

**Town of Kent**  
**Town Board Meeting**  
**April 16, 2024**

**Workshop/Meeting:** 7:00

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
  - a) EMS- status, position approval, ambulance lease, billing company
  - b) Water Districts-WIIA grant engineering report
  - c) Justice Courts- hire clerk, part-time to full time clerk
  - d) Lake Carmel- hire lifeguard supervisor
  - e) Historical Society- operating permits
4. Vouchers
5. Announcement
6. Public Comment

## EMERGENCY MEDICAL TECHNICIAN

DISTINGUISHING FEATURES OF THE CLASS: Work involves provision of initial first-aid treatment or emergency medical care, through an ambulance service, at the site of the occurrence. Responsibilities include patient assessment, diagnosis of immediate medical condition(s) caused by either disease or injury, and appropriately rendering emergency treatment. Treatment is performed in accordance with established medical protocols. Work is performed under general supervision of the EMS Administrator. Supervision is not a requirement of the position. Performs related work as required.

### TYPICAL WORK ACTIVITIES: (Illustrative only)

- Receives and transmits communications from the public and agencies requesting emergency medical services;
- Responds to emergency medical calls, gains access to the patient and assesses the extent of their injuries or illness;
- Provides life support services to stabilize persons in life threatening situations resulting from trauma and other medical conditions;
- Uses prescribed techniques and equipment to provide patient care and provide additional emergency care following established protocols;
- Assesses and monitors vital signs and general appearance of patient for change;
- Determines appropriate medical facility to which patient will be transported and transports patient;
- Provides transport to and from hospitals, nursing homes or other requested locations;
- Provides ongoing medical care on route, as required;
- Operates a two-way radio for a voice medical emergency medical radio link with a hospital emergency room to enable trauma victim's condition to be diagnosed and life maintaining instructions to be relayed to the ambulance and appropriate action taken;
- Reports verbally and in writing, the nature of patient's emergency/injury/illness and observations of patient's emergency care provided, to emergency department staff, in accordance with established procedures;
- Complies with regulations in handling deceased;
- Prepares a variety of records and reports related to emergency medical care given, in accordance with ambulance service procedures;
- Replaces supplies, properly disposes of medical waste, decontaminates interior of ambulance and related equipment according to established guidelines;
- Ensures cleanliness and organization of ambulance, equipment and supplies and checks all equipment for future readiness;
- Performs minor administrative functions/tasks as assigned by supervisor;
- Maintains ambulance in operable condition, ensures vehicle readiness by checking fluids, fuel and air pressure levels;
- Uses computer applications such as spreadsheets, word processing, calendar, email and database software in performing work assignments;
- May drive an ambulance/emergency vehicle, as needed;
- Performs a variety of related activities as required.

## EMERGENCY MEDICAL TECHNICIAN (cont'd)

*Typical Work Activities are intended only as illustrations of possible types of work that might be appropriately assigned to an incumbent of this title. Work activities that do not appear above are not excluded as appropriate work assignments, as long as they can be reasonably understood to be within the logical limits of the job.*

### FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of the principals, practices and techniques of emergency treatment procedures; good knowledge of equipment and supplies used in administering emergency medical treatment; good knowledge of operation and maintenance of biomedical telemetry and other specialized medical equipment and technology used in administering emergency medical treatment; good knowledge of recent developments in the field of emergency medical treatment; working knowledge of the geography of the area; strength, stamina and endurance to perform rescues; ability to perform calmly and efficiently in crisis situations; ability to evaluate the extent of illness or injury; ability to prepare and maintain accurate records; dependability; integrity; good judgment; resourcefulness; tact and courtesy.

### MINIMUM QUALIFICATIONS:

Graduation from high school or possession of a comparable diploma and possession of a valid New York State Department of Health Certification as Emergency Medical Technician-Basic (EMT-Basic) or higher certification, at time of appointment.

### SPECIAL REQUIREMENT:

Possession of a valid motor vehicle operator's license at the time of appointment.

**222**  
**FORM**

**PUTNAM COUNTY PERSONNEL DEPARTMENT**  
**NEW POSITION DUTIES STATEMENT**

Leave Space Blank ~ For Civil Service Use Only

The 222 New Position Duties Statement is to be completed by a Department Head or other Appointing Authority for the purpose of requesting the establishment of a new position. A 222 New Position Duties Statement must be completed for each separate new position requested, however, one 222 New Position Duties Statement may be submitted for two or more identical positions in the same organizational unit. ***If a position exists already, complete a Form 220 Job Analysis Questionnaire*** (to be completed by an incumbent when possible). ***If requesting an additional position(s) in an existing title, complete a Form 222A.***

