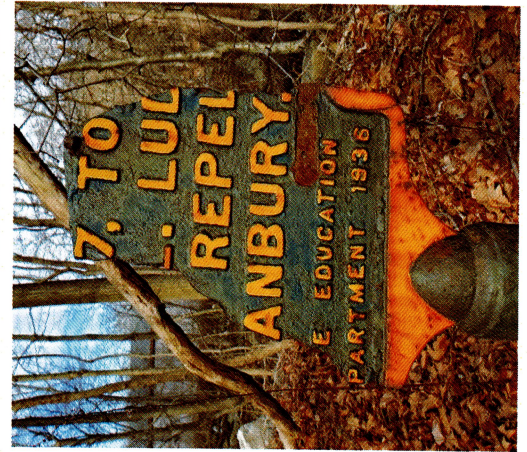
Highway Truck #21 UD - Elgin 2009 Sweeper. Plate #AE3530,

VIN: JNAPC81L19AD75082

Thank you.

Richie O

Kent	SYBIL LUDINGTON BIRTHPLACE	#7101	Ludingtonville Road		Might be missing	?
Kent	Sybil Ludington - END OF RIDE	#7105	Route 52	On NYS 52 South Of Dutchess-Putnam County Line	NYSED 1932 - Kent Town Historian 2008	HERE ENDED HER NIGHT RIDE APRIL 26, 1777, TO SUMMON MILITIA OF COL. LUDINGTON'S REGIMENT TO REPEL BRITISH RAID AT DANBURY, CONN.
Kent	Sybil Ludington - LEFT FROM HERE		Rte. 52 near county line		NYSED 1932 - Kent Town Historian 2008	DAUGHTER OF COL. LUDINGTON RODE FROM HER HOME HERE APRIL 25, 1777 TO CALL MILITIA TO REPEL TYRON'S RAID ON DANBURY, CONN.
Kent	Sybil Ludington - RODE THIS WAY		Rte. 301 Kent Cliff	Junction of Peekskill Hollow Rd	NY State Education Department 1932	RODE HORSEBACK OVER THIS ROAD THE NIGHT OF APRIL 26, 1777, TO CALL OUT COLONEL LUDINGTON'S REGIMENT TO REPEL BRITISH AT DANBURY, CONN
Kent	Sybil Ludington -RODE THIS WAY	#7106	Rte. 52	In front of Gappy's Pizzeria	NY State Education Department 1935	RODE HORSEBACK OVER THIS ROAD THE NIGHT OF APRIL 26, 1777, TO CALL OUT COLONEL LUDINGTON'S REGIMENT TO REPEL BRITISH AT DANBURY, CONN
Kent	Sybil Ludington - RODE THIS WAY	#7115	NYS 301 at Mead's Corners	Mead's Corners, intersection of Rte. 301 and Farmer's Mills	?	RODE HORSEBACK OVER THIS ROAD THE NIGHT OF APRIL 26, 1777, TO CALL OUT COLONEL LUDINGTON'S REGIMENT TO REPEL BRITISH AT DANBURY, CONN
Kent	SITE OF HOUSE OF SOLOMON HOPKINS	#7119	On 301 At Coles Mill	New York State Route 301 south of Smokey Hollow Court	NY State Education Department	SITE OF HOUSE OF SOLOMON HOPKINS ENOCH CROSBY'S BROTHER-IN-LAW. TOP STORY WINDOW WAS ALWAYS OPENED FOR PATRIOT SPY TO ENTER UNOBSERVED
Kent	TOWN AND COUNTY LINE	#7121	Rte. 52	Marker might be missing	NY State Education Department 1935	TOWN AND COUNTY LINE EAST FISHKILL, DUTCHESS CO. FORMED FROM FISHKILL 1849. KENT PUTNAM CO. FORMED AS FREDERICKSTOWN 1788. CHANGED TO FREDERICK 1795, KENT 1817.



Above is a list of markers provided by Dana. This is what is left of the 4th marker on the list. Do not know the location of # 7121 or if this was replaced. We should keep a list of the markers taken down for repair.

Jaime McGlasson

From: js rs <blackdogges22@gmail.com>
Sent: Wednesday, April 17, 2024 7:04 PM
To: Jaime McGlasson
Cc: Dana Veitinger; Jennifer Cassidy; Richard Othmer
Subject: Replacing and repairing Historic Markers in Kent
Attachments: Missing or Repairable markers Kent.pdf

TOWN OF KENT NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER!

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

Dear Jamie,

This is concerning the markers I spoke to you about today. Copied below is an email from Dana at the PCHO. I have attached a pdf of the markers she is speaking of and a picture of the oldest marker in the area of 1374 Route 52.

Jackie

Hello Jackie!

Jen Cassidy asked me to check in regarding our recent discussions about the broken Sybil Ludington marker on route 52. As you know, it is important to get this marker replaced for the upcoming America 250 anniversary and Sybil's route will be of great interest.

Would the Town of Kent and/or Kent Historical Society like to replace that marker?

I estimate the cost through Catskill Casting would be in the ballpark of \$1,350. At this time, the vendor takes anywhere from 4-6 months to create new markers.

(More information on Catskill Castings may be found at:

<https://www.catskillcastings.com/pricing.htm>)

If needed, our office would be able to supply a new pole.

Additionally, I'm curious about what specifically the two blue and silver

town of Kent markers at that location say. Are those replacements of the above marker?

Please let us know when you have a moment.

Thanks,

D. N. Veitinger (Dana)

Historian's Aide • Putnam County Historian & Archives

PHONE | 845.808.1420 • WEBSITE | PUTNAM COUNTY HISTORIAN

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

Jaime McGlasson

From: Recreation
Sent: Tuesday, April 23, 2024 10:33 AM
To: Jaime McGlasson
Subject: Hiring for Seasonal Park Maintenance Workers

Good morning,

We would like to re-hire Jack Boeheim & Emerson Appleyard for Seasonal Park Maintenance Workers. Both Jack & Emerson worked here last year.

We would also like to hire Matthew Toscano for Seasonal Park Maintenance Worker position.

Jack can start working May 8, 2024. Matthew can start working May 13, 2024. Emerson can start working May 20, 2024.

Can we please add this to next board meeting?

Thank you.

Sincerely,

Karen Schuman

Senior Recreation Assistant

Town of Kent

Recreation & Parks

25 Sybil's Crossing

Kent Lakes, NY 10512

P: 845-531-2100

F: 845-306-5284

recreation@townofkentny.gov

www.townofkentny.gov



Memorandum

Resolution # 2
Year 2024

Date: April 23, 2024
From: The Kent Planning Board
To: The Kent Town Board:
Jaime McGlasson, Supervisor - w/Att Chris Ruthven
Shaun Boyd Jorme Tompuri
Anne Campbell
CC: W. Walters, Building Inspector - w/Att Claudia Dworazak
L. Cappelli, Town Clerk - w/Att Finance Department - w/Att.
Re: **Recommendation to Return fees in an Escrow Account to:**
Ms. Brittany Piso
487 Farmers Mill Rd.
Kent, NY 10512
TM: 33.48-1-6

Resolved: On December 14, 2023 the 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.

Ms. Piso appeared before the Planning Board in September 2022 and posted Checks in the amount of \$150.00 for sign approval, which is non-refundable, and one in the amount of \$500.00 for escrow and funds remaining in this account is refundable (\$105.08). Ms. Piso sent a note requesting the escrow back.

Mr. German asked for a motion to forward this recommendation to the Kent Town Board to release the escrow to Ms. Piso. The motion was made by Mr. German and seconded by Mr. Faraone. Following were the roll call votes.

