

Town of Kent
Town Board Meeting
February 21, 2023

Workshop/Meeting 7pm

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a. Building Department- code changes
 - b. Fireworks
 - c. Portable bathroom Quotes
 - d. Lake Carmel- asbestos testing
 - e. Dispatchers- approve contract
 - f. Ryan's Park- Driveway bid
4. Vouchers
5. Announcement
6. Public Comment

Dear Board Members;

The last time our Chapter 27 was updated was 2/01/2009.

Since that time, the model code for NYS has made some significant changes.

As of January 18, 2022, the foregoing Model Law contains numerous revision to the prior version of the model local law. **The new revisions are in blue text to reflex the change to our Chapter 27. I recommend that we eliminate section 27-14 Septic, cesspool and well permits, and make this a reserve section for future changes.** *(Property owner pay a fee to the Putnam Co. for these services. They are inspected and signed off by Putnam Co. We collect the paperwork only for a CO.)*

The revision are intended to reflect the new version of 19 NYCRR Part 1203, which was adopted on December 14, 2021 and which will become effective on December 30, 2022. The Department of State recommends that each local government responsible for administration and enforcement of the Uniform Code and / or Energy Code review the local law(s) or ordinance(s) that establish it existing code enforcement program and make such changes to such local law(s) or ordinance(s) version of Part 1203.

One way to do so would be to repeal the local law(s) or ordinance(s) that establish the local government's existing codes enforcement program and to adopt a new local law based on the foregoing Model Local law.

Town of Kent, NY / Part II: General Legislation
Chapter 27 Building Administration and Construction

[HISTORY: Adopted by the Town Board of the Town of Kent 1-28-2008 by L.L. No. 4-2008.^m Amendments noted where applicable.]

GENERAL REFERENCES

Fees — See Ch. 36.

Flood damage prevention — See Ch. 39.

Freshwater wetlands — See Ch. 39A.

Illicit discharges to storm sewers — See Ch. 43.

Soil removal — See Ch. 63.

Steep slope protection and stormwater management — See Ch. 66.

Zoning — See Ch. 77.

[1]

Editor's Note: This local law also repealed former Ch. 27, Building Administration, adopted 12-5-1960, as amended.

§ 27-24 Complaints.

§ 27-1 Purpose.

§ 27-2 Definitions.

§ 27-3 Building Inspector and inspectors; appointment.

§ 27-4 Conflicts of interest.

§ 27-5 Building Inspector; powers and duties.

§ 27-6 Records and reports.

§ 27-7 Cooperation of other departments.

§ 27-8 Application for building permits.

§ 27-9 Issuance of building permit.

§ 27-10 Performance of work under building permit.

§ 27-11 Building permit fees.

§ 27-12 Construction inspections.

§ 27-13 Revocation of building permit.

§ 27-14 Septic, cesspool and well permits.

§ 27-15 Stop-work orders.

§ 27-16 Right of entry.

§ 27-17 Certificate of occupancy required; application.

§ 27-18 Issuance of certificate of occupancy.

§ 27-19 Temporary certificate of occupancy.

§ 27-20 Revocation or suspension of certificates.

§ 27-21 Tests of materials and equipment.

§ 27-22 Notification regarding fire or explosion.

§ 27-23 Unsafe buildings and structures.

§ 27-24 Complaints.

§ 27-25 Penalties for offenses.

§ 27-26 Abatement of violations.

§ 27-27 Intermunicipal agreements.

§ 27-28 – Partial Invalidity

§ 27-29 – Effective Date

§ 27-30 Climatic and Geographic Design Criteria

§ 27-31 Condition Assessments of Parking Garages.

§ 27-1 Purpose.

This chapter, along with Chapter **29** and Chapter **38** of the Code of the Town of Kent, provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in this Town. This chapter is adopted pursuant to § 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, other state law, or other section of this chapter, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions of this chapter.

§ 27-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

Assembly Area Shall mean an area in any building, or in any portion of a building, that is primarily used or intended to be used for gathering fifty or more person for uses including, but not limited to , amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes

BUILDING Any structure having a roof supported by columns, poles or walls, used or intended to be used for the shelter or enclosure of persons, animals or property and used for residential, business or industrial purposes.

BUILDING INSPECTOR / Code enforcement officer (CEO) The Building Inspector appointed pursuant to § 27-3 of this chapter.

BUILDING PERMIT A permit issued pursuant to §§ 27-8 through 27-13, inclusive, of this chapter. The term "building permit", construction permit, demolition permit or other permit that authorizes the performance of work, also include a building permit, which is renewed, amended or extended pursuant to any provision of this chapter.

CERTIFICATE OF COMPLIANCE A type of certificate issued pursuant to §§ 27-17 through 27-20, inclusive, of this chapter, stating that work was done in compliance with approved construction documents and the Codes, generally for equipment and non-habitual used

CERTIFICATE OF OCCUPANCY A type of certificate issued pursuant to §§ 27-17 through 27-20, inclusive, of this chapter, stating that work was done in compliance with approved construction documents that have been submitted to, and approved by the Town and indicating that he building or structure, or portion thereof, is in a condition suitable for occupancy.

CHIEF FIRE INSPECTOR Chief Fire Inspector appointed pursuant to § 27-3 of this chapter.

CODE ENFORCEMENT OFFICER – Shall mean the Code Enforcement Officer / Building Inspector appointed pursuant to Chapter 27-3 of this local law

CODE ENFORCEMENT PERSONNEL The Code Enforcement Officer / Building Inspector and all inspectors.

CODES – Shall mean the Uniform code and Energy Code.

COMPLIANCE ORDER

An order issued by the Code Enforcement Officer / Building Inspector pursuant to § 27-25B of this chapter.

ENERGY CODE New York State Energy Conservation Construction Code, as currently in effect and adopted pursuant to Article 11 of the Energy law

FCNYS shall mean the 2020 Fire code of New York State as currently incorporated by reference in 19 NYCRR Part 1225

Fire Safety and Property Maintenance Inspection an inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225 and the NUCRR Part 1226 and the publication incorporated therein by reference.

Hazardous Production Materials shall mean a solid, liquid, or gas, associated with semiconductor manufacturing that has a degree of hazard rating in health, flammability, or instability of Class 3 or 4 , ranked by NFPA 704 (Standard System for Identification of Hazard Material for Emergency Responders), and which is used directly in research, laboratory, or production process which have, as their end product, Materials that are not hazardous.

INSPECTOR - Inspector appointed pursuant to § 27-3 of this chapter.

Mobile Food Preparation Vehicles Means vehicles that contain cooking equipment that produces smoke or grease laden vapors for the purpose of preparing and severing food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

Operating Permit – Shall mean a permit issued pursuant to this local law. The term "Operating Permit" shall also include an Operating Permit which is renewed, amended, or extended pursuant to any provision of this local law.

Order of Remedy – Shall mean an order issued by the Code Enforcement Officer pursuant to 27-3 of this local law.

PERMIT HOLDER The person to whom a building permit has been issued.

PERSON An individual, corporation, limited liability company, partnership, limited partnership, business trust, estate trust, association, or any other legal or commercial entity of any kind or description.

PMCNYS – Shall mean the 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226

RCNYS – Shall Mean the 2020 Residential Code of New York State as currently incorporated by reference in Part 1220

Repair – Shall mean the reconstruction, replacement, or renewal of any part of an existing building for the purpose of its maintenance, or to correct damage

STOP-WORK ORDER An order issued pursuant to § 27-15 of this chapter.

Sugarhouse – Shall mean a building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and / or maple sugar

Temporary Certificate of Occupancy – Shall mean a certificate issued pursuant to §27-19 of this chapter.

TOWN The Town of Kent.

UNIFORM CODE The New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the NYCRR, adopted pursuant to Article 18 of the Executive Law.

§ 27-3 Building Inspector and inspectors; appointment.

- A.** The Building Inspector / Code Enforcement Officer (CEO) is hereby designated to administer and to enforce the Uniform Code and the Energy Code within the Town of Kent.

- B.** The Building Inspector shall be appointed by the Town Board. The Building Inspector shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Building Inspector shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.

- C.** In the event that the Building Inspector is unable to serve as such for any reason, an individual shall be appointed by the Town Board to serve as Acting Building Inspector. The Acting Building Inspector shall, during the term of his or her appointment, exercise all powers and fulfill all duties conferred upon the Building Inspector by this chapter.

- D.** One or more inspectors, including a Chief Fire Inspector, may be appointed by the Town Board to act under the supervision and direction of the Building Inspector and to assist the Building Inspector in the exercise of the powers and fulfillment of the duties conferred upon the Building Inspector by this chapter and any other chapter of the Code of the Town of Kent.

Each inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and each inspector shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.

- E.** The Building Inspector must be a resident of the Town of Kent, Putnam County.

F. The compensation of such Building Inspector and inspectors shall be fixed from time to time by the Town Board.

§ 27-4 Conflicts of interest.