PLEASE RETURN THIS COMPLETED FORM **WITH ORIGINAL SIGNATURES** to Putnam County Personnel Department  
110 Old Route Six, Bldg 3, Carmel, NY 10512  
**BE SURE TO KEEP A COPY FOR YOUR RECORDS!**

In the event of any questions/follow up- please provide the following information for a contact person in your department/agency:

Name: Alex Roehner Title: EMS Coordinator  
Email: aroehner@townofkentny.gov Phone: 845-306-5613

DATE: 03/20/2024 MONTH/DAY/ YEAR	1. <input checked="" type="checkbox"/> COUNTY <input checked="" type="checkbox"/> NON-COUNTY	2. Name of Department, Town, Village, School District, Library, or Special District: Town of Kent EMS Department	3. WORK LOCATION:
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4. REQUESTED/ANTICIPATED TITLE OF NEW POSITION<sup>1</sup>: Shift Supervisor

5. POSITION INFORMATION: <input checked="" type="checkbox"/> FULL TIME <input checked="" type="checkbox"/> PART TIME <input type="checkbox"/> TEMPORARY <input type="checkbox"/> SEASONAL HOURS PER WEEK <u>40</u>	6. SUPERVISION — CHECK THE BOX THAT BEST DESCRIBES THE POSITION: <input type="checkbox"/> DOES NOT SUPERVISE <input type="checkbox"/> SUPERVISES LARGE NUMBER OF EMPLOYEES <input checked="" type="checkbox"/> LEADS AND PARTICIPATES IN WORK <input checked="" type="checkbox"/> OTHER SUPERVISORY SITUATION OR RESPONSIBILITIES: <input checked="" type="checkbox"/> SUPERVISES SMALL NUMBER OF EMPLOYEES
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7. LIST NAMES & TITLES OF EMPLOYEES WHO WILL BE DIRECTLY SUPERVISED BY AN INCUMBENT IN THIS POSITION, FOR WHOM THIS INCUMBENT WILL BE THE IMMEDIATE SUPERVISOR. INCLUDE ONLY EMPLOYEES WHO WILL REPORT FOR WORK ASSIGNMENTS TO, & WHOSE WORK PERFORMANCE WILL BE REVIEWED & EVALUATED BY, THE INCUMBENT OF THIS POSITION.

NAME	TITLE
TBD	

8. TOTAL NUMBER OF EMPLOYEES FOR WHOM AN EMPLOYEE IN THIS POSITION WILL BE RESPONSIBLE (DIRECTLY OR INDIRECTLY): Approx. 20 - Confirmed number TBD

9. LIST NAMES AND TITLES OF PERSONS WHO WILL SUPERVISE OR DIRECT AN INCUMBENT IN THIS POSITION. INDICATE THE DEGREE OF SUPERVISION:

NAME	TITLE	DEGREE OF SUPERVISION (General <sup>2</sup> or Direct <sup>3</sup> )
Alex Roehner	EMS Coordinator- Chief	Department Head

<sup>1</sup> Please note: All aspects of classification, including final title decisions fall under the purview of the Personnel Department.  
<sup>2</sup> **General Supervision** - indicates supervision received when the position is subject to control through conference, review of reports and occasional on-the job inspection. The work is not constantly reviewed or checked, but supervision is normally available when needed.  
<sup>3</sup> **Direct Supervision** - indicates that either all work shall be reviewed, and its performance closely supervised or that all work which is other than routine in terms of the skills required shall be reviewed and its performance supervised.

**10. LIST NAMES & TITLES OF PERSONS DOING SUBSTANTIALLY THE SAME KIND AND LEVEL OF WORK AS WILL BE DONE BY THE INCUMBENT OF THIS POSITION:**

NAME	TITLE

**11. SUMMARY OF POSITION: *Attach additional pages if needed.***

**Explanation of reason/context of new job including where this position fits in your current organizational structure:**

The Field Supervisor position will be filled by a full-time NYS certified Emergency Medical Technician or higher. This position is designed to eliminate the immediate need for an assistant chief or administrator while providing management of employees, patient care, and other administrative duties. This position reports directly to the Division Chief and will oversee the EMT's who are scheduled to work on their shift.

The Putnam County job description for Emergency Medical Technician CR - 18 T & E is the foundation for this position. Potential candidates must meet or exceed the basic qualifications for the EMT position before being considered for Field Supervisor with additional responsibilities.