Hugo German, Interim Chairman	<u>Aye</u>
Simon Carey	<u>Absent</u>
Jacky Beshar	<u>Aye</u>
Sabrina Cruz	<u>Absent</u>
Thomas Faraone	<u>Aye</u>
Giancarlo Gattucci	<u>Aye</u>
Richard Morini	<u>Aye</u>
Kathy Doherty, Alternate Member	<u>Aye</u>

The motion carried.

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

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 December 14, 2023.


Vera Patterson

Date: April 23, 2024

Hi Vera!

Brittany Pisco <brittany@jphilip.net>

Thu 2/16/2023 9:25 AM

To: Planning Kent <planningkent@townofkentny.gov>

TOWN OF KENT NOTICE

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

Hi Vera!!

I hope this finds you well!

I can't remember- is there a process I need to go through to get the excess monies we had sent over for our signage? Please advise. Thanks!

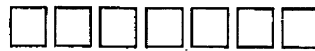
Brittany Pisco

**LICENSED ASSOCIATE REAL ESTATE
BROKER - NY & CT**

brittany@jphilip.net

(914) 879-2616

<http://www.BrittanyPisco.com>



Manager - Putnam County Office

Team Leader - The BA Team

License #: 10301218168 NY | REB.0793551 CT

J. Philip Real Estate Brokerage: 10391200115 NY | REB.0758288 CT

[Schedule an appt with me here!](#)

[Landlord/Tenant Agency Disclosure](#)

[Buyer/Seller Agency Disclosure](#)

[NYS Fair Housing](#)



J Philip Realty/
B. Alvarez

TM: 33.48-1-6

Date		Deposits	Fees	Balance
08/19/22	Hudson Vly Cred. Un. Ck 7940 sign app	150.00		0.00
08/19/22	Hudson Vly Cred. Un. Ck 7940 sign escrov	500.00		500.00
08/07/23	CPL 85949		(394.92)	105.08



ARCHITECTURE
ENGINEERING
PLANNING
URBANISM
CPLTEAM.COM

September 1, 2022

Phil Tolmach, Chairman
Town of Kent Planning Board
25 Sybil's Crossing
Kent Lakes, NY 10512

and

William Walters, Building Inspector
Town of Kent Planning Board
25 Sybil's Crossing
Kent Lakes, NY 10512

RE: J Philip Realty Sign De Minimis Determination
529 Route 52 / Tax Map ID # 33.48-1-6
CPL Project # 16570.11

Dear Chairman Tolmach:

I have received an application and materials for a sign approval for a sign located at 529 Route 52, on property tax map identification number 33.48-1-6, which is located in the C (Commercial) zoning district in the Town of Kent. The facade length of the wall facing Route 52, the east side of a stand-alone building within the plaza, where J Philip Realty and the proposed wall sign would be located is approximately forty feet (40').

I have reviewed the following materials in the submitted sign plan approval application, in accordance with all pertinent regulations, requirements and standards of the Code of the Town of Kent, Chapter 77, Zoning, including the following:

- combined application and documents signed or dated August 7, 2022; and received August 19, 2022;
- originally submitted photographic image of the storefront where the proposed sign would be located, showing detailed specifications of the proposed wall sign, and dimensions of the proposed four foot by eight-foot (4' X 8') sign, or thirty-two square feet (32 SF), submitted by the Applicant, Brittany Pisco, Manager, apparently prepared by the applicant, received August 7, 2022;
- revised submitted photographic image of the storefront where the proposed sign would be located, showing detailed specifications of the proposed wall sign, and dimensions of the proposed three foot by six-foot (3' X 6') sign, or eighteen square feet (18 SF), submitted by the Applicant, Brittany Pisco, Manager, apparently prepared by the applicant, received September 1, 2022.



I also examined the site via Putnam County Parcel mapping, Google Earth, Pro aerial photography and street views and the Town of Kent Zoning map, showing the location of the stand-alone building in the existing commercial plaza and noting the proposed location of the sign and required setback from the subject property's front lot line.

No lighting is proposed for the 18 SF wall sign, which is generally consistent with the design and placement of other wall signs for other occupancies in this commercial plaza. Based on the length of the occupancy's facade of 40 feet, where the proposed business and sign would be located, and zoning subsection 77-37, A (2), and the requirement that a wall sign "... shall not exceed one square foot for every two linear feet of the front building facade ...", yet not exceeding 20 SF per A. (5) (b), then the proposed wall sign would be allowed a maximum size of 20 square feet. Accordingly, the proposed 18 SF sign complies with the zoning requirements for signs.

As per the provisions of zoning section 77-60, a site plan approval before the Town of Kent Planning Board would ordinarily be required for the proposed sign. However, as per section 77-60, D. Exemptions and Waivers for De Minimis Activities, subsection (2) De Minimis Waivers, it is my opinion that that this proposed sign is a de minimis construction activity for which site plan approval is not necessary. Under this zoning provision, I recommend that the Building Inspector issue a building permit.

Sincerely,
Elizabeth Axelson

Planner
CPL



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Town of Kent, NY** (“Client”) and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **6/1/24-5/31/25**.

I. Productivity Solutions

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

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



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

II. Engagement Solutions - Peak Performance Benefits

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

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

III. EAP Administration - Orientation and Engagement

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

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



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Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

IV. Manager, Supervisor and Human Resources Services

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

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

V. ESI Accountability

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

VI. Optional Services

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



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VII. Term

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

VIII. Fees and Payment

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

IX. Indemnification and Limitation of Liability

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



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 Higher Ed EAP
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X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

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

XII. Entire Agreement

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

EMPLOYEE SERVICES LLC

Town of Kent, NY

 Gordon G. Bell, President

 Authorized Signature

 Date

 Date





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Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | EXHIBIT A

Town of Kent, NY ("Client") 6/1/24-5/31/25 Year #3 of a 3 year price agreement

Service Charges and Payment

- A. The total number of employees covered under this Agreement is **105**.
- B. Client agrees to pay ESI the sum of **\$3,200.00** annually.
- C. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat Rate listed above covers a census of **51** to **105**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F. Trauma Responses available at **\$250.00** per hour plus travel time.
- G. DOT required Substance Abuse Evaluations - **\$850.00** each.

**TOWN OF KENT
BUILDING DEPARTMENT**

25 Sybil's Crossing Kent Lakes New York 10512
845-225-3900



Application for Building Permit # _____

Work Address: - 21 Smokey Hollow Cr. Tax Map #: 43-2-31 Date _____

Owner: Town of Kent Street #: 25 Sybil's Crossing. Kent Lakes, NY 10512

Email _____ City: _____ State: _____ Zip: _____

Phone #: H: 845-225-3943 C: _____

Contractor: Squan Street #: 193 Veterans Blvd.

Email Nweiss@squan.com City: Carlstadt State: NJ Zip: 07072

Phone #: W: 2014085111 C: _____

Architect: Gaviria Engineering Street #: 171 South Main St.

Email camilo@gaviriaengineering.com City: Manchester State: CT Zip: 06040

Phone# W: 860-281-7996 C: _____

Nature of Work: New Bldg. / Shed Addition / De Alterati Finished Base HVAC
 Repair / Renovation Demolition Oil Tanks Pools/ hot tubs Other Cell phone Antennas

You must attach two sets of Plans & Specifications, Survey showing all setbacks to property lines, Drainage & Soil Contractor's License, Liability & Workman's Compensation Insurance.