No Building Inspector or inspector shall engage in any activity inconsistent with his or her duties, nor shall, during the term of his or her employment, be engaged, directly or indirectly, in any building business, in the furnishing of labor, materials or appliances for the construction, alteration or maintenance of a building or the preparation of plans or specifications thereof within the Town of Kent, excepting only that this provision shall not prohibit the Building Inspector from such activities in connection with the construction of a building or structure owned by him or her and not constructed for sale.

§ 27-5 Building Inspector (Code Enforcement Officer)(CEO); powers and duties.

A. Except as otherwise specifically provided by law, ordinance or regulation, or except as herein otherwise provided, the Building Inspector/ Code enforcement Officer(CEO) shall administer and enforce all the provisions of laws, ordinances and regulations applicable to the construction, alteration, repair, removal and demolition of buildings and structures, the installation and use of materials and equipment therein, and the location, use, occupancy and maintenance thereof. The Building Inspector shall have the following powers and duties:

- (1) The Building Inspector shall receive, review, and approve or disapprove applications for building permits, certificates of occupancy, temporary certificates and operating permits, and the plans, specifications and construction documents submitted with such applications;
- (2) Upon approval of such applications, issue building permits, certificates of occupancy, certificate of compliance and temporary certificates, and to include in building permits, certificates of occupancy, and temporary certificates and such terms and conditions as the Building Inspector may determine to be appropriate;

- (3)** The Building Inspector shall issue stop-work orders and all appropriate notices or orders to remove illegal or unsafe conditions, to require the necessary safeguards during construction and to ensure compliance during the entire course of construction with the requirements of such laws, ordinances or regulations as may be applicable;
- (4)** The Building Inspector shall review and investigate complaints;
- (5)** The Building Inspector shall have the authority to issue orders pursuant to § 27-25 of this chapter;
- (6)** The Building Inspector shall maintain records;
- (7)** The Building Inspector shall have the authority to collect fees as set by the Town Board of this Town;
- (8)** The Building Inspector shall have the authority to pursue administrative enforcement actions and proceedings;
- (9)** In consultation with the Town's attorney, the Building Inspector shall have the authority to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and this chapter, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code or this chapter, Chapter 29 and Chapter 38 of the Code of the Town of Kent;
- (10)** The Building Inspector shall make all inspections, which are necessary or proper for the carrying out of his or her duties;
- (11)** Whenever necessary or appropriate to assure compliance with the provisions of applicable laws, ordinances or regulations covering building construction, the Building Inspector may require the performance of tests in the field by experienced professional persons or by accredited and authoritative testing laboratories or service bureaus or agencies; and

(12) The Building Inspector shall exercise all other powers and fulfill all other duties conferred upon the Building Inspector by this chapter and the Code of the Town of Kent.

§ 27-6 Records and reports.

- A.** The Building Inspector / CEO shall keep permanent official records of all transactions and activities conducted by the Building Inspector, including records of:
- (1)** All applications received, reviewed and approved or denied;
 - (2)** All plans, specifications and construction documents approved;
 - (3)** All permits, building permits, certificates of occupancy, temporary certificates and stop-work orders issued and all operating permits issued pursuant to Chapter **38** of the Code of the Town of Kent;
 - (4)** All fees charged and collected;
 - (5)** And all inspections and tests performed;
 - (6)** All statements, reports, notices and orders issued;
 - (7)** All complaints received;
 - (8)** All investigations conducted; and
 - (9)** All other features and activities specified in or contemplated by §§ **27-8**, **28-9**, **28-10**, **28-11**, **28-12**, **28-13**, **28-14**, **28-15**, **28-17**, **28-18**, **28-19**, **28-20**, **28-22**, **28-23**, and **28-24** of this chapter and Articles **V** and **VI** of Chapter **38** of the Code of the Town of Kent.
- B.** All such records shall be public records, open to public inspection during business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by state law and regulation.
- C.** The Building Inspector shall submit monthly to the Town Clerk a written report and summary of all business conducted by the Building Inspector, including permits and certificates issued, fees collected, orders and notices promulgated, inspections and tests made and appeals or litigation pending.
- D.** The Building Inspector shall annually submit to the Town Board a written report and summary of all business conducted by the Building Inspector and the Inspectors, including a report and summary of all transactions and

activities described in § **27-6A** of this chapter and a report and summary of all appeals or litigation pending or concluded.

- E.** The Building Inspector shall annually submit to the Secretary of State, on behalf of this Town, on a form prescribed by the Secretary of State, a report of the activities of this Town relative to administration and enforcement of the Uniform Code.

- F.** The Building Inspector shall, upon request of the New York State Department of State, provide to the New York State Department of State, from the records and related materials this Town is required to maintain, excerpts, summaries, tabulations, statistics and other information and accounts of the activities of this Town in connection with administration and enforcement of the Uniform Code.

§ 27-7 Cooperation of other departments.

The Building Inspector may request and shall receive, so far as may be necessary in the discharge of his or her duties, the assistance and cooperation of the Police, Fire and Health Departments or officers and of all other municipal officials exercising any jurisdiction over the construction, use or occupancy of buildings or the installation of equipment therein.

§ 27-8 Application for building permits.

- A.** Except as otherwise provided in § **27-8B** of this chapter, a building permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, and the installation of a solid-fuel-burning heating appliance, chimney or flue in any dwelling unit. No person shall commence any work for which a building permit is required without first having obtained a building permit from the Building Inspector.

B. Exemptions. No building permit shall be required for work in any of the following categories:

- (1)** Construction or installation of one story detached structures associated with one-two family dwelling or multiple single family dwelling (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet (13.38 square meters); Example: 12 ft. x 12 ft.
- (2)** Installation of swings and other playground equipment associated with a one- or two-family dwelling or multiple single-family dwellings(townhouses);
- (3)** Installation of swimming pools associated with a one-or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely above ground;
- (4)** Installation of fences six feet and under which are not part of an enclosure surrounding a swimming pool; or within side and rear yards
- (5)** Construction of retaining walls three feet and under unless such walls support a surcharge or impound Class I, II or IIIA liquids;
- (6)** Construction of temporary motion picture, television and theater stage sets and scenery;
- (7)** Installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);
- (8)** Installation of partitions or movable cases less than five feet nine inches in height;
- (9)** Painting, wallpapering, tiling, carpeting, or other similar finish work;
- (10)** Replacement of any equipment, provided the replacement does not alter

the equipment's listing or render it inconsistent with the equipment's original specifications; or

(11) Repairs, provided that such repairs do not involve:

(a) The removal or cutting away of a load-bearing wall, partition, or portion thereof, or of any structural beam or load-bearing component;

(b) The removal or change of any required means of egress, or the rearrangement of parts of a structure in a manner which affects egress;

(c) The enlargement, alteration, replacement or relocation of any building system; or (Electrical, HVAC, Plumbing, Gas, Mechanical, Chimneys and Vent)

(d) The removal from service of all or part of a fire-protection system for any period of time.

C. Exemption not deemed authorization to perform noncompliant work. The exemption from the requirement to obtain a building permit for work in any category set forth § 28-8B of this chapter shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

D. The application for a building permit shall be made to the Building Inspector on forms provided by or otherwise acceptable to the Building Inspector. The application shall include such information as the Building Inspector deems sufficient to permit a determination by the Building Inspector that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall contain the following information:

(1) A survey of the land on which the proposed work is to be done.

(2) The Tax Map number and the street address of the premises where the work is to be performed.

(3) A statement of the use or occupancy of all parts of the land and of the building or structure including the occupancy classification of any affected building or structure.

(4) The valuation of the proposed work.

(5) The full name and address of the owner and of the applicant, and the names and addresses of their responsible officers if any of them are corporations.

(6) A description of the proposed work.

(7) A duplicate set of plans and specifications, as set forth in Subsection D, below.

(8) Where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code.

(9) Such other information as may reasonably be required by the Building Inspector to establish compliance of the proposed work with the requirements of the applicable building laws, ordinances and regulations.

E. The application shall be made by the owner or lessee, or agent of either, or by the architect, engineer or builder employed in connection with the proposed work. Where such application is made by a person other than the owner, it shall be accompanied by an affidavit of the owner or applicant that the proposed work is authorized by the owner and that the applicant is authorized to make such application.

F. Each application for a building permit shall be accompanied by 2 sets of plans and specifications which define the scope of the proposed work;

(ii) describe the location, nature, extent and scope of proposed work;

(iii) show that the proposed work will conform to the applicable provision of the Codes;

(iv) show the location of work construction, size, and character of all portions of means of egress;

(v) show a representation of the building thermal envelope;

- (vi) show structural information including but not limited to braced walls designs, the size, section and relative location of structural members, design loads, and other pertinent structural information;
- (vii) show the proposed structural, electrical, plumbing, mechanical, fire – protection, and other service systems of the building;
- (viii) include a written statement indicating compliance with the Energy Code
- (ix) include a site plan to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distance from lot lines, the established street grade and proposed finished grades, and as applicable, flood hazard area, floodway and design flood elevation; and
- (x) evidence that the document were prepared by a New York State registered architect or licensed professional engineer where so required by the Education Law Article 147 and 145; indicate with sufficient clarity and detail the nature and extent of the work proposed; substantiate that the proposed work will comply with the Uniform Code and the Energy Code; and include a plot plan, drawn to scale, showing the location and size of all proposed new construction and all existing structures on the site, the location of any existing or proposed well or septic system, the nature and character of the work to be performed and the materials to be incorporated, distance between buildings and structures and lot lines, the relationship of structures on adjoining property, widths and grades of adjoining streets, walks and alleys, and, where required by the Building Inspector, details of structural, mechanical and electrical work, including computations, stress diagrams and other essential technical data.