**12. DESCRIPTION OF DUTIES:**

**PLEASE DESCRIBE THE WORK IN FULL DETAIL. LIST ALL MAJOR DUTIES AND RESPONSIBILITIES IN ORDER OF IMPORTANCE. IN THE LEFT COLUMN, GIVE YOUR BEST ESTIMATE OF THE PERCENT OF THE JOB AS TOTAL FOR EACH DUTY OR RESPONSIBILITY. PLEASE DO NOT ATTACH AN ESTABLISHED PUTNAM COUNTY JOB SPECIFICATION WITHOUT PROVIDING FURTHER INFORMATION. *Attach additional pages if needed.***

**% OF TIME      JOB DUTIES DESCRIPTIONS ~ SEPARATE PARAGRAPH FOR EACH DUTY/TYPE OF WORK, IN ORDER OF IMPORTANCE:**

100 %	Provides pre-hospital emergency medical patient care and transport.
100%	Responsible for the oversight of EMTs to ensure compliance with rules, regulations and standard operational protocols.
25%	Assists with new hire training and orientation.
10%	Assist with maintaining and updating the employee schedule.
10%	Assists with employee records management.
10%	Assists with employee evaluations and performance reviews.
25%	Completes daily end of shift reports, ensures 800 compliance and files paperwork as needed.
20%	Assist with supply and equipment inventory and submits order requests to vendors.
20%	Enforces the cleanliness of the station, ambulances and work areas.
10%	Schedules maintenance and preventative maintenance on equipment and vehicles
25%	Assists with QA/QI on patient care reports to ensure protocol compliance and adhere to billing guidelines
10%	Assists with QA/QI on patient care reports to ensure protocol compliance and adhere to billing guidelines
5%	Attends training classes with possibility of working as an instructor
10%	Assist with the development and execution of training exercises
5%	Attends regular operational meetings
20%	Attends county meetings when representation is needed
100%	Takes part in community initiatives
<p>Maintains strong working relationships with hospital staff, surrounding FD/PD/EMS departments and community agencies.</p> <p>***The functions and duties listed are intended only as an illustration of the various types of work that may be requested but it not a detailed list of all the work requirements that may be inherent for the position.*</p>	

**13. MINIMUM QUALIFICATIONS: EDUCATION. CHECK THE BOX BELOW TO INDICATE THE LEVEL OF EDUCATION THAT YOU THINK SHOULD BE REQUIRED FOR THIS POSITION:**

<input type="checkbox"/> Requires no specific formal education <input checked="" type="checkbox"/> High school, GED, or comparable diploma, or Completion of an equivalent technical or Vocational program	<input type="checkbox"/> College study or post high school education. How many years (check one)? <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 Specific Degree or field of study? Emergency Medical Services	<input type="checkbox"/> Masters degree (MS, MA, MBA, MPA, etc.) Specific Degree?  <input type="checkbox"/> Professional degree (PhD, MD, RN, JD, etc.) Specific Degree?
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**14. PLEASE LIST ANY LICENSES OR CERTIFICATES THAT ARE REQUIRED FOR THIS POSITION:**  
 NYS Certified Emergency Medical Technician or higher

**15. PLEASE LIST ANY SPECIFIC FIELDS OF STUDY OR VOCATIONAL/TECHNICAL SPECIALIZATIONS THAT ARE REQUIRED FOR THIS POSITION:**  
 In addition to the NYS-DOH EMS certification, the candidate must hold a valid driver's license, AHA BLS/CPR Card and basic NIMS/FEMA training.

**16. MINIMUM QUALIFICATIONS; EXPERIENCE. Work experience necessary to perform this job -- please indicate amount and type of experience.**  
 Minimum of two (2) years of experience as an EMT - Paid EMT experience preferred but not required.  
 Minimum of one (1) year supervisory or leadership experience in relevant field or demonstrated ability to work autonomously.  
 Strong familiarity with the Town of Kent and surrounding communities

**17. ESSENTIAL KNOWLEDGES, SKILLS AND ABILITIES.**  
 Excellent interpersonal skills and the ability to connect with patients from  
 Strong written and oral communication skills  
 Comfortable working with Office platforms - Excel, Word, Power Point Publisher.,  
 Understanding of NYS EMS standards and protocols  
 Professionalism, maturity and leadership skills.

**CERTIFICATION OF APPOINTING AUTHORITY OR DEPARTMENT HEAD**  
 I certify that the above statements are, to the best of my knowledge and belief, accurate and complete.