* **Dimension of Building / Project:** Width NA Depth NA Height NA # Stories NA

* **Building Use:** Commercial Residential Multiple Dwelling Single Family Other U

* **Plumbing:** Total # Fixtures _____ Heating Appliances _____ Toilets _____ Urinals _____ Sinks _____ Tubs _____
 Showers _____ Floor Drains _____ Dishwasher _____ Washer _____ HVAC _____ Drinking Fountains _____ Fuel
 Tanks _____ Water Heaters _____ Other _____

* **Description of Work:** Upgrade existing AT&T equipment on existing cell phone tower.

* **Proposed Construction Cost:** \$ 25000 * **Cost of Permit:** \$ _____
 (A final affidavit must be submitted for projects exceeding proposed costs)

Bldg. Fees: \$75.00 – First \$1,000 + \$10.00 for every additional \$1,000 or fraction based on Construction & Labor cost .
ATF = After the fact permits - fee cost x 2

Plumbing Fees: \$50.00 – for 5 fixtures - \$5.00 each additional fixture. **** Signatures required on back page****

Certificate of Occupancy / Compliance are not part of this permit fee. \$75 Fee will be collected after final inspection.

_____**APPROVED**_____**DENIED** Building Inspector: _____ Date: _____

**TOWN OF KENT
BUILDING DEPARTMENT**

25 Sybil's Crossing Kent Lakes New York 10512
845-225-3900



INSTRUCTION FOR APPLICATION FOR BUILDING PERMIT

- A. Building permits must be closed-out with Certificate of Occupancy or Compliance after final inspection - \$75.00
- B. The work covered by this application may not be started before the issuance of a Building Permit.
- C. Upon approval of this application the Building Inspector will issue a Building Permit to the applicant together with approved, duplicate set of plans and specification. Such permit and approved plans shall be kept on site available for inspection throughout the process of work
- D. No building shall be occupied or used whole or in part for any purpose whatever until an application is made for a Certificate of Occupancy
- E. All electrical work be inspected by, and certificate of Approval obtained from New York Board of Fire underwriter or other agency or organization.

Cost for the work described in the application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of a certificate of Occupancy.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the NYS Uniform Fire Prevention and Building Code for the construction of building, addition or alteration, or the removal or demolition, as herein described, the applicant agrees to comply with all applicable laws, ordinances and regulation.

Town of Kent

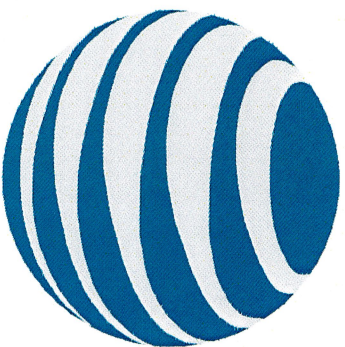
_____ hereby certifies that he/she is the owner of above referenced property &
Print Owners name

Jacob Epstein, Black & Veatch o/b/o AT&T
_____ is/are duly authorized to perform said work indicated in application.
Print Contractor / Agents name

All statements contained in this application are true to the best of my knowledge and belief, and that the work will be performed in the manner set forth in the application an in plans and specification filed herewith.

Signature of Owner

Address of Owner



AT&T

WIRELESS COMMUNICATIONS FACILITY

**SITE NAME: ALLEN CORNER II
21 SMOKEY HOLLOW COURT
KENT LAKES, NY 10512**

SITE No: NYCNNY3624

FA No: 11565469

VICINIT



PAGE JOB No: MRNY J041966

IWM ID: WSNY J0046000

PROJECT: MODERNIZATION

ATC SITE No: 207989

MONOPOLE



SITE D

- HEAD N
- CONTINL
- TURN R
- USE AN
- TURN L
- MERGE
- KEEP LI
- TAKE TR
- GOV MA
- MERGE
- USE THI
- (SIGNS
- TAKE ED
- MERGE
- USE THI
- MERGE
- TAKE TR
- TURN R
- SHARP
- TURN L
- DESTINA

SITE NAME:

SITE ADDRESS

PROPERTY 0

TOWER OWNI

STRUCTURE

COUNTY:

1 ATTITUDE (M)

- NATIONAL ELECTRICAL CODE AND LOCAL CODES.
2. DRAWINGS INDICATE THE MINIMUM STANDARDS, BUT IF ANY WORK SHOULD BE INDICATED TO BE SUBSTANDARD TO ANY ORDINANCES, LAWS, CODES, RULES, OR REGULATIONS BEARING ON THE WORK, THE CONTRACTOR SHALL INCLUDE IN HIS WORK AND SHALL EXECUTE THE WORK CORRECTLY IN ACCORDANCE WITH SUCH ORDINANCES, LAWS, CODES, RULES OR REGULATIONS WITH NO INCREASE IN COSTS.
 3. BEFORE BEGINNING THE WORK, THE CONTRACTOR IS RESPONSIBLE FOR MAKING SUCH INVESTIGATIONS CONCERNING PHYSICAL CONDITIONS (SURFACE AND SUBSURFACE) AT OR CONTIGUOUS TO THE SITE WHICH MAY AFFECT PERFORMANCE AND COST OF THE WORK.
 4. DIMENSIONS AND DETAILS SHALL BE CHECKED AGAINST EXISTING FIELD CONDITIONS.
 5. THE CONTRACTOR SHALL VERIFY AND COORDINATE THE SIZE AND LOCATION OF ALL OPENINGS, SLEEVES AND ANCHOR BOLTS AS REQUIRED BY ALL TRADES.
 6. ALL DIMENSIONS, ELEVATIONS, AND OTHER REFERENCES TO EXISTING STRUCTURES, SURFACE, AND SUBSURFACE CONDITIONS ARE APPROXIMATE. NO GUARANTEE IS MADE FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS, ELEVATIONS, ANGLES WITH EXISTING CONDITIONS AND WITH ARCHITECTURAL AND SITE DRAWINGS BEFORE PROCEEDING WITH ANY WORK.
 7. AS THE WORK PROGRESSES, THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY CONDITIONS WHICH ARE IN CONFLICT OR OTHERWISE NOT CONSISTENT WITH THE CONSTRUCTION DOCUMENTS AND SHALL NOT PROCEED WITH SUCH WORK UNTIL THE CONFLICT IS SATISFACTORILY RESOLVED.
 8. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY CODES AND REGULATIONS DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING AND MAINTAINING ADEQUATE SHORING, BRACING, AND BARRICADES AS MAY BE REQUIRED FOR THE PROTECTION OF EXISTING PROPERTY, CONSTRUCTION WORKERS, AND FOR PUBLIC SAFETY.
 9. THE CONTRACTOR IS SOLELY RESPONSIBLE TO DETERMINE CONSTRUCTION PROCEDURE AND SEQUENCE, AND TO ENSURE THE SAFETY OF THE EXISTING STRUCTURES AND ITS COMPONENT PARTS DURING CONSTRUCTION. THIS INCLUDES THE ADDITION OF WHATEVER SHORING, BRACING, UNDERPINNING, ETC. THAT MAY BE NECESSARY. MAINTAIN EXISTING SITE OPERATIONS, COORDINATE WORK WITH NORTHEAST UTILITIES
 10. THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER CONSTRUCTION IS COMPLETE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE AND TO ENSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION. THIS INCLUDES THE ADDITION OF WHATEVER SHORING, TEMPORARY BRACING, GUYS OR TIEDOWNS, WHICH MIGHT BE NECESSARY.
 11. ALL DAMAGE CAUSED TO ANY EXISTING STRUCTURE(S) SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE HELD LIABLE FOR ALL REPAIRS REQUIRED FOR EXISTING STRUCTURES IF DAMAGED DURING CONSTRUCTION ACTIVITIES.
 12. SHOP DRAWINGS, CONCRETE MIX DESIGNS, TEST REPORTS, AND OTHER SUBMITTALS PERTAINING TO STRUCTURAL WORK SHALL BE FORWARDED TO THE OWNER FOR REVIEW BEFORE FABRICATION AND/OR INSTALLATION IS MADE. SHOP DRAWINGS SHALL INCLUDE ERECTION DRAWINGS AND COMPLETE DETAILS OF CONNECTIONS AS WELL AS MANUFACTURER'S SPECIFICATION DATA WHERE APPROPRIATE. SHOP DRAWINGS SHALL BE CHECKED BY THE CONTRACTOR AND BEAR THE CHECKER'S INITIALS BEFORE BEING SUBMITTED FOR REVIEW.
24. ANY AND ALL ERRORS, DISCREPANCIES, AND "MISSED" TO THE ATTENTION OF THE PROJECT MANAGER DURING THE CONTRACTOR. ALL THESE ITEMS ARE TO BE INCLUDED WILL BE ALLOWED FOR MISSED ITEMS.
 25. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ON-SITE THE JOB IS AWARDED UNTIL ALL WORK IS COMPLETE / OWNER.
 26. COORDINATION, LAYOUT, FURNISHING AND INSTALLATION APPURTENANCES REQUIRED FOR PROPER INSTALLATION TELECOMMUNICATION SERVICE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
 27. THE CONTRACTOR SHALL CONTACT "CALL BEFORE YOU DIG" PRIOR TO ANY EXCAVATIONS AT 1-800-922-4455. ALL IDENTIFIED AND CLEARLY MARKED PRIOR TO ANY EXCAVATION SHALL MAINTAIN AND PROTECT MARKED UTILITIES THROUGHOUT THE PROJECT.
 28. CONTRACTOR SHALL COMPLY WITH OWNERS ENVIRONMENTAL METHODS AND PROVISIONS FOR ALL EXCAVATION ACTIVITIES. ALL BACKFILL MATERIALS TO BE PROVIDED FOR DISPOSAL.
- ## STRUCTURAL STEEL
1. ALL STRUCTURAL STEEL IS DESIGNED BY LOAD AND RESISTANCE FACTOR (LRFD)
 - A. STRUCTURAL STEEL (W SHAPES)---ASTM A992 (460 MPa)
 - B. STRUCTURAL STEEL (OTHER SHAPES)---ASTM A36 (250 MPa)
 - C. STRUCTURAL HSS (RECTANGULAR SHAPES)---ASTM A513 (46 KSI)
 - D. STRUCTURAL HSS (ROUND SHAPES)---ASTM A501 (42 KSI)
 - E. PIPE---ASTM A53 (FY = 35 KSI)
 - F. CONNECTION BOLTS---ASTM A325-N
 - G. U-BOLTS---ASTM A36
 - H. ANCHOR RODS---ASTM F 1554
 - I. WELDING ELECTRODE---ASTM E 70XX
 2. CONTRACTOR TO REVIEW ALL SHOP DRAWINGS AND SUBMITTALS FOR APPROVAL. DRAWINGS MUST BEAR THE CHECKER'S INITIALS AND THE ENGINEER FOR REVIEW. SHOP DRAWINGS SHALL INCLUDE SECTION PROFILES, SIZES, CONNECTION ATTACHMENTS, SIZE AND TYPE OF FASTENERS AND ACCESSORIES. INCLUDE ALL ELEVATIONS AND DETAILS.
 3. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND DELIVERED WITH THE LATEST PROVISIONS OF AISC MANUAL OF STEEL CONSTRUCTION.
 4. PROVIDE ALL PLATES, CLIP ANGLES, CLOSURE PIECES, MISCELLANEOUS PIECES AND HOLES REQUIRED TO COMPLY WITH THE LATEST PROVISIONS OF AISC MANUAL OF STEEL CONSTRUCTION.
 5. FIT AND SHOP ASSEMBLE FABRICATIONS IN THE LARGE DELIVERY TO SITE.
 6. INSTALL FABRICATIONS PLUMB AND LEVEL, ACCURATELY DISTORTIONS OR DEFECTS.
 7. AFTER ERECTION OF STRUCTURES, TOUCHUP ALL WELD NON-GALVANIZED SURFACES WITH A 95% ORGANIC ZINC RICH PRIMER.

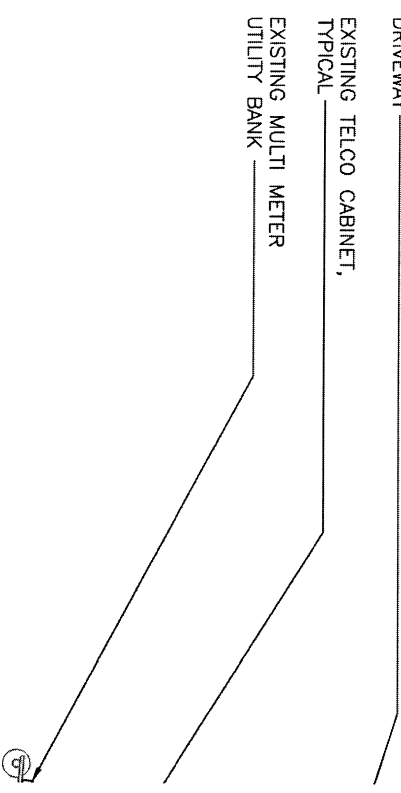
- 13. NO DRILLING WELDING OR TAPING ON EVERSOURCE OWNED EQUIPMENT.
- 14. THE COMPOUND, TOWER, PRIMARY GROUND RING, ELECTRICAL SERVICE TO THE METER BANK AND TELEPHONE SERVICE TO THE DEMARCATION POINT ARE PROVIDED BY SITE OWNER. AS BUILT FIELD CONDITIONS REGARDING THESE ITEMS SHALL BE CONFIRMED BY THE CONTRACTOR. SHOULD ANY FIELD CONDITIONS PRECLUDE COMPLIANCE WITH THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND SHALL NOT PROCEED WITH ANY AFFECTED WORK.
- 15. CONTRACTOR SHALL REVIEW ALL DRAWINGS AND SPECIFICATIONS IN THE CONTRACT DOCUMENT SET. CONTRACTOR SHALL COORDINATE ALL WORK SHOWN IN THE SET OF DRAWINGS. THE CONTRACTOR SHALL PROVIDE A COMPLETE SET OF DRAWINGS TO ALL SUBCONTRACTORS AND ALL RELATED PARTIES. THE SUBCONTRACTORS SHALL EXAMINE ALL THE DRAWINGS AND SPECIFICATIONS FOR THE INFORMATION THAT AFFECTS THEIR WORK.
- 16. CONTRACTOR SHALL PROVIDE A COMPLETE BUILD-OUT WITH ALL FINISHES, STRUCTURAL, MECHANICAL, AND ELECTRICAL COMPONENTS AND PROVIDE ALL ITEMS AS SHOWN OR INDICATED ON THE DRAWINGS OR IN THE WRITTEN SPECIFICATIONS.
- 17. CONTRACTOR SHALL FURNISH ALL MATERIAL, LABOR AND EQUIPMENT TO COMPLETE THE WORK AND FURNISH A COMPLETED JOB ALL IN ACCORDANCE WITH LOCAL AND STATE GOVERNING AUTHORITIES AND OTHER AUTHORITIES HAVING LAWFUL JURISDICTION OVER THE WORK.