(1) Whenever the plans accompanying an application are for a structure which, in the opinion of the Building Inspector, is of complex design, the Building Inspector shall require the applicant to file an affidavit signed by a licensed architect or engineer certifying that the plans and specifications comply with the provisions of this chapter in force on the date of the application. In such case, the Building Inspector may, in his or her discretion, employ a licensed architect or engineer to examine the plans.

The amount by which the cost of such examination, not exceeding 1/3 of 1% of the estimated construction cost, is in excess of 1/2 of the permit fee required by § 27-11A of this chapter, shall be added to such permit fee and paid by the applicant before the permit shall be issued. In the event that the

Building Inspector employs a licensed engineer or architect under the provisions of this subsection, the Building Inspector may rely upon the advice of such architect or engineer as to whether such plans and specifications comply with this chapter.

(2) Whenever the plans accompanying an application are for a structure which, in the opinion of the Building Inspector, is of complex design, the Building Inspector may, in his or her discretion, issue the permit subject to the condition that an architect and/or engineer whose qualifications are acceptable to the Building Inspector (and who may be already employed by the owner or builder) be employed by the owner or builder to supervise all work done under the permit, to see that the work conforms to the approved plans and the specifications, and, forthwith upon its completion, to make and file with the Building Inspector an affidavit or affidavits that he or she or they have complied with all inspection requirements of this chapter and that the work has been carried out according to the approved plans and specifications and in accordance with the provisions of this chapter. In such case, the Building Inspector may rely upon such affidavit or affidavits as evidence that such building conforms substantially to the approved plans and specifications and the requirements of this chapter applying to buildings of its class and kind.

(3) Plans and specifications shall bear the signature of the person responsible for the design of the drawings.

G. Plans and specifications will not be accepted as part of an application for a building permit unless they satisfy the requirements set forth in § 27-8F of this section.

H. Amendments to the application or to the plans and specifications accompanying the same may be filed at any time prior to the completion of the work, subject to the approval of the Building Inspector.

§ 27-9 Issuance of building permit.

A. The Building Inspector shall examine or cause to be examined all applications for permits and the plans, specifications and documents filed therewith to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Building

Inspector shall issue a building permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code and the Code of the Town of Kent. He or she shall approve or disapprove the application within a reasonable time.

B. Upon approval of the application and upon receipt of the legal fees therefor, the Building Inspector shall issue a building permit to the applicant upon the form prescribed by the Building Inspector and shall affix his or her signature or cause his or her signature to be affixed thereto.

C. Upon approval of the application, both sets of plans and specifications shall be endorsed with the word "Approved." One set of such approved plans and specifications shall be retained in the files of the Building Inspector and the other set shall be returned to the applicant, together with the building permit, and shall be kept at the building site open to inspection by the Building Inspector or the authorized representative of the Building Inspector at all reasonable times.

D. Upon approval with modifications of the application, both sets of plans and specifications shall be endorsed with the words "Approved as Modified." One set of such approved as modified plans and specifications shall be retained in the files of the Building Inspector and the other set shall be returned to the applicant, together with the reasons for the required modifications, and shall be kept at the building site open to inspection by the Building Inspector or the authorized representative of the Building Inspector at all reasonable times.

E. If the application, together with plans, specifications and other documents filed therewith, describes proposed work which does not conform to all the requirements of the applicable building regulations, the Building Inspector shall disapprove the same and shall return the plans and specifications to the applicant. Upon the request of the applicant, the Building Inspector shall cause such refusal, together with the reasons therefor, to be transmitted to the applicant in writing.

§ 27-10 Performance of work under building permit.

A. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

B. A building permit shall be effective to authorize the commencing of work in accordance with the application, plans and specifications on which it is based for a period of 12 months after the date of its issuance. For good cause, the Building Inspector may allow a maximum of two extensions for a period not exceeding six months each. A building permit which has become invalid or which has expired after such extensions may be renewed upon application by the permit holder, payment of the applicable fee, and approval of the application by the Building Inspector.

C. The issuance of a building permit shall constitute authority to the applicant to proceed with the work in accordance with the approved plans and specifications and in accordance with the applicable building laws, ordinances or regulations. All work shall conform to the approved application, plans and specifications that were submitted with and accepted as part of the application for the building permit. The building permit shall contain such a directive. The permit holder shall immediately notify the Building Inspector of any change occurring during the course of the work. The building permit shall contain such a directive. If the Building Inspector determines that such change warrants a new or amended building permit, such change shall not be made until and unless a new or amended building permit reflecting such change is issued.

§ 27-11 Building permit fees.

A. Upon the filing of an application for a building permit, fees as set forth from time to time by resolution of the Town Board and on the fee schedule^m shall be payable.

[Amended 4-20-2009 by L.L. No. 3-2009; 3-7-2017 by L.L. No. 2-2017]

[1] *Editor's Note: The fee schedule is on file in the Town offices.*

B. In the event that an applicant applies for a building permit after the commencement of work, the fee for such permit shall be double the fee set forth at **§ 27-11A**.

C. In the event that an application for a building permit is not approved, the applicant shall be entitled to a refund of 50% of the fee paid, provided that no construction has been commenced. If construction work has been started and the application is not approved, the fees paid shall not be refunded.

§ 27-12 Construction inspections.

A. Work shall remain accessible and exposed until inspected and accepted by the Building Inspector or by an inspector authorized by the Building Inspector. The permit holder shall notify the Building Inspector when any element of work described in § 27-12B is ready for inspection.

B. The following elements of the construction process shall be inspected, where applicable:

- (1)** Work site prior to the issuance of a building permit;
- (2)** Footing and foundation;
- (3)** Preparation for concrete slab;
- (4)** Framing;
- (5)** Building systems, including underground and rough-in;
- (6)** Fire-resistant construction;
- (7)** Fire-resistant penetrations;
- (8)** Solid-fuel-burning heating appliances, chimneys, flues or gas vents;
- (9)** Inspection required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage system (blower door), mechanical equipment size, and where required minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;
- (10)** installation, connection, and assembly of manufactured building and manufactured homes;
- (11)** A final inspection after all work authorized by the building permit has been completed.

C. Remote inspection. At the discretion of the Building inspector/Code Enforcement Officer or Inspector authorized to perform construction inspection, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Building Inspection/Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed

to the same level and quality as an in-person inspection and the remote inspection to the elements of construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not afford the Building Inspector/ Code Enforcement Officer or such authorize Inspector sufficient information to make a determination, an in-person inspection shall be performed.

D. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the permit holder shall be notified as to where the work fails to comply with the Uniform Code or Energy Code. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

§ 27-13 Revocation of building permit.

A. The Building Inspector may revoke a building permit theretofore issued and approved in the following instances:

(1) Where the Building Inspector finds that there has been any false statement or misrepresentation as to a material fact in the application, plans or specifications on which the building permit was based.

(2) Where the Building Inspector finds that the building permit was issued in error and should not have been issued in accordance with the applicable law.

(3) Where the Building Inspector finds that the work performed under the permit is not being performed in accordance with the provisions of the application, plans or specifications.

(4) Where the work for which a building permit was issued violates the Uniform Code or the Energy Code.

(5) Where the person to whom a building permit has been issued fails or refuses to comply with a stop order issued by the Building Inspector.

B. Such revocation shall remain in effect until such time as the permit holder demonstrates that all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code; and all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

§ 27-14 Septic, cesspool and well permits. ^[1] Would like to REMOVED

This type of work is over-seen by Putnam Co. BOH for work repairs permits.

Reserve this section for future codes change or updates.

The charge for septic, cesspool and well permits shall be as set from time to time by the Town Board.^[2]

[1] *Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I.* [2] *Editor's Note: See Ch. 36, Fees.*

§ 27-15 Stop-work orders.

A. Whenever the Building Inspector has reasonable grounds to believe that the work on any building or structure is being performed without a building permit required by this chapter; or under a building permit that has become invalid, has expired, or has been suspended or revoked; or in violation of the provisions of the Uniform Code, the Energy Code, this chapter or other applicable laws, ordinances or regulations without regard to whether such work is or is not work for which a building permit is required, and without regard to whether a building permit has or has not been issued for such work; or not in conformity with the provisions of the application, plans or specifications on the basis of which a building permit was issued; or in an unsafe and dangerous manner without regard to whether such work is or is not work for which a building permit is required, and without regard to whether a building permit has or has not been issued for such work, the Building Inspector shall notify the owner of the property or the owner's agent or the person performing the work to suspend all work, and any such persons shall forthwith stop such work and suspend all building activities until the stop order has been rescinded.

B. A stop-work order shall be in writing, shall state the reasons for its issuance, and shall state the conditions under which the work may be resumed.