	Alex Roehner	EMS Coordinator - Chief	
DATE	NAME	TITLE	SIGNATURE

**CERTIFICATION OF PERSONNEL DEPARTMENT**  
 In accordance with the provisions of Civil Service Law, Section 22, the Putnam County Personnel Department certifies that the appropriate civil service title for the position described is:

DATE	NAME	TITLE	SIGNATURE

**ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY**  
 Establishment of Position Described Herein:  APPROVED  DISAPPROVED

DATE	NAME	TITLE	SIGNATURE



April 4, 2024

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

Re: Proposal for Engineering Services – Drinking Water System Improvements  
Preparation of PERs, IUP Project Listings, and WIIA grant funding applications  
File: 702.5031

Dear Supervisor McGlasson:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for project development services for the Town of Kent's drinking water systems. This proposal is for B&L to assist the Town in preparing separate New York State Environmental Facilities Corporation (NYS EFC) Intended Use Plan (IUP) project listings and Water Infrastructure Improvement Act (WIIA) funding applications addressing the Town's emerging contaminant issues and its source capacity and storage issues. The IUP project listings and WIIA funding applications will be prepared based on the 2023 Preliminary Engineering Report (PER), prepared by B&L. Based on new feedback from NYS Department of Health (NYSDOH) regarding the Bipartisan Infrastructure Law (BIL) grants for emerging contaminants, the project proposed in 2023 must be broken into two (2) separate IUP projects to isolate the effort focused on removing PFAS from the Town's source water. As such, B&L will create two (2) separate PERs to delineate the water quality work from the source and storage improvements. The IUP project listing and WIIA application deadlines were both recently announced as June 14, 2024.

### **Scope of Services**

B&L proposes to provide the following scope of services:

#### **Task 1 – Kickoff Meeting**

Attend a virtual kick off meeting with the Town to review the application requirements, establish lines of communication, schedule and deliverables. B&L will discuss the submission of the IUP project listing and WIIA application for both projects and the likelihood for each of receiving funding. This meeting will be held virtually via a Zoom meeting set up by B&L.

#### **Task 2 – Preliminary Engineering Report**

Using the PER prepared by B&L in 2023, we will split the report into two (2) fully EFC-compliant PERs. One PER will include the removal of PFAS, improve CT, and improve source capacity, and the other PER will improve the storage in Kent District No. 2 (KD2). B&L will update the opinion of probable project cost in each PER by splitting out the cost of each project component and re-evaluating the opinion of probable project cost prior to finalizing the split PERs. We will also update the costs to reflect current conditions.



*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)
	\$17,800	Total Fee



Jaime McGlasson, Supervisor  
Town of Kent  
April 4, 2024  
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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.

  
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 & LOGUIDICE, 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**

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**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](http://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](mailto: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:		Date:	
<b>Electronic Signature of MBO:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
<b>Prime Firm is Certified as:</b> <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:	
Total Contract Amount: \$		MWBE GOAL Total	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:	NYS Certified M/WBE Subcontractor Info	Contract Amount:	For EFC Use:
<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:  Business Name: Address: Scope of Work: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A Full Contract Amount: \$	Fed. Employer ID#: Phone #: Email: Start Date: Completion Date:		
Business Name: Address: Scope of Work: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A Full Contract Amount: \$	Fed. Employer ID#: Phone #: Email: Start Date: Completion Date:		
Business Name: Address: Scope of Work: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A Full Contract Amount: \$	Fed. Employer ID#: Phone #: Email: Start Date: Completion Date:		
Business Name: Address: Scope of Work: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A Full Contract Amount: \$	Fed. Employer ID#: Phone #: Email: Start Date: Completion Date:		

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

**SECTION 3: MWBE SUBCONTRACTOR INFORMATION continued**

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

<b>SIGNATURE</b>	
<b>Electronic Signature of Contractor:</b> <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.	<b>Date:</b>
<b>Name (Please Type):</b>	



**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 fields 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 identification fields]



Kent Justice Court  
25 Sybil's Crossing  
Kent Lakes, New York 10512  
Kevin L. Douchkoff, Town Justice  
Timothy J. Curtiss, Town Justice  
(845) 225-1606 • Fax (845) 306-5280

Honorable Jaime McGlasson,  
Town Supervisor &  
Town Board Members  
25 Sybil's Crossing  
Kent Lakes, New York 10512

April 10, 2024

Dear Madame Supervisor and Board Members,

In addition to hiring Judge Douchkoff's Clerk, we would like the Boards permission to hire Brittany Lowe to a full-time clerk's position at a salary of \$60,000.00. Brittany is currently in a part-time position at a salary of \$52,000.00. Currently in our 2024 budget we have the money to fund this increase. Due to the current vacancy of Judge Douchkoff's Clerk there has been a savings of \$15,000.00. In addition, there will be an additional \$9,000.00 savings upon the appointment of Judge Douchkoff's Clerk.


Both clerk positions require a particular skill level, Brittany has over 10 years of experience and with Jessica training Kelly. We believe salary is commensurate with their skill levels.