- 8. ALL STEEL MATERIAL (EXPOSED TO WEATHER) SHALL BE FABRICATED IN ACCORDANCE WITH ASTM A123 "ZINC COATINGS" ON IRONS AND STEEL PRODUCTS.
- 9. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE ACCORDANCE WITH ASTM A153 "ZINC COATING (HOT-DIP HARDWARE)".
- 10. THE ENGINEER SHALL BE NOTIFIED OF ANY INCORRECT OTHERWISE MISFITTING OR NON CONFORMING MATERIAL; REMEDIAL OR CORRECTIVE ACTION. ANY SUCH ACTION ; REVIEW.
- 11. CONNECTION ANGLES SHALL HAVE A MINIMUM THICKNESS
- 12. STRUCTURAL CONNECTION BOLTS SHALL CONFORM TO , SHALL BE 5/8" DIAMETER MINIMUM AND SHALL HAVE , UNLESS OTHERWISE ON THE DRAWINGS.
- 13. LOCK WASHER ARE NOT PERMITTED FOR A325 STEEL /
- 14. SHOP CONNECTIONS SHALL BE WELDED OR HIGH STRE

EXISTING ACCESS
 DRIVEWAY _____

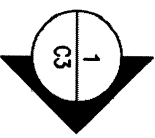
EXISTING TELCO CABINET,
 TYPICAL _____

EXISTING MULTI METER
 UTILITY BANK _____



EXISTING AT&T CABLE ICE BRIDGE,
TYPICAL:_____