C. A stop-work order shall be served upon a person to whom it is directed either by delivering it personally to him or her or by posting the same upon a conspicuous portion of the building under construction and sending a copy of the same by registered mail. The Building Inspector shall be permitted, but not required, to cause the stop-work order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other person taking part or assisting in work affected by the stop-work order, personally or by registered mail/ Certified Mail provided, however, that failure to serve any person mentioned in this sentence shall not affect the efficacy of the stop-work order.

D. Upon the issuance of a stop-work order, the owner of the affected property, the permit holder and any other person performing, taking part in or assisting in the work shall immediately cease all work which is the subject of the stop-work order.

E. The issuance of a stop-work order shall not be the exclusive remedy available to address any event described in § 27-15A of this section, and the authority to issue a stop-work order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under § 27-25 of this chapter or under any other applicable local law or state law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a stop-work order.

§ 27-16 Right of entry.

Any building official, upon the showing of proper credentials and in the discharge of his or her duties, may enter upon any building, structure or premises at any reasonable hour, and no person shall interfere with or prevent such entry.

§ 27-17 Certificate of occupancy required; application.

A. No building hereafter erected shall be used or occupied in whole or in part until a certificate of occupancy shall have been issued by the Building Inspector.

B. No building hereafter enlarged, extended or altered or upon which work has been performed which required the issuance of a building permit shall

continue to be occupied or used for more than 30 days after the completion of the alteration or work unless a certificate of occupancy shall have been issued by the Building Inspector.

C. No structure, building or portion thereof shall be converted from one use or occupancy classification or sub-classification to another unless a certificate of occupancy authorizing such change shall have been issued by the Building Inspector.

D. The owner of a building for which a certificate of occupancy is required or his or her agent shall make application for such certificate.

§ 27-18 Issuance of certificate of occupancy.

A. The Building Inspector shall issue a certificate of occupancy if the work which was the subject of the building permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code, and the Code of the Town of Kent and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Building Inspector or an inspector authorized by the Building Inspector shall inspect the building, structure or work prior to the issuance of a certificate of occupancy. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Building Inspector, at the expense of the applicant for the certificate of occupancy, shall be provided to the Building Inspector prior to the issuance of the certificate of occupancy:

- (1)** A written statement of structural observations and/or a final report of special inspections, and
- (2)** Flood hazard certifications.

B. Contents of certificate of occupancy. A certificate of occupancy shall contain the following information:

- (1)** The building permit number, if any;
- (2)** The date of issuance of the building permit, if any;
- (3)** The name, address and Tax Map number of the property;

- (4)** If the certificate of occupancy is not applicable to an entire structure, a description of that portion of the structure for which the certificate of occupancy is issued;
- (5)** The use and occupancy classification of the structure;
- (6)** The type of construction of the structure;
- (7)** The assembly occupant load of the structure, if any;
- (8)** If an automatic sprinkler system is provided, a notation as to whether the sprinkler system is required;
- (9)** Any special conditions imposed in connection with the issuance of the building permit; and
- (10)** The signature of the Building Inspector issuing the certificate of occupancy and the date of issuance.

C. Certificates of occupancy for premises that are the subject of a conditional use of site plan approval.

(1) An inspection of the premises shall be made by the Town Planning Board Engineer to assure conformance with the conditional use or site plan. A fee as set from time to time by resolution of the Town Board⁽¹⁾ shall be paid to the Planning Board by the applicant for each inspection by the Town Planning Board Engineer.⁽²⁾

[1] *Editor's Note: See Ch. 36, Fees.*

[2] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

(2) An as-built survey plan shall be filed with and approved by the Planning Board before any certificate of occupancy may be issued for any conditional use or site plan.

D. A charge as set from time to time by resolution of the Town Board⁽³⁾ shall be made for the issuance of a certificate of occupancy.⁽⁴⁾

[3] *Editor's Note: See Ch. 36, Fees.*

[4] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

§ 27-19 Temporary certificate of occupancy.

The Building Inspector shall be permitted to issue a temporary certificate of occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a building permit or work required by a steep slopes or erosion control permit, after review and approval has been given by the Town Board.

However, in no event shall the Building Inspector issue a temporary certificate unless the Building Inspector determines that the building or structure, or the portion thereof covered by the temporary certificate, may be occupied safely; that any fire- and smoke-detecting or fire-protection equipment which has been installed is operational; and that all required means of egress from the building or structure have been provided.

The Building Inspector may include in a temporary certificate such terms and conditions as he or she deems necessary or appropriate to ensure safety or to further the purposes and intent of the Uniform Code.

A temporary certificate shall be effective for a period of time, not to exceed six months, which shall be determined by the Building Inspector and specified in the temporary certificate. During the specified period of effectiveness of the temporary certificate, the permit holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

§ 27-20 Revocation or suspension of certificates.

If the Building Inspector determines that a certificate of occupancy or a temporary certificate was issued in error because of incorrect, inaccurate or incomplete information, and if the relevant deficiencies are not corrected to the satisfaction of the Building Inspector within such period of time as shall be specified by the Building Inspector, the Building Inspector shall revoke or suspend such certificate.

§ 27-21 Tests of materials and equipment.

Whenever there are reasonable grounds to believe that any material, construction, equipment or assembly does not conform to the requirements of the applicable building laws, ordinances or regulations, the Building Inspector may require the same to be subjected to tests in order to furnish proof of such compliance.

§ 27-22 Notification regarding fire or explosion.

The chief of any fire department providing fire-fighting services for a property within this Town shall promptly notify the Building Inspector of any fire or explosion involving any structural damage, fuel-burning appliance, chimney or gas vent.

§ 27-23 Unsafe buildings and structures.

Unsafe structures and equipment in this Town shall be identified and addressed in accordance with the procedures established by Chapter **29** of the Code of the Town of Kent, as now in effect or as hereafter amended from time to time.

§ 27-24 Complaints.

The Building Inspector shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this chapter, or any other law or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Building Inspector may deem to be appropriate:

- A.** Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
- B.** If a violation is found to exist, providing the owner of the affected property and any other person who may be responsible for the violation with notice of

the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in § 27-25 or 27-26 of this chapter;

C. If appropriate, issuing a stop-work order;

D. If a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

§ 27-25 Penalties for offenses.

A. It shall be unlawful for any person, firm or corporation to construct, alter, repair, move, remove, demolish, equip, use or occupy or maintain any building or structure or portion thereof in violation of any provisions of this chapter, or to fail in any manner to comply with a notice, directive or order of the Building Inspector, or to construct, alter or use and occupy any building or structure or part thereof in a manner not permitted by an approved building permit or certificate of occupancy. Violations of this chapter shall be punishable by a maximum fine of \$500. Each day that a violation continues shall be deemed a separate offense.

B. Compliance orders.

(1) The Building Inspector is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this chapter. Upon finding that any such condition or activity exists, the Code Enforcement Officer shall issue a compliance order. The compliance order shall:

(a) Be in writing;

(b) Be dated and signed by the Building Inspector;

(c) Specify the condition or activity that violates the Uniform Code, the Energy Code, or this chapter;

(d) Specify the provision or provisions of the Uniform Code, the Energy Code, or this chapter which is/are violated by the specified condition or activity;

(e) Specify the period of time which the Building Inspector deems to be reasonably necessary for achieving compliance;

(f) Direct that compliance be achieved within the specified period of time; and
(g) State that an action or proceeding to compel compliance may be instituted if compliance is not achieved within the specified period of time.

(2) The Building Inspector shall cause the compliance order, or a copy thereof to be served on the owner of the affected property personally or by registered or certified mail. The Building Inspector shall be permitted, but not required, to cause the compliance order, or a copy thereof; to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other person taking part or assisting in work being performed at the affected property personally or by certified mail, return receipt requested; provided, however, that failure to serve any person mentioned in this sentence shall not affect the efficacy of the compliance order.

C. Any person who shall fail to comply with a written order of the Building Inspector within the time fixed for compliance therewith, and any owner, builder, architect, tenant, contractor, subcontractor, construction superintendent or their agents, or any other person taking part or assisting in the construction or use of any building, who shall knowingly violate any of the applicable provisions of this chapter or any lawful order, notice, directive, permit or certificate of the Building Inspector made thereunder, shall be punishable by a fine of not more than \$500 or 15 days in jail, or both. Each day that an offense continues shall be deemed to constitute a separate offense.

D. Except as provided otherwise by law, an offense under Subsection **A** or **C** of this section shall not be a crime, and the penalty or punishment imposed therefor shall not be deemed for any purpose a penal or criminal penalty or punishment and shall not impose any disability upon or affect or impair the credibility as a witness, or otherwise, of any person convicted thereof.

E. The Building Inspector and any inspectors as may be appointed by the Town Board shall have the authority to issue appearance tickets, under Article 150 of the Criminal Procedure Law of this state, for purposes of enforcement of the Uniform Code, the Energy Code and this chapter.

F. In addition to those penalties prescribed by the state law, any person who violates any provision of the Uniform Code, the Energy Code or this chapter, or any term or condition of any building permit, certificate of occupancy, stop-work order, or other notice or order issued by the Building Inspector pursuant to any provision of this chapter, shall be liable for a civil penalty of not more than \$200 for each day or part thereof during which such violation continues. The civil penalties provided by this subsection shall be recoverable in an action instituted in the name of this Town.