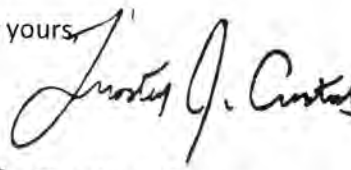
Currently with the increase in manhours, we have seen an increase of \$19,000.00 in revenue for the Town in the first two months of 2024 over the first two months of 2023. We anticipate this increase to continue. With the additional manhours and are anticipating an increase in revenue of \$100,000.00 over 2023.

In addition, we anticipate the LGMIRF Grant being approved for Records Management, which will lower our part-time budget by approximately \$11,500.00 which has been used to fund Kristin MacDonald's position.

Thank you for your anticipated cooperation. We are willing and able to meet in an executive session we are available.

Very truly yours,

  
Kevin L. Douchkoff  
Town Justice

  
Timothy J. Curtiss  
Town Justice



Kent Justice Court  
25 Sybil's Crossing  
Kent Lakes, New York 10512  
Kevin L. Douchkoff, Town Justice  
Timothy J. Curtiss, Town Justice  
(845) 225-1606 • Fax (845) 306-5280

Honorable Jaime McGlasson,  
Town of Kent Supervisor &  
Town Board Members  
25 Sybil's Crossing  
Kent Lakes, New York 10512

April 10, 2024

Dear Madam Supervisor and Board Members,

I am writing to request that this Honorable Board appoint Ms. Kelly Milambro to fill the vacancy for the Court Clerk's position.

Ms. Miliambro has been an Administrative Assistant for many years and has worked in offices that require confidentiality. She has also come to court proceedings at the Kent Justice Court to observe court operations, with the hopes of starting a career within the court system.

Judge Curtiss and I have interviewed eight candidates for the position of Court Clerk. We believe that, with her quick ability to learn and some knowledge of our Court System, Ms. Miliambro has the ability to learn the position and intime she will successfully step into the Court Clerk's position and begin assisting this Court.

Attached please find Ms. Miliambro resume for your review.

Respectfully,

Kevin L. Douchkoff  
Town Justice

/kld

## Jaime McGlasson

---

**From:** Lake Carmel Parks Clerk  
**Sent:** Thursday, April 11, 2024 9:55 AM  
**To:** Jaime McGlasson  
**Cc:** Claudia Dworaczyk  
**Subject:** 2024 Seasonal Lifeguard Supervisor Hiring

After receiving an application from James Garbarino re-applying for the Lifeguard Supervisor position, the Lake Carmel Park District recommends hiring James Garbarino as the 2024 seasonal Lake Carmel Lifeguard Supervisor at a salary of \$9,750.00.

Thank you,

**Heidi Link**

**Town of Kent**

**Lake Carmel Park District Clerk**

25 Sybil's Crossing

Kent Lakes, NY 10512

WINTER HOURS

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

Wed: Closed

Thurs. & Fri.: 8:00 am - 1:00 pm

Email: [lcpdclerk@townofkentny.gov](mailto:lcpdclerk@townofkentny.gov)

Office: 845-306-5602

Fax: 845-225-5130



Town of Kent  
25 Sybil's Crossing  
Kent Lakes NY 10512

KENT TOWN CLERK  
2024 MAR 29 PM 1:11

Emailed FI 4/1/24

Application #: \_\_\_\_\_

# OPERATING PERMIT APPLICATION FORM

Page 1 of 4

Sedum1@COMCAST.NET

## Part I Applicant/Building Information

Applicant's Name: KENT HISTORICAL SOCIETY

Applicant's Address: 26 FAIRVIEW CT CARMEL NY 10512

Contact Person: ANTHONY CIRITILLO Telephone: 845 652-0527

Address of Premises for which Operating Permit is requested:  same as above

Other (specify): 1374 ROUTE 52, KENT NY.

Tax Map Number: 2-1-13 Current Occupancy Class: \_\_\_\_\_

## Part II Type Operating Permit

An Operating Permit is required to conduct any activity or to use any class of building listed below. Please indicate the type(s) of Operating Permit(s) requested by checking each applicable box. (If you require assistance, or would like more information, contact the Town of Kent Building Department at 845-225-3900.)

- Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4), of the Fire Code of New York State (see 19 NYCRR Part 1225); (See Appendix A.) Identify the materials and quantities and describe the manner in which the materials will be manufactured, stored or handled (attach additional sheets if necessary):  
\_\_\_\_\_
- Conducting a hazardous process or activity (including but not limited to, any commercial or industrial operation which produces combustible dust as a byproduct, fruit and crop ripening, and waste handling; (See Appendix B.) Describe the process(es) or activity(ies) to be conducted (attach additional sheets if necessary):  
\_\_\_\_\_
- Use of pyrotechnic devices in assembly occupancies; (See Appendix C.) Describe the proposed use (attach additional sheets if necessary):  
\_\_\_\_\_
- Use of a building containing one or more areas of public assembly with an occupant load of 100 persons or more (See Appendix D.) Describe the proposed use (attach additional sheets if necessary):  
\_\_\_\_\_



Town of Kent  
25 Sybil's Crossing  
Kent Lakes NY 10512

Application #: \_\_\_\_\_

## OPERATING PERMIT APPLICATION FORM

### Part II (continued)

Page 2 of 4

- Temporary Sales Events (attach a plan drawn to scale showing the general location of the building and / or lot where the temporary sales event is)

APRIL 28, MAY 26, SEPT 1, OCT 13

- Use of a building whose use or occupancy classification has been determined by Town of Kent Building Department as posing a substantial potential hazard to public safety. (See Appendix E.) Describe the proposed use (attach additional sheets if necessary):

\_\_\_\_\_  
\_\_\_\_\_

---

### Part III Premises/Building Information

---

1. Date of last Inspection of Premises? \_\_\_\_\_

2. Has a Certificate of Occupancy been issued for the premises?

YES  
 NO

Type:  Permanent  Temporary

Date of Issuance: \_\_\_\_\_

3. Date(s) of issuance of previous Certificate(s) of Occupancy? (If any): \_\_\_\_\_

4. Are there currently any open Building Permits associated with the premises?  
If yes, please describe (attach additional sheets if necessary):

YES

NO

\_\_\_\_\_  
\_\_\_\_\_

5. Have any violations to the Uniform Code been issued in relation to the Premises?

YES

NO

If yes, please describe (attach additional sheets if necessary):

\_\_\_\_\_  
\_\_\_\_\_

6. Have any variances to the Uniform Fire Prevention and Building Code been granted in relation to these premises?

YES

NO

If yes please describe (attach additional sheets if necessary): (Include Variance Decision Number)

\_\_\_\_\_  
\_\_\_\_\_

Town of Kent  
25 Sybil's Crossing  
Kent Lakes NY 10512

Application #: \_\_\_\_\_

### OPERATING PERMIT APPLICATION FORM

Part III (continued)

Page 3 of 4

7. Additional Comments:

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#### SIGNATURE OF APPLICANT

I hereby certify that the foregoing information (and all information in attached sheets, if any) is true and complete.

Arthur Cortelli  
Signature of Applicant or Authorized Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

Arthur Cortelli  
Name (and Title, if applicable) of person signing Application (Please print) \_\_\_\_\_

#### Part IV

To be completed by *Town of Kent Building and or Fire Inspector*

Inspection Required  YES  NO

Inspections Performed  YES  NO Date of Inspection: \_\_\_\_\_

Tests or Reports required verifying compliance?  YES  NO

If YES, have Tests or Reports been received?  YES  NO

Description:

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Application(s) Approved:  YES  NO

Operating Permit Issued By: \_\_\_\_\_

Date Operating Permit Issued: \_\_\_\_\_ Date Operating Permit Expires: \_\_\_\_\_

Type/Description of Operating Permit: \_\_\_\_\_

Conditions of Operating Permit (list conditions here AND in the space provided in the Operating Permit):

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Additional Comments:

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Town of Kent Building Department

OPERATING PERMIT

This Operating Permit must be displayed at Premises

Application #: \_\_\_\_\_

Applicant's Name: Anthony Civitillo

Applicant's Address: 26 Fairview Ct Carmel NY 10517

Contact Person: Anthony Civitillo Telephone: 845-652-0527

Address of Premises for which Operating Permit is requested:  same as above

Other (specify): 1374 Rt. 52 Kent NY

Date of Issuance: \_\_\_\_\_, 20\_\_\_\_ Expiration Date: \_\_\_\_\_, 20\_\_\_\_

This Operating Permit is issued to the Applicant named above to conduct the activity(ies) and/or to use the class(es) of buildings indicated below at the Premises specified above:

- Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4), of the Fire Code of New York State (see 19 NYCRR Part 1225); as described in the Application.
- Conducting a hazardous process or activity; as described in the Application.
- Use of pyrotechnic devices in assembly occupancies; as described in the Application.
- Use of a building containing one or more areas of public assembly with an occupant load of 100 persons or more; as described in the Application.
- Use of a building whose use or occupancy classification has been determined by *Town of Kent Building Department* as posing a substantial potential hazard to public safety; as described in the Application.