- (3) 2" ϕ INNERDUCT WITH (2) 8AWG DC TRUNKS & (1) 18 PAIR FIBER TRUNK WITHIN EACH INNERDUCT
- (6) 1 5/8" ϕ COAX CABLES

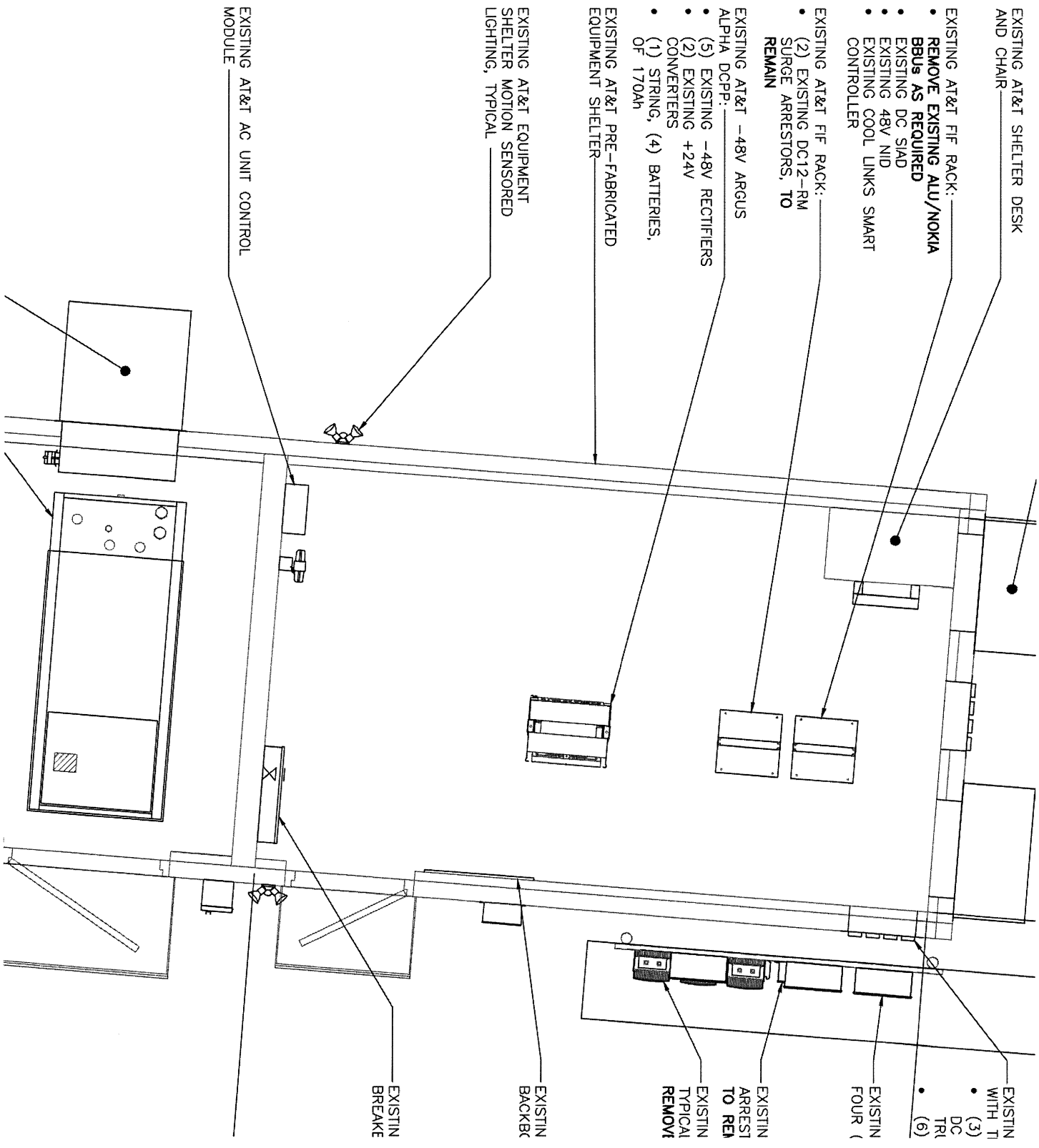


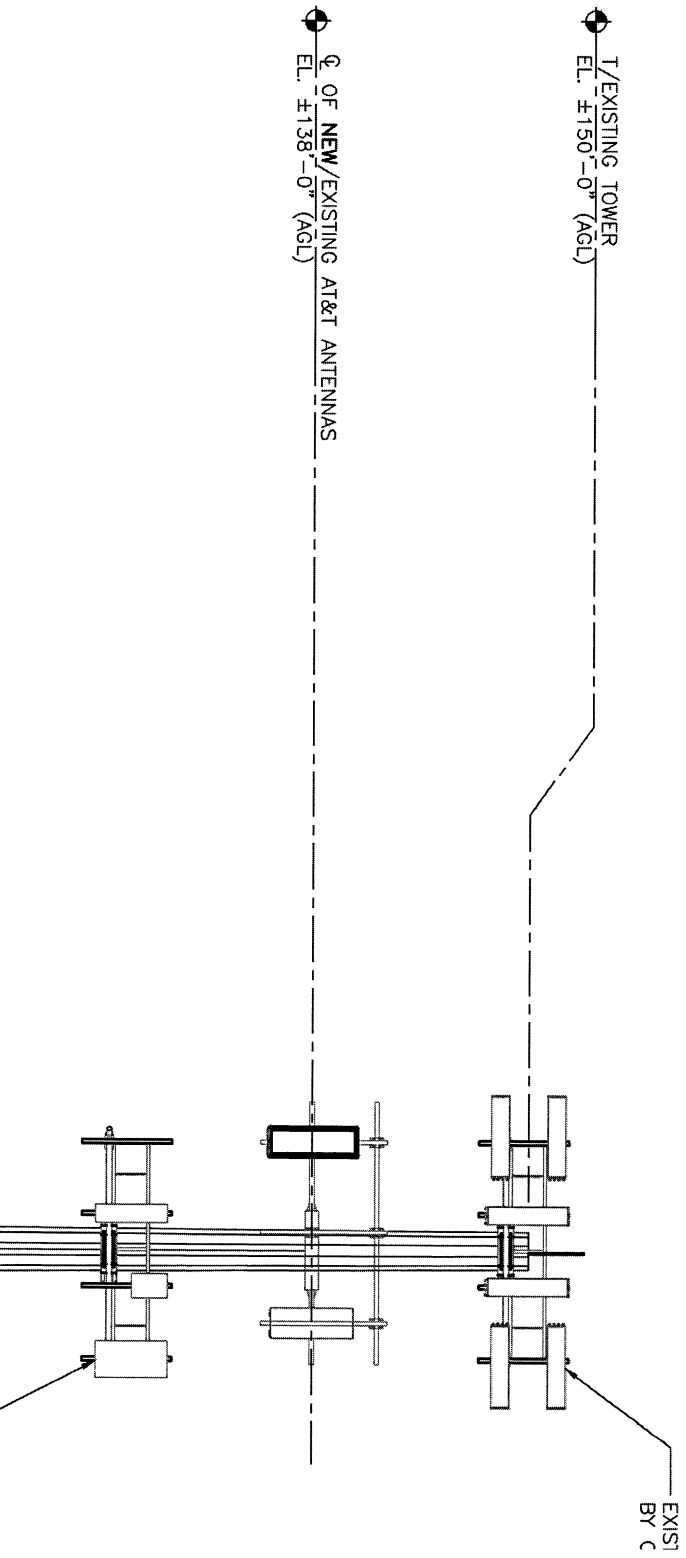
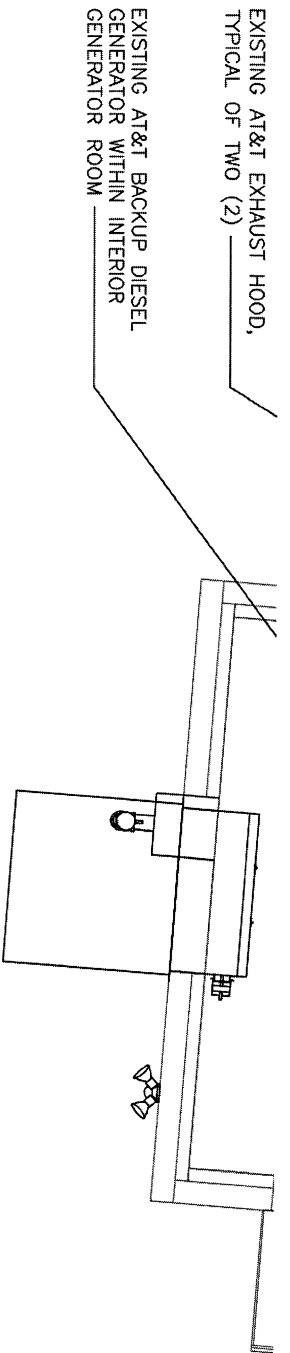
EXISTING AT&T EQUIPMENT AT GRADE.
REFER SHEET C2 FOR ADDITIONAL
INFORMATION

EXISTING AT&T WALL HUNG HVAC
UNITS, TYPICAL OF TWO (2)

±10'-3"
INTERIOR SHELTER

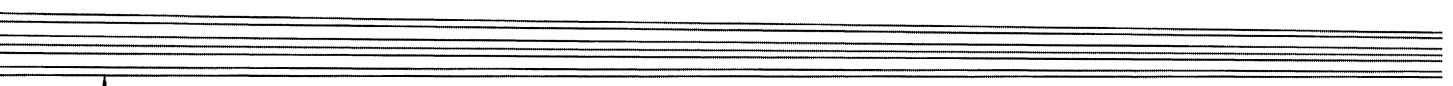
EXISTIN
TYPICAL

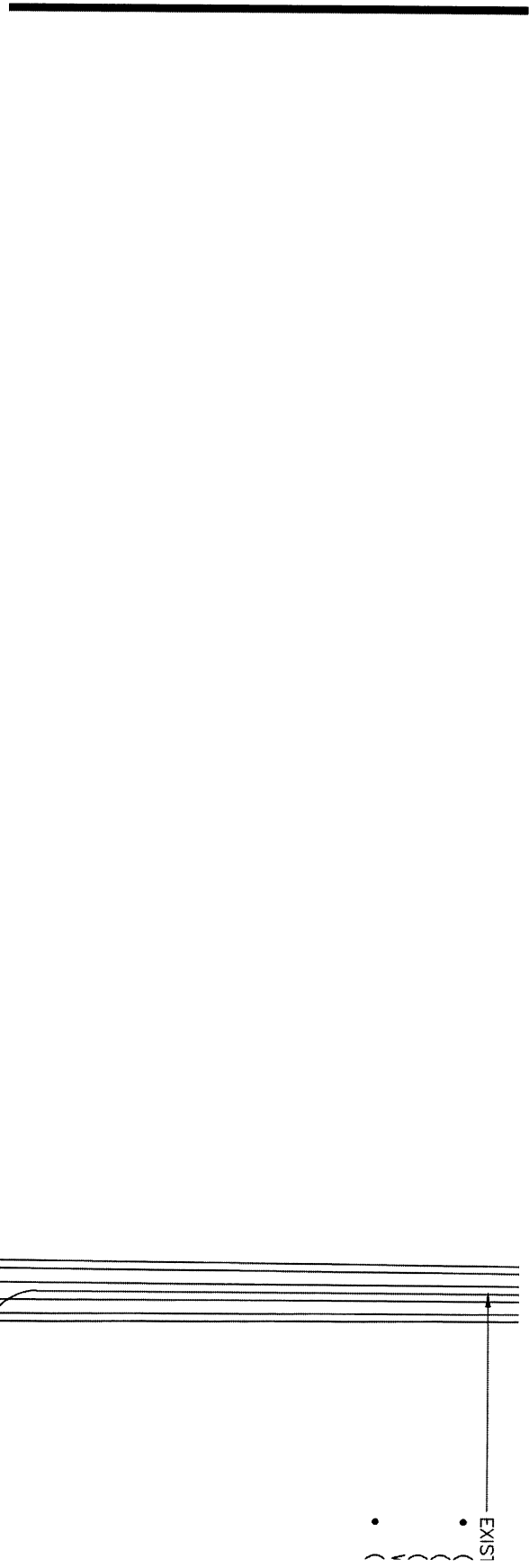




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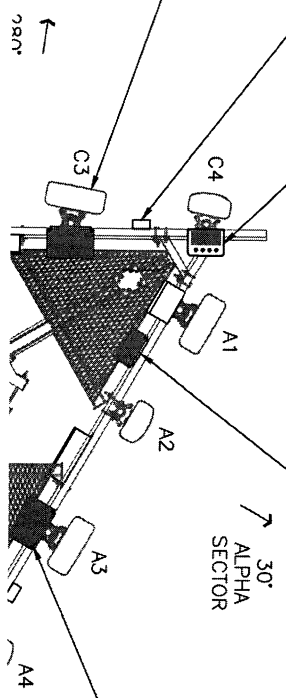




EXISTING AT&T 2300 RRH, TYPICAL OF ONE (1) PER SECTOR, TOTAL OF THREE (3). TO BE REMOVED AND REPLACED

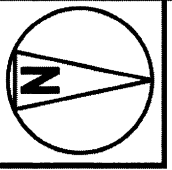
EXISTING AT&T TMA, TYPICAL OF TWO (2) PER SECTOR, TOTAL OF SIX (6). TO BE REMOVED

EXISTING AT&T PANEL ANTENNAS, POSITION 3, TYPICAL OF ONE (1) PER SECTOR, TOTAL OF THREE (3), TO BE REMOVED.
 • COMMSCOPE NNHH-65A-R4