G. No remedy or penalty specified in this chapter shall be the exclusive remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section or in any other section of this chapter, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in any other section of this chapter, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution or limitation of, the penalties specified in Subdivision (2) of § 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in Subdivision (2) of § 382 of the Executive Law.

§ 27-26 Abatement of violations.

An action or proceeding may be instituted in the name of this Town, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this chapter, or any term or condition of any building permit, certificate of occupancy, temporary certificate, stop-work order, operating permit, compliance order, or other notice or order issued by the Building Inspector pursuant to any provision of this chapter. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this chapter, or any

stop-work order, compliance order or other order obtained under the Uniform Code, the Energy Code or this chapter, an action or proceeding may be commenced in the name of this Town, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subsection shall be commenced without the appropriate authorization from the Town Board.

§ 27-27 Intermunicipal agreements.

The Town Board may, by resolution, authorize the Supervisor of this Town to enter into an agreement, in the name of the Town, with other governments to carry out the terms of this chapter, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

§ 27-28 – Partial Invalidity –

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

§ 27-29 – Effective Date –

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

§ 27-30 Climatic and Geographic Design Criteria

(a) The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within the Town Of Kent as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code.

The criteria to be so determined shall include but shall not necessarily be limited to, the following:

(1) design criteria to include ground snow load; wind design loads; seismic

category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;

- (2) heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and
- (3) flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management Agency in the Flood Insurance Study for the community, as amended or revised with:
 - (i) the accompanying Flood Insurance Rate Map (FIRM);
 - (ii) Flood Boundary and Floodway Map (FBFM); and
 - (iii) related supporting data along with any revisions thereto.

(b) The Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to subdivision (a) of this section, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

Climate Zone	Ground Snow load	Special Wind Region	Topo Effects	Wind Borne Zone	Seismic Design	Weathering	Frost line	Termite	Winter Design Temp	Ice Shield	Flood Hazard	Air Freezing	Mean Annual Temp
5	30 PSF	Yes 115-120 MPH	NO	1	C	Severe	42	Mod - Heavy	6 DEG	Yes	6/1/09	1500 or less	51.6

§ 27-31 Condition Assessments of Parking Garages.

- (a) Definitions. For the purposes of this section:
 - (1) the term “condition assessment” means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;
 - (2) the term “deterioration” means the weakening, disintegration,

corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;

- (3) the term “parking garage” means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding: (i) buildings in which the only level used for parking or storage of motor vehicles is on grade; (ii) an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and (iii) a townhouse unit with attached parking exclusively for such unit;
 - (4) the term “professional engineer” means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;
 - (5) the term “responsible professional engineer” means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term “responsible professional engineer” shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.
 - (6) the term “unsafe condition” includes the conditions identified as “unsafe” in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and
 - (7) the term “unsafe structure” means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.
- (b) **Condition Assessments** – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision (c) of this section, periodic condition assessments as described in subdivision (d)

of this section, and such additional condition assessments as may be required under subdivision (e) of this section.

Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the Town of Kent, in accordance with the requirements of subdivision (f) of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

- (c) **Initial Condition Assessment.** Each parking garage shall undergo an initial condition assessment as follows:
- (1) Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure.
 - (2) Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:
 - (i) if originally constructed prior to January 1, 1984, then prior to October 1, 2019;
 - (ii) (ii) if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and
 - (iii) (iii) if originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.
 - (3) Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to [specify date not more than six (6) months after the effective date of this local law].
- (d) **Periodic Condition Assessments.** Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed [specify interval not to exceed three (3) years].

(e) Additional Condition Assessments.

- (1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.
- (2) If the Town of Kent becomes aware of any new or increased deterioration which, in the judgment of the Town of Kent, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the Town of Kent to be appropriate.

(f) Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the Town of Kent within 30 Days as fixed by the Town of Kent. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

- (1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;

- (2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;
- (3) an evaluation and description of the unsafe conditions;

- (4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;
- (5) including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;
- (6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;
- (7) the responsible professional engineer's recommendation regarding preventative maintenance;
- (8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report;
- (9) and the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

(g) Review Condition Assessment Reports. The Town of Kent shall take such enforcement action or actions in response to the information in such condition assessment report as may be

necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the [City / Town / Village] shall, by Order to Remedy or such other means of enforcement as the Town of Kent may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the Town of Kent to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

- (h) The Town of Kent shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the Town of Kent with a written statement attesting to the fact that he or she has been so engaged, the Town of Kent shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The Town of Kent shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.
- (i) This section shall not limit or impair the right or the obligation of the Town of Kent (1) to perform such construction inspections as are required by 27-12 (Construction Inspections) of this local law; (2) to perform such periodic fire safety and property maintenance inspections as are required by section 38 of the Town code (Fire Safety and Property Maintenance Inspections) ; and/or (3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Town of Kent by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

Dear Board Members;

The last time our Chapter 27 was updated was 2/01/2009.

Since that time, the model code for NYS has made some significant changes.

As of January 18, 2022, the foregoing Model Law contains numerous revision to the prior version of the model local law. **The new revisions are in blue text to reflex the change to our Chapter 27. I recommend that we eliminate section 27-14 Septic, cesspool and well permits, and make this a reserve section for future changes.** *(Property owner pay a fee to the Putnam Co. for these services. They are inspected and signed off by Putnam Co. We collect the paperwork only for a CO.)*

The revision are intended to reflect the new version of 19 NYCRR Part 1203, which was adopted on December 14, 2021 and which will become effective on December 30, 2022. The Department of State recommends that each local government responsible for administration and enforcement of the Uniform Code and / or Energy Code review the local law(s) or ordinance(s) that establish it existing code enforcement program and make such changes to such local law(s) or ordinance(s) version of Part 1203.

One way to do so would be to repeal the local law(s) or ordinance(s) that establish the local government's existing codes enforcement program and to adopt a new local law based on the foregoing Model Local law.

Town of Kent, NY / Part II: General Legislation
Chapter 27 Building Administration and Construction

[HISTORY: Adopted by the Town Board of the Town of Kent 1-28-2008 by L.L. No. 4-2008.^m Amendments noted where applicable.]

GENERAL REFERENCES

Fees — See Ch. 36.

Flood damage prevention — See Ch. 39.

Freshwater wetlands — See Ch. 39A.

Illicit discharges to storm sewers — See Ch. 43.

Soil removal — See Ch. 63.

Steep slope protection and stormwater management — See Ch. 66.

Zoning — See Ch. 77.

[1]

Editor's Note: This local law also repealed former Ch. 27, Building Administration, adopted 12-5-1960, as amended.

§ 27-00 Complaints.

§ 27-1 Purpose.

§ 27-2 Definitions.

§ 27-3 Building Inspector and inspectors; appointment.

§ 27-4 Conflicts of interest.

§ 27-5 Building Inspector; powers and duties.

§ 27-6 Records and reports.

§ 27-7 Cooperation of other departments.

§ 27-8 Application for building permits.

§ 27-9 Issuance of building permit.

§ 27-10 Performance of work under building permit.

§ 27-11 Building permit fees.

§ 27-12 Construction inspections.

§ 27-13 Revocation of building permit.

§ 27-14 Septic, cesspool and well permits.

§ 27-15 Stop-work orders.

§ 27-16 Right of entry.

§ 27-17 Certificate of occupancy required; application.

§ 27-18 Issuance of certificate of occupancy.

§ 27-19 Temporary certificate of occupancy.

§ 27-20 Revocation or suspension of certificates.

§ 27-21 Tests of materials and equipment.

§ 27-22 Notification regarding fire or explosion.

§ 27-23 Unsafe buildings and structures.

§ 27-24 Complaints.

§ 27-25 Penalties for offenses.

§ 27-26 Abatement of violations.

§ 27-27 Intermunicipal agreements.

§ 27-28 – Partial Invalidity

§ 27-29 – Effective Date

§ 27-30 Climatic and Geographic Design Criteria

§ 27-31 Condition Assessments of Parking Garages.

§ 27-1 Purpose.

This chapter, along with Chapter **29** and Chapter **38** of the Code of the Town of Kent, provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in this Town. This chapter is adopted pursuant to § 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, other state law, or other section of this chapter, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions of this chapter.

§ 27-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

Assembly Area Shall mean an area in any building, or in any portion of a building, that is primarily used or intended to be used for gathering fifty or more person for uses including, but not limited to , amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes

BUILDING Any structure having a roof supported by columns, poles or walls, used or intended to be used for the shelter or enclosure of persons, animals or property and used for residential, business or industrial purposes.

BUILDING INSPECTOR / Code enforcement officer (CEO) The Building Inspector appointed pursuant to § 27-3 of this chapter.

BUILDING PERMIT A permit issued pursuant to §§ 27-8 through 27-13, inclusive, of this chapter. The term "building permit", construction permit, demolition permit or other permit that authorizes the performance of work, also include a building permit, which is renewed, amended or extended pursuant to any provision of this chapter.