The conditions, surroundings and arrangements for the activity(ies) and/or use(es) subject to this Operating Permit shall be in accordance with all applicable laws, ordinances, regulations and the conditions (if any) mentioned below. The Premises shall be subject to periodic inspection by *Town of Kent Building Department* to ensure compliance with all applicable laws, ordinances, regulations and conditions. The Operating Permit is subject to revocation for failure to comply with any applicable law, ordinance, regulation or condition. This Operating Permit shall expire on the earlier of the Expiration Date specified above or on the date of revocation pursuant to the preceding sentence. CONDITIONS (continue on attached sheets, if necessary):

\_\_\_\_\_  
\_\_\_\_\_

Town of Kent Building Department

By: \_\_\_\_\_

Name/Title \_\_\_\_\_



## Town of Kent Building Department OPERATING PERMIT

This Operating Permit must be displayed at Premises

Application #: 2-1-13

Application's Name: Kent Historical Society

Applicant's Address: 26 Fairview Ct, Carmel, NY 10512

Contact Person: Anthony Civitillo

Telephone: 845-652-0527

Address of Premises for which Operating Permit is requested:  same as above  Other (specify):

1374 Route 52, Kent Lakes, NY 10512 - USE OF PARKING LOT FOR TEMPORARY TAG SALE

Date of Issuance: April 28, 2024

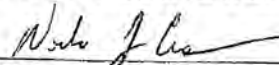
Expiration: April 29, 2024

This Operating Permit is issued to the Applicant named above to conduct the activity(ies) and/or to use the class(es) of buildings indicated below at the Premises specified above:

- Cutting & Welding Operations - New York State Fire Code - 3501.2
- Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 5003.1.1(1), 5003.1.1(2), 5003.1.1(3) or 5003.1.1(4), of the New York State Fire Code (see 19 NYCRR Part 1225); as described in the Application.
- Conducting a hazardous process or activity; as described in the New York State Fire Code. 104.1 & 2301.1
- Use of pyrotechnic devices in assembly occupancies; as described in the Application
- Use of a building containing one or more areas of public assembly with an occupant load of 100 persons or more; as described in the Application.
- Use of a building whose use or occupancy classification has been determined by *Town of Kent Building Department* as posing a substantial potential hazard to public safety; as described in the Application.

The conditions, surroundings and arrangements for the activity(ies) and/or use(es) subject to this Operating Permit shall be in accordance with all applicable laws, ordinances, regulations and the conditions (if any) mentioned below. The Premises shall be subject to periodic inspection by *Town of Kent Building Department* to ensure compliance with all applicable laws, ordinances, regulations and conditions. The Operating Permit is subject to revocation for failure to comply with any applicable law, ordinance, regulation or condition. This Operating Permit shall expire on the earlier of the Expiration Date specified above or on the date of revocation pursuant to the preceding sentence. CONDITIONS (continue on attached sheets, if necessary):

TOWN OF KENT BUILDING DEPARTMENT

By:   
Nicholas J. Cecere, Fire Inspector



*Town of Kent Building Department*  
**OPERATING PERMIT**

This Operating Permit must be displayed at Premises

Application #: 2-1-13

Application's Name: Kent Historical Society

Applicant's Address: 26 Fairview Ct, Carmel, NY 10512

Contact Person: Anthony Civitillo

Telephone: 845-652-0527

Address of Premises for which Operating Permit is requested:  same as above  Other (specify):

1374 Route 52, Kent Lakes, NY 10512 – USE OF PARKING LOT FOR TEMPORARY TAG SALE

Date of Issuance: May 26, 2024

Expiration: May 27, 2024

This Operating Permit is issued to the Applicant named above to conduct the activity(ies) and/or to use the class(es) of buildings indicated below at the Premises specified above:

- Cutting & Welding Operations – New York State Fire Code – 3501.2
- Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 5003.1.1(1), 5003.1.1(2), 5003.1.1(3) or 5003.1.1(4), of the New York State Fire Code (see 19 NYCRR Part 1225); as described in the Application.
- Conducting a hazardous process or activity; as described in **the New York State Fire Code.104.1 & 2301.1**
- Use of pyrotechnic devices in assembly occupancies; as described in the Application
- Use of a building containing one or more areas of public assembly with an occupant load of 100 persons or more; as described in the Application.
- Use of a building whose use or occupancy classification has been determined by *Town of Kent Building Department* as posing a substantial potential hazard to public safety; as described in the Application.