EXISTING AT&T B1; TYPICAL OF ONE (1) PER SECTOR, TOTAL OF THREE (3). TO BE REMOVED AND REF

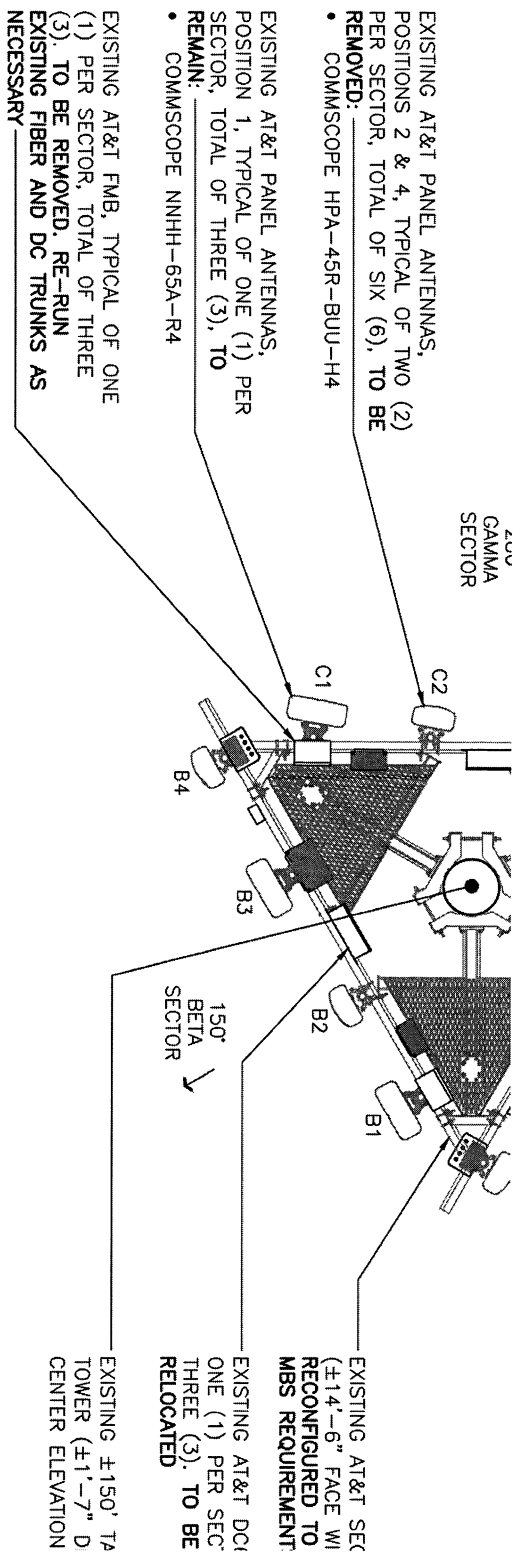
EXISTING AT&T 85K ONE (1) PER SEC. THREE (3). TO BE REPLACED



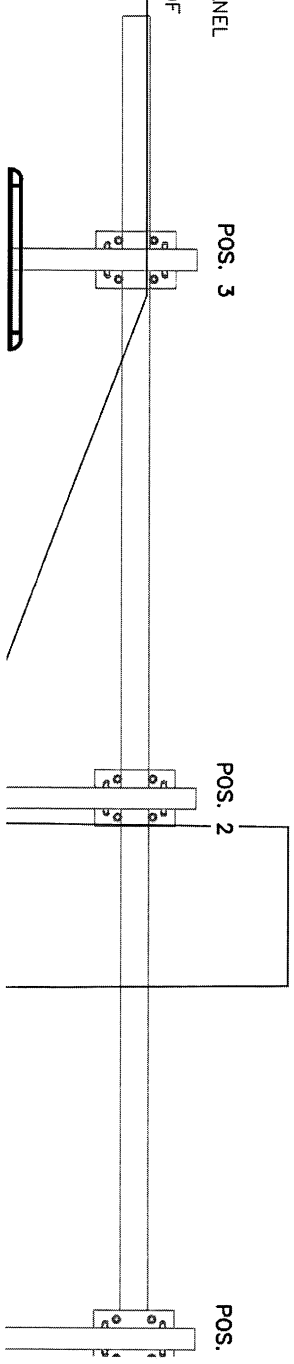
EXISTING ANTENNA LAYOUT PLAN

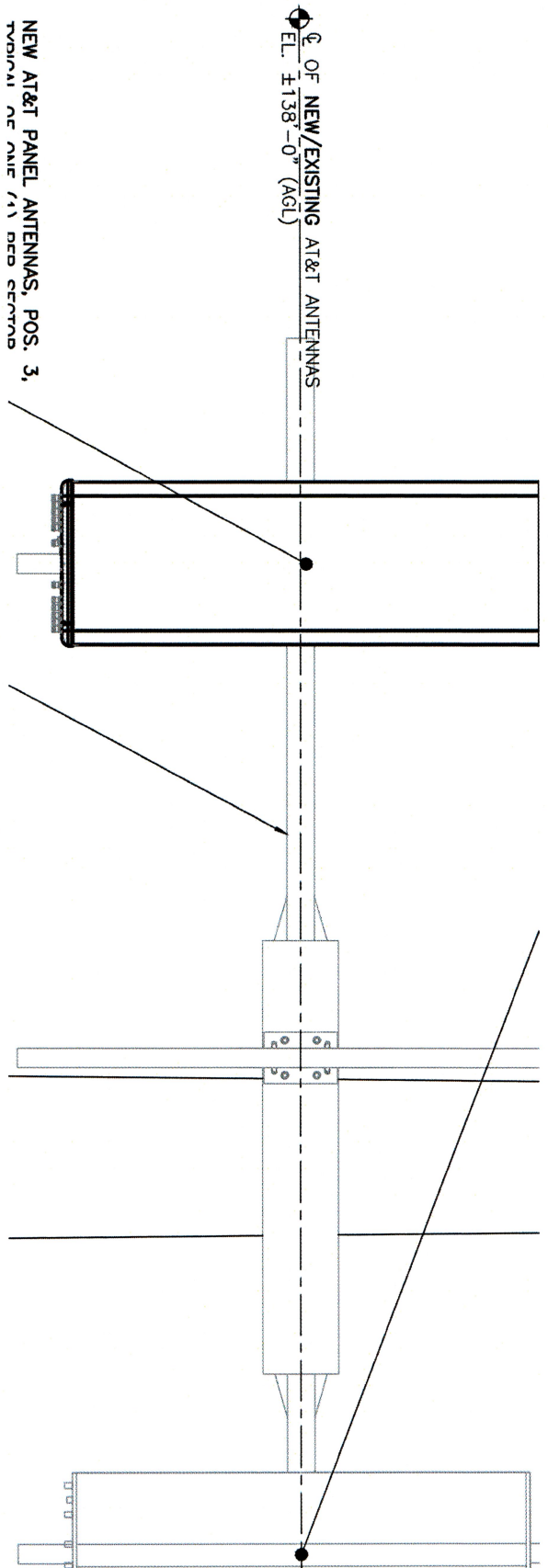


NOTE:
NEW/
FOR C
APPUR
SHEET



REUSED EXISTING AT&T
COMMSCOPE NNHH-65A-R4 PANEL
ANTENNAS, POS.1, TYPICAL OF
ONE (1) PER SECTOR, TOTAL OF
THREE (3)