CERTIFICATE OF COMPLIANCE A type of certificate issued pursuant to §§ 27-17 through 27-20, inclusive, of this chapter, stating that work was done in compliance with approved construction documents and the Codes, generally for equipment and non-habitual used

CERTIFICATE OF OCCUPANCY A type of certificate issued pursuant to §§ 27-17 through 27-20, inclusive, of this chapter, stating that work was done in compliance with approved construction documents that have been submitted to, and approved by the Town and indicating that he building or structure, or portion thereof, is in a condition suitable for occupancy.

CHIEF FIRE INSPECTOR Chief Fire Inspector appointed pursuant to § 27-3 of this chapter.

CODE ENFORCEMENT OFFICER – Shall mean the Code Enforcement Officer / Building Inspector appointed pursuant to Chapter 27-3 of this local law

CODE ENFORCEMENT PERSONNEL The Code Enforcement Officer / Building Inspector and all inspectors.

CODES – Shall mean the Uniform code and Energy Code.

COMPLIANCE ORDER

An order issued by the Code Enforcement Officer / Building Inspector pursuant to § 27-25B of this chapter.

ENERGY CODE New York State Energy Conservation Construction Code, as currently in effect and adopted pursuant to Article 11 of the Energy law

FCNYS shall mean the 2020 Fire code of New York State as currently incorporated by reference in 19 NYCRR Part 1225

Fire Safety and Property Maintenance Inspection an inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225 and the NUCRR Part 1226 and the publication incorporated therein by reference.

Hazardous Production Materials shall mean a solid, liquid, or gas, associated with semiconductor manufacturing that has a degree of hazard rating in health, flammability, or instability of Class 3 or 4 , ranked by NFPA 704 (Standard System for Identification of Hazard Material for Emergency Responders), and which is used directly in research, laboratory, or production process which have, as their end product, Materials that are not hazardous.

INSPECTOR - Inspector appointed pursuant to § 27-3 of this chapter.

Mobile Food Preparation Vehicles Means vehicles that contain cooking equipment that produces smoke or grease laden vapors for the purpose of preparing and severing food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

Operating Permit – Shall mean a permit issued pursuant to this local law The term” Operating Permit” shall also include an Operating Permit which is renewed, amended, or extended pursuant to any provision of this local law.

Order of Remedy – Shall mean an order issued by the Code Enforcement Officer pursuant to 27-3 of this local law.

PERMIT HOLDER The person to whom a building permit has been issued.

PERSON An individual, corporation, limited liability company, partnership, limited partnership, business trust, estate trust, association, or any other legal or commercial entity of any kind or description.

PMCNYS – Shall mean the 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226

RCNYS – Shall Mean the 2020 Residential Code of New York State as currently incorporated by reference in Part 1220

Repair – Shall mean the reconstruction, replacement, or renewal of any part of an existing building for the purpose of its maintenance, or to correct damage

STOP-WORK ORDER An order issued pursuant to § 27-15 of this chapter.

Sugarhouse – Shall mean a building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and / or maple sugar

Temporary Certificate of Occupancy – Shall mean a certificate issued pursuant to §27-19 of this chapter.

TOWN The Town of Kent.

UNIFORM CODE The New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the NYCRR, adopted pursuant to Article 18 of the Executive Law.

§ 27-3 Building Inspector and inspectors; appointment.

- A.** The Building Inspector / Code Enforcement Officer (CEO) is hereby designated to administer and to enforce the Uniform Code and the Energy Code within the Town of Kent.
- B.** The Building Inspector shall be appointed by the Town Board. The Building Inspector shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Building Inspector shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.
- C.** In the event that the Building Inspector is unable to serve as such for any reason, an individual shall be appointed by the Town Board to serve as Acting Building Inspector. The Acting Building Inspector shall, during the term of his or her appointment, exercise all powers and fulfill all duties conferred upon the Building Inspector by this chapter.
- D.** One or more inspectors, including a Chief Fire Inspector, may be appointed by the Town Board to act under the supervision and direction of the Building Inspector and to assist the Building Inspector in the exercise of the powers and fulfillment of the duties conferred upon the Building Inspector by this chapter and any other chapter of the Code of the Town of Kent.
- Each inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and each inspector shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.
- E.** The Building Inspector must be a resident of the Town of Kent, Putnam County.
- F.** The compensation of such Building Inspector and inspectors shall be fixed from time to time by the Town Board.

§ 27-4 Conflicts of interest.

No Building Inspector or inspector shall engage in any activity inconsistent with his or her duties, nor shall, during the term of his or her employment, be engaged, directly or indirectly, in any building business, in the furnishing of labor, materials or appliances for the construction, alteration or maintenance of a building or the preparation of plans or specifications thereof within the Town of Kent, excepting only that this provision shall not prohibit the Building Inspector from such activities in connection with the construction of a building or structure owned by him or her and not constructed for sale.

§ 27-5 Building Inspector (Code Enforcement Officer)(CEO); powers and duties.

A. Except as otherwise specifically provided by law, ordinance or regulation, or except as herein otherwise provided, the Building Inspector/ Code enforcement Officer(CEO) shall administer and enforce all the provisions of laws, ordinances and regulations applicable to the construction, alteration, repair, removal and demolition of buildings and structures, the installation and use of materials and equipment therein, and the location, use, occupancy and maintenance thereof. The Building Inspector shall have the following powers and duties:

- (1)** The Building Inspector shall receive, review, and approve or disapprove applications for building permits, certificates of occupancy, temporary certificates and operating permits, and the plans, specifications and construction documents submitted with such applications;
- (2)** Upon approval of such applications, issue building permits, certificates of occupancy, certificate of compliance and temporary certificates, and to include in building permits, certificates of occupancy, and temporary certificates and such terms and conditions as the Building Inspector may determine to be appropriate;

- (3)** The Building Inspector shall issue stop-work orders and all appropriate notices or orders to remove illegal or unsafe conditions, to require the necessary safeguards during construction and to ensure compliance during the entire course of construction with the requirements of such laws, ordinances or regulations as may be applicable;
- (4)** The Building Inspector shall review and investigate complaints;
- (5)** The Building Inspector shall have the authority to issue orders pursuant to § 27-25 of this chapter;
- (6)** The Building Inspector shall maintain records;
- (7)** The Building Inspector shall have the authority to collect fees as set by the Town Board of this Town;
- (8)** The Building Inspector shall have the authority to pursue administrative enforcement actions and proceedings;
- (9)** In consultation with the Town's attorney, the Building Inspector shall have the authority to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and this chapter, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code or this chapter, Chapter 29 and Chapter 38 of the Code of the Town of Kent;
- (10)** The Building Inspector shall make all inspections, which are necessary or proper for the carrying out of his or her duties;
- (11)** Whenever necessary or appropriate to assure compliance with the provisions of applicable laws, ordinances or regulations covering building construction, the Building Inspector may require the performance of tests in the field by experienced professional persons or by accredited and authoritative testing laboratories or service bureaus or agencies; and
- (12)** The Building Inspector shall exercise all other powers and fulfill all other duties conferred upon the Building Inspector by this chapter and the Code of the Town of Kent.

§ 27-6 Records and reports.

- A.** The Building Inspector / CEO shall keep permanent official records of all transactions and activities conducted by the Building Inspector, including records of:
- (1)** All applications received, reviewed and approved or denied;
 - (2)** All plans, specifications and construction documents approved;
 - (3)** All permits, building permits, certificates of occupancy, temporary certificates and stop-work orders issued and all operating permits issued pursuant to Chapter **38** of the Code of the Town of Kent;
 - (4)** All fees charged and collected;
 - (5)** And all inspections and tests performed;
 - (6)** All statements, reports, notices and orders issued;
 - (7)** All complaints received;
 - (8)** All investigations conducted; and
 - (9)** All other features and activities specified in or contemplated by §§ **27-8**, 28-9, 28-10, 28-11, 28-12, 28-13, 28-14, 28-15, 28-17, 28-18, 28-19, 28-20, 28-22, 28-23, and 28-24 of this chapter and Articles **V** and **VI** of Chapter **38** of the Code of the Town of Kent.
- B.** All such records shall be public records, open to public inspection during business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by state law and regulation.
- C.** The Building Inspector shall submit monthly to the Town Clerk a written report and summary of all business conducted by the Building Inspector, including permits and certificates issued, fees collected, orders and notices promulgated, inspections and tests made and appeals or litigation pending.
- D.** The Building Inspector shall annually submit to the Town Board a written report and summary of all business conducted by the Building Inspector and the Inspectors, including a report and summary of all transactions and activities described in § **27-6A** of this chapter and a report and summary of all appeals or litigation pending or concluded.

- E. The Building Inspector shall annually submit to the Secretary of State, on behalf of this Town, on a form prescribed by the Secretary of State, a report of the activities of this Town relative to administration and enforcement of the Uniform Code.
- F. The Building Inspector shall, upon request of the New York State Department of State, provide to the New York State Department of State, from the records and related materials this Town is required to maintain, excerpts, summaries, tabulations, statistics and other information and accounts of the activities of this Town in connection with administration and enforcement of the Uniform Code.