The conditions, surroundings and arrangements for the activity(ies) and/or use(es) subject to this Operating Permit shall be in accordance with all applicable laws, ordinances, regulations and the conditions (if any) mentioned below. The Premises shall be subject to periodic inspection by *Town of Kent Building Department* to ensure compliance with all applicable laws, ordinances, regulations and conditions. The Operating Permit is subject to revocation for failure to comply with any applicable law, ordinance, regulation or condition. This Operating Permit shall expire on the earlier of the Expiration Date specified above or on the date of revocation pursuant to the preceding sentence. **CONDITIONS** (continue on attached sheets, if necessary):

TOWN OF KENT BUILDING DEPARTMENT

By: *Nicholas J. Cecere*  
Nicholas J Cecere, Fire Inspector



*Town of Kent Building Department*  
**OPERATING PERMIT**

This Operating Permit must be displayed at Premises

Application #: 2-1-13

Application's Name: Kent Historical Society

Applicant's Address: 26 Fairview Ct, Carmel, NY 10512

Contact Person: Anthony Civitillo

Telephone: 845-652-0527

Address of Premises for which Operating Permit is requested:  same as above  Other (specify):

1374 Route 52, Kent Lakes, NY 10512 – USE OF PARKING LOT FOR TEMPORARY TAG SALE

Date of Issuance: September 1, 2024

Expiration: September 2, 2024

This Operating Permit is issued to the Applicant named above to conduct the activity(ies) and/or to use the class(es) of buildings indicated below at the Premises specified above:

- Cutting & Welding Operations – New York State Fire Code - 3501.2
- Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 5003.1.1(1), 5003.1.1(2), 5003.1.1(3) or 5003.1.1(4), of the New York State Fire Code (see 19 NYCRR Part 1225); as described in the Application.
- Conducting a hazardous process or activity; as described in **the New York State Fire Code, 104.1 & 2301.1**
- Use of pyrotechnic devices in assembly occupancies; as described in the Application
- Use of a building containing one or more areas of public assembly with an occupant load of 100 persons or more; as described in the Application.
- Use of a building whose use or occupancy classification has been determined by *Town of Kent Building Department* as posing a substantial potential hazard to public safety; as described in the Application.

The conditions, surroundings and arrangements for the activity(ies) and/or use(es) subject to this Operating Permit shall be in accordance with all applicable laws, ordinances, regulations and the conditions (if any) mentioned below. The Premises shall be subject to periodic inspection by *Town of Kent Building Department* to ensure compliance with all applicable laws, ordinances, regulations and conditions. The Operating Permit is subject to revocation for failure to comply with any applicable law, ordinance, regulation or condition. This Operating Permit shall expire on the earlier of the Expiration Date specified above or on the date of revocation pursuant to the preceding sentence. **CONDITIONS** (continue on attached sheets, if necessary)

TOWN OF KENT BUILDING DEPARTMENT

By: *Nicholas J Cecere*  
Nicholas J Cecere, Fire Inspector



## Town of Kent Building Department OPERATING PERMIT

This Operating Permit must be displayed at Premises

Application #: 2-1-13

Application's Name: Kent Historical Society

Applicant's Address: 26 Fairview Ct, Carmel, NY 10512

Contact Person: Anthony Civitillo

Telephone: 845-652-0527

Address of Premises for which Operating Permit is requested:  same as above  Other (specify):

1374 Route 52, Kent Lakes, NY 10512 – USE OF PARKING LOT FOR TEMPORARY TAG SALE

Date of Issuance: October 13, 2024

Expiration: October 14, 2024

This Operating Permit is issued to the Applicant named above to conduct the activity(ies) and/or to use the class(es) of buildings indicated below at the Premises specified above:

- Cutting & Welding Operations – New York State Fire Code - 3501.2
- Manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 5003.1.1(1), 5003.1.1(2), 5003.1.1(3) or 5003.1.1(4), of the New York State Fire Code (see 19 NYCRR Part 1225); as described in the Application.
- Conducting a hazardous process or activity; as described in **the New York State Fire Code.104.1 & 2301.1**
- Use of pyrotechnic devices in assembly occupancies; as described in the Application
- Use of a building containing one or more areas of public assembly with an occupant load of 100 persons or more; as described in the Application.
- Use of a building whose use or occupancy classification has been determined by *Town of Kent Building Department* as posing a substantial potential hazard to public safety; as described in the Application.

The conditions, surroundings and arrangements for the activity(ies) and/or use(es) subject to this Operating Permit shall be in accordance with all applicable laws, ordinances, regulations and the conditions (if any) mentioned below. The Premises shall be subject to periodic inspection by *Town of Kent Building Department* to ensure compliance with all applicable laws, ordinances, regulations and conditions. The Operating Permit is subject to revocation for failure to comply with any applicable law, ordinance, regulation or condition. This Operating Permit shall expire on the earlier of the Expiration Date specified above or on the date of revocation pursuant to the preceding sentence. **CONDITIONS** (continue on attached sheets, if necessary):

TOWN OF KENT BUILDING DEPARTMENT

By: Nicholas J. Cecere  
Nicholas J. Cecere, Fire Inspector