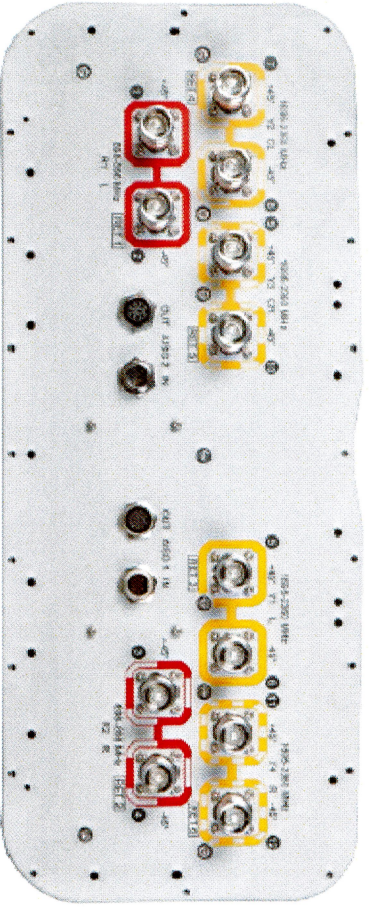




NEW AT&T PANEL ANTENNAS, POS. 3,
TYPICAL OF ANE (1) DEED CENTRAL

C OF NEW/EXISTING AT&T ANTENNAS
E.L. ±138'-0" (AGL)

EXISTING
TO REM/



COMMSCOPE NNH4-65A-R6H4

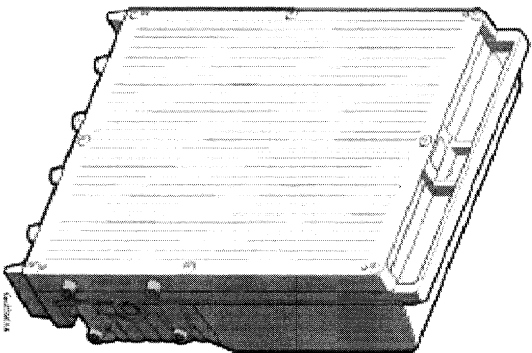
NEW PAN

DIMENSIONS (HxWxD): 59.016"x19.606"x7.756"
 WEIGHT: 73.855-LBS (ANTENNA ONLY)

ANTENNA DETAIL

NO SCALE

1

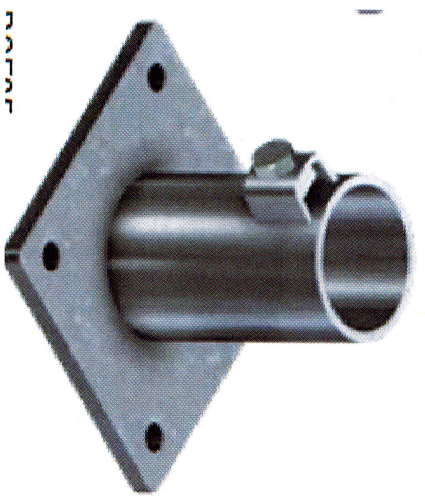


ERICSSON RADIO 4490 B5/B12A
 DIMENSIONS (HxWxD): 20.6"x15.6"x7"
 WEIGHT: 65.0-LBS

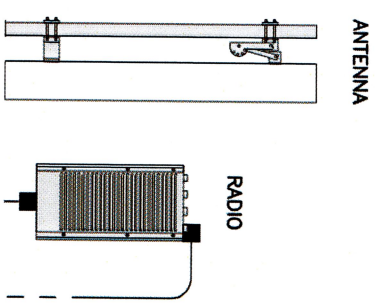
RADIO DETAIL

NO SCALE

4

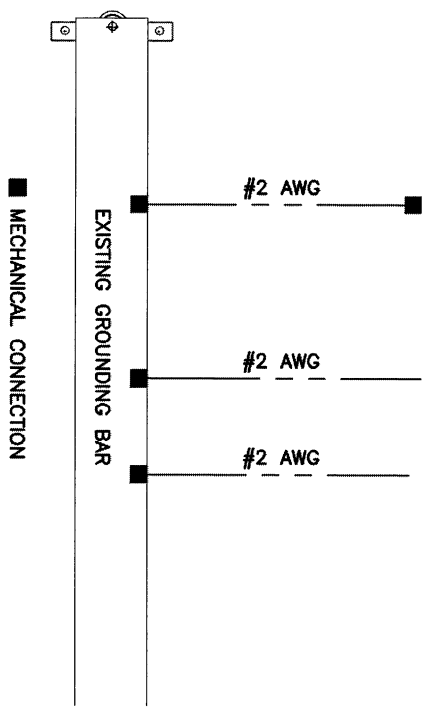


RUFAP



ANTENNA

RADIO



GROUNDING RISER DIAGRAM

NO SCALE	1
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VAL RFDS

THIS DETAIL IS RESERVED FOR FILE

PROPOSED RF PLUMBING DIAGRAM

NO SCALE

4

Agenda Item: Lake Carmel Park District - Memorial Bench for Robert "Bob" Schwartz



This message was sent with High importance.



Lake Carmel Parks Clerk
To: Jaime McGlasson
Cc: Claudia Dworaczyk



Fri 5/3/2024 11:25 AM

Robert I Schwartz Bench Don...
Downloaded

The Lake Carmel community has organized and received funds to purchase a bench for Bob Schwartz. The park district is coordinating the ordering and installation of the bench. Attached is a list of the funds that have been received that will cover the cost and installation. I ask that the town board approve the placement of the bench so that together we can celebrate his life. Bob made a huge contribution to the Lake Carmel community, so it is only fitting that a bench be placed at the lake in his honor.

Thank you,

Heidi Link
Town of Kent
Lake Carmel Park District Clerk
25 Sybil's Crossing
Kent Lakes, NY 10512
Mon. & Tues: 8:00 am - 1:00 pm
Wed: Closed
Thurs. & Fri.: 8:00 am - 1:00 pm
Email: lcpcdclerk@townofkentny.gov
Office: 845-306-5602
Fax: 845-225-5130



Reply Reply all Forward

**Donations/Gifts for Robert I. Schwartz Memorial Bench
Lake Carmel Park District**

April 30, 2024

<u>Donation received from</u>	<u>Check #</u>	<u>Amount</u>
Collen Hardin	121	\$25.00
Karen Boldrin	5178	\$25.00
Andrew and Elisabeth Allison	4665	\$25.00
Patricia Keenan	5202	\$30.00
Barbara Reynolds	6632	\$50.00
Sarena Chisick	10724	\$50.00
Karen Dogherty	1452	\$50.00
Elaine and Ralph Alicea	102	\$100.00
Mary Keenan	6508	\$30.00
Richard and Joanne Smith	13339	\$50.00
Tony & Beth Makaj	1155	\$1,715.00
Miscellaneous Donations (WR)	1155	\$91.00
Joel & Ellyn Fisher	506	\$ 150.00
Total		\$2,391.00

Agenda Item: Seasonal Park Workers

Lake Carmel Parks Clerk <lcpdclerk@townofkentny.gov>

Fri 5/3/2024 11:54 AM

To:Jaime McGlasson <jmcglasson@townofkentny.gov>

Cc:Claudia Dworaczyk <cdworaczyk@townofkentny.gov>;Payroll Kent
<payrollkent@townofkentny.gov>

 1 attachments (291 KB)

DOC050224-05022024104730.pdf;

Crew Chief Frank Sabatini would like to re-hire the Emily Kovalek and Ethan Kovalek as temporary seasonal maintenance parks workers from May 15 until September 2, 2024.

Emily Kovalek returning at a rate of \$17.00 (Level II)

Ethan Kovalek return at at rate of \$19.00 (Level III)

Attached please find their applications.

Regards,

Heidi Link

Town of Kent

Lake Carmel Park District Clerk

25 Sybil's Crossing

Kent Lakes, NY 10512

Mon. & Tues: 8:00 am - 1:00 pm

Wed: Closed

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