§ 27-7 Cooperation of other departments.

The Building Inspector may request and shall receive, so far as may be necessary in the discharge of his or her duties, the assistance and cooperation of the Police, Fire and Health Departments or officers and of all other municipal officials exercising any jurisdiction over the construction, use or occupancy of buildings or the installation of equipment therein.

§ 27-8 Application for building permits.

- A. Except as otherwise provided in § **27-8B** of this chapter, a building permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, and the installation of a solid-fuel-burning heating appliance, chimney or flue in any dwelling unit. No person shall commence any work for which a building permit is required without first having obtained a building permit from the Building Inspector.

B. Exemptions. No building permit shall be required for work in any of the following categories:

- (1)** Construction or installation of one story detached structures associated with one-two family dwelling or multiple single family dwelling (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet (13.38 square meters); Example:12 ft. x 12 ft.
- (2)** Installation of swings and other playground equipment associated with a one- or two-family dwelling or multiple single-family dwellings(townhouses);
- (3)** Installation of swimming pools associated with a one-or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely above ground;
- (4)** Installation of fences six feet and under which are not part of an enclosure surrounding a swimming pool; or within side and rear yards
- (5)** Construction of retaining walls three feet and under unless such walls support a surcharge or impound Class I, II or IIIA liquids;
- (6)** Construction of temporary motion picture, television and theater stage sets and scenery;
- (7)** Installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);
- (8)** Installation of partitions or movable cases less than five feet nine inches in height;
- (9)** Painting, wallpapering, tiling, carpeting, or other similar finish work;
- (10)** Replacement of any equipment, provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or

(11) Repairs, provided that such repairs do not involve:

- (a)** The removal or cutting away of a load-bearing wall, partition, or portion thereof, or of any structural beam or load-bearing component;
- (b)** The removal or change of any required means of egress, or the rearrangement of parts of a structure in a manner which affects egress;
- (c)** The enlargement, alteration, replacement or relocation of any building system; or (Electrical, HVAC, Plumbing, Gas, Mechanical, Chimneys and Vent)
- (d)** The removal from service of all or part of a fire-protection system for any period of time.

C. Exemption not deemed authorization to perform noncompliant work. The exemption from the requirement to obtain a building permit for work in any category set forth § 28-8B of this chapter shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

D. The application for a building permit shall be made to the Building Inspector on forms provided by or otherwise acceptable to the Building Inspector. The application shall include such information as the Building Inspector deems sufficient to permit a determination by the Building Inspector that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall contain the following information:

- (1)** A survey of the land on which the proposed work is to be done.
- (2)** The Tax Map number and the street address of the premises where the work is to be performed.
- (3)** A statement of the use or occupancy of all parts of the land and of the building or structure including the occupancy classification of any affected building or structure.

- (4)** The valuation of the proposed work.
 - (5)** The full name and address of the owner and of the applicant, and the names and addresses of their responsible officers if any of them are corporations.
 - (6)** A description of the proposed work.
 - (7)** A duplicate set of plans and specifications, as set forth in Subsection **D**, below.
 - (8)** Where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code.
 - (9)** Such other information as may reasonably be required by the Building Inspector to establish compliance of the proposed work with the requirements of the applicable building laws, ordinances and regulations.
- E.** The application shall be made by the owner or lessee, or agent of either, or by the architect, engineer or builder employed in connection with the proposed work. Where such application is made by a person other than the owner, it shall be accompanied by an affidavit of the owner or applicant that the proposed work is authorized by the owner and that the applicant is authorized to make such application.
- F.** Each application for a building permit shall be accompanied by 2 sets of plans and specifications which define the scope of the proposed work;
- (ii) describe the location, nature, extent and scope of proposed work;
 - (iii) show that the proposed work will conform to the applicable provision of the Codes;
 - (iv) show the location of work construction, size, and character of all portions of means of egress;
 - (v) show a representation of the building thermal envelope;
 - (vi) show structural information including but not limited to braced walls designs, the size, section and relative location of structural members, design loads, and other pertinent structural information;

- (vii) show the proposed structural, electrical, plumbing, mechanical, fire – protection, and other service systems of the building;
- (viii) include a written statement indicating compliance with the Energy Code
- (ix) include a site plan to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distance from lot lines, the established street grade and proposed finished grades, and as applicable, flood hazard area, floodway and design flood elevation; and
- (x) evidence that the document were prepared by a New York State registered architect or licensed professional engineer where so required by the Education Law Article 147 and 145; indicate with sufficient clarity and detail the nature and extent of the work proposed; substantiate that the proposed work will comply with the Uniform Code and the Energy Code; and include a plot plan, drawn to scale, showing the location and size of all proposed new construction and all existing structures on the site, the location of any existing or proposed well or septic system, the nature and character of the work to be performed and the materials to be incorporated, distance between buildings and structures and lot lines, the relationship of structures on adjoining property, widths and grades of adjoining streets, walks and alleys, and, where required by the Building Inspector, details of structural, mechanical and electrical work, including computations, stress diagrams and other essential technical data.

(1) Whenever the plans accompanying an application are for a structure which, in the opinion of the Building Inspector, is of complex design, the Building Inspector shall require the applicant to file an affidavit signed by a licensed architect or engineer certifying that the plans and specifications comply with the provisions of this chapter in force on the date of the application. In such case, the Building Inspector may, in his or her discretion, employ a licensed architect or engineer to examine the plans.

The amount by which the cost of such examination, not exceeding 1/3 of 1% of the estimated construction cost, is in excess of 1/2 of the permit fee required by § 27-11A of this chapter, shall be added to such permit fee and paid by the applicant before the permit shall be issued. In the event that the Building Inspector employs a licensed engineer or architect under the provisions of this subsection, the Building Inspector may rely upon the advice of such architect or engineer as to whether such plans and specifications comply with this chapter.

(2) Whenever the plans accompanying an application are for a structure which, in the opinion of the Building Inspector, is of complex design, the Building Inspector may, in his or her discretion, issue the permit subject to the condition that an architect and/or engineer whose qualifications are acceptable to the Building Inspector (and who may be already employed by the owner or builder) be employed by the owner or builder to supervise all work done under the permit, to see that the work conforms to the approved plans and the specifications, and, forthwith upon its completion, to make and file with the Building Inspector an affidavit or affidavits that he or she or they have complied with all inspection requirements of this chapter and that the work has been carried out according to the approved plans and specifications and in accordance with the provisions of this chapter. In such case, the Building Inspector may rely upon such affidavit or affidavits as evidence that such building conforms substantially to the approved plans and specifications and the requirements of this chapter applying to buildings of its class and kind.

(3) Plans and specifications shall bear the signature of the person responsible for the design of the drawings.

G. Plans and specifications will not be accepted as part of an application for a building permit unless they satisfy the requirements set forth in § 27-8F of this section.

H. Amendments to the application or to the plans and specifications accompanying the same may be filed at any time prior to the completion of the work, subject to the approval of the Building Inspector.

§ 27-9 Issuance of building permit.

A. The Building Inspector shall examine or cause to be examined all applications for permits and the plans, specifications and documents filed therewith to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Building Inspector shall issue a building permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code and the Code of the Town of Kent. He or she shall approve or disapprove the application within a reasonable time.

B. Upon approval of the application and upon receipt of the legal fees therefor, the Building Inspector shall issue a building permit to the applicant upon the form prescribed by the Building Inspector and shall affix his or her signature or cause his or her signature to be affixed thereto.

C. Upon approval of the application, both sets of plans and specifications shall be endorsed with the word "Approved." One set of such approved plans and specifications shall be retained in the files of the Building Inspector and the other set shall be returned to the applicant, together with the building permit, and shall be kept at the building site open to inspection by the Building Inspector or the authorized representative of the Building Inspector at all reasonable times.

D. Upon approval with modifications of the application, both sets of plans and specifications shall be endorsed with the words "Approved as Modified." One set of such approved as modified plans and specifications shall be retained in the files of the Building Inspector and the other set shall be returned to the applicant, together with the reasons for the required modifications, and shall be kept at the building site open to inspection by the Building Inspector or the authorized representative of the Building Inspector at all reasonable times.

E. If the application, together with plans, specifications and other documents filed therewith, describes proposed work which does not conform to all the requirements of the applicable building regulations, the Building Inspector shall disapprove the same and shall return the plans and specifications to the applicant. Upon the request of the applicant, the Building Inspector shall cause such refusal, together with the reasons therefor, to be transmitted to the applicant in writing.

§ 27-10 Performance of work under building permit.

A. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

B. A building permit shall be effective to authorize the commencing of work in accordance with the application, plans and specifications on which it is based for a period of 12 months after the date of its issuance. For good cause, the Building Inspector may allow a maximum of two extensions for a period not exceeding six months each. A building permit which has become invalid or which has expired after such extensions may be renewed upon application by the permit holder, payment of the applicable fee, and approval of the application by the Building Inspector.

C. The issuance of a building permit shall constitute authority to the applicant to proceed with the work in accordance with the approved plans and specifications and in accordance with the applicable building laws, ordinances or regulations. All work shall conform to the approved application, plans and specifications that were submitted with and accepted as part of the application for the building permit. The building permit shall contain such a directive. The permit holder shall immediately notify the Building Inspector of any change occurring during the course of the work. The building permit shall contain such a directive. If the Building Inspector determines that such change warrants a new or amended building permit, such change shall not be made until and unless a new or amended building permit reflecting such change is issued.

§ 27-11 Building permit fees.

A. Upon the filing of an application for a building permit, fees as set forth from time to time by resolution of the Town Board and on the fee schedule^m shall be payable.

[Amended 4-20-2009 by L.L. No. 3-2009; 3-7-2017 by L.L. No. 2-2017]

[1] *Editor's Note: The fee schedule is on file in the Town offices.*

B. In the event that an applicant applies for a building permit after the commencement of work, the fee for such permit shall be double the fee set forth at **§ 27-11A**.

C. In the event that an application for a building permit is not approved, the applicant shall be entitled to a refund of 50% of the fee paid, provided that no construction has been commenced. If construction work has been started and the application is not approved, the fees paid shall not be refunded.

§ 27-12 Construction inspections.

A. Work shall remain accessible and exposed until inspected and accepted by the Building Inspector or by an inspector authorized by the Building Inspector. The permit holder shall notify the Building Inspector when any element of work described in § 27-12B is ready for inspection.

B. The following elements of the construction process shall be inspected, where applicable:

- (1)** Work site prior to the issuance of a building permit;
- (2)** Footing and foundation;
- (3)** Preparation for concrete slab;
- (4)** Framing;
- (5)** Building systems, including underground and rough-in;
- (6)** Fire-resistant construction;
- (7)** Fire-resistant penetrations;
- (8)** Solid-fuel-burning heating appliances, chimneys, flues or gas vents;
- (9)** Inspection required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage system (blower door), mechanical equipment size, and where required minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;
- (10)** installation, connection, and assembly of manufactured building and manufactured homes;
- (11)** A final inspection after all work authorized by the building permit has been completed.

C. Remote inspection. At the discretion of the Building inspector/Code Enforcement Officer or Inspector authorized to perform construction inspection, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Building Inspection/Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection to the elements of construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not afford the Building Inspector/ Code Enforcement Officer or such authorize Inspector sufficient information to make a determination, an in-person inspection shall be performed.

D. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the permit holder shall be notified as to where the work fails to comply with the Uniform Code or Energy Code. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

§ 27-13 Revocation of building permit.

A. The Building Inspector may revoke a building permit theretofore issued and approved in the following instances:

(1) Where the Building Inspector finds that there has been any false statement or misrepresentation as to a material fact in the application, plans or specifications on which the building permit was based.

(2) Where the Building Inspector finds that the building permit was issued in error and should not have been issued in accordance with the applicable law.

(3) Where the Building Inspector finds that the work performed under the permit is not being performed in accordance with the provisions of the application, plans or specifications.

(4) Where the work for which a building permit was issued violates the Uniform Code or the Energy Code.

(5) Where the person to whom a building permit has been issued fails or refuses to comply with a stop order issued by the Building Inspector.

B. Such revocation shall remain in effect until such time as the permit holder demonstrates that all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code; and all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

§ 27-14 Septic, cesspool and well permits. [1] Would like to REMOVED

This type of work is over-seen by Putnam Co. BOH for work repairs permits.

Reserve this section for future codes change or updates.

The charge for septic, cesspool and well permits shall be as set from time to time by the Town Board.^[2]

[1] *Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I.* [2] *Editor's Note: See Ch. 36, Fees.*

§ 27-15 Stop-work orders.

A. Whenever the Building Inspector has reasonable grounds to believe that the work on any building or structure is being performed without a building permit required by this chapter; or under a building permit that has become invalid, has expired, or has been suspended or revoked; or in violation of the provisions of the Uniform Code, the Energy Code, this chapter or other applicable laws, ordinances or regulations without regard to whether such work is or is not work for which a building permit is required, and without regard to whether a building permit has or has not been issued for such work; or not in conformity with the provisions of the application, plans or specifications on the basis of which a building permit was issued; or in an unsafe and dangerous manner without regard to whether such work is or is not work for which a building permit is required, and without regard to whether a building permit has or has not been issued for such work, the Building Inspector shall notify the owner of the property or the owner's agent or the person performing the work to suspend all work, and any such persons shall forthwith stop such work and suspend all building activities until the stop order has been rescinded.

B. A stop-work order shall be in writing, shall state the reasons for its issuance, and shall state the conditions under which the work may be resumed.

C. A stop-work order shall be served upon a person to whom it is directed either by delivering it personally to him or her or by posting the same upon a conspicuous portion of the building under construction and sending a copy of the same by registered mail. The Building Inspector shall be permitted, but not required, to cause the stop-work order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other person taking part or assisting in work affected by the stop-work order, personally or by registered mail/ Certified Mail provided, however, that failure to serve any person mentioned in this sentence shall not affect the efficacy of the stop-work order.

D. Upon the issuance of a stop-work order, the owner of the affected property, the permit holder and any other person performing, taking part in or assisting in the work shall immediately cease all work which is the subject of the stop-work order.

E. The issuance of a stop-work order shall not be the exclusive remedy available to address any event described in § **27-15A** of this section, and the authority to issue a stop-work order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under § **27-25** of this chapter or under any other applicable local law or state law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a stop-work order.

§ 27-16 Right of entry.

Any building official, upon the showing of proper credentials and in the discharge of his or her duties, may enter upon any building, structure or premises at any reasonable hour, and no person shall interfere with or prevent such entry.

§ 27-17 Certificate of occupancy required; application.

A. No building hereafter erected shall be used or occupied in whole or in part until a certificate of occupancy shall have been issued by the Building Inspector.

B. No building hereafter enlarged, extended or altered or upon which work has been performed which required the issuance of a building permit shall continue to be occupied or used for more than 30 days after the completion of the alteration or work unless a certificate of occupancy shall have been issued by the Building Inspector.

C. No structure, building or portion thereof shall be converted from one use or occupancy classification or sub-classification to another unless a certificate of occupancy authorizing such change shall have been issued by the Building Inspector.

D. The owner of a building for which a certificate of occupancy is required or his or her agent shall make application for such certificate.

§ 27-18 Issuance of certificate of occupancy.

A. The Building Inspector shall issue a certificate of occupancy if the work which was the subject of the building permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code, and the Code of the Town of Kent and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Building Inspector or an inspector authorized by the Building Inspector shall inspect the building, structure or work prior to the issuance of a certificate of occupancy. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Building Inspector, at the expense of the applicant for the certificate of occupancy, shall be provided to the Building Inspector prior to the issuance of the certificate of occupancy:

(1) A written statement of structural observations and/or a final report of special inspections, and

(2) Flood hazard certifications.

B. Contents of certificate of occupancy. A certificate of occupancy shall contain the following information:

- (1)** The building permit number, if any;
- (2)** The date of issuance of the building permit, if any;
- (3)** The name, address and Tax Map number of the property;
- (4)** If the certificate of occupancy is not applicable to an entire structure, a description of that portion of the structure for which the certificate of occupancy is issued;
- (5)** The use and occupancy classification of the structure;
- (6)** The type of construction of the structure;
- (7)** The assembly occupant load of the structure, if any;
- (8)** If an automatic sprinkler system is provided, a notation as to whether the sprinkler system is required;
- (9)** Any special conditions imposed in connection with the issuance of the building permit; and
- (10)** The signature of the Building Inspector issuing the certificate of occupancy and the date of issuance.

C. Certificates of occupancy for premises that are the subject of a conditional use of site plan approval.

(1) An inspection of the premises shall be made by the Town Planning Board Engineer to assure conformance with the conditional use or site plan. A fee as set from time to time by resolution of the Town Board^[1] shall be paid to the Planning Board by the applicant for each inspection by the Town Planning Board Engineer.^[2]

[1] *Editor's Note: See Ch. 36, Fees.*

[2] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

(2) An as-built survey plan shall be filed with and approved by the Planning Board before any certificate of occupancy may be issued for any conditional use or site plan.

D. A charge as set from time to time by resolution of the Town Board^[3] shall be made for the issuance of a certificate of occupancy.^[4]

[3] *Editor's Note: See Ch. 36, Fees.*

[4] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

§ 27-19 Temporary certificate of occupancy.

The Building Inspector shall be permitted to issue a temporary certificate of occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a building permit or work required by a steep slopes or erosion control permit, after review and approval has been given by the Town Board.

However, in no event shall the Building Inspector issue a temporary certificate unless the Building Inspector determines that the building or structure, or the portion thereof covered by the temporary certificate, may be occupied safely; that any fire- and smoke-detecting or fire-protection equipment which has been installed is operational; and that all required means of egress from the building or structure have been provided.

The Building Inspector may include in a temporary certificate such terms and conditions as he or she deems necessary or appropriate to ensure safety or to further the purposes and intent of the Uniform Code.

A temporary certificate shall be effective for a period of time, not to exceed six months, which shall be determined by the Building Inspector and specified in the temporary certificate. During the specified period of effectiveness of the temporary certificate, the permit holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

§ 27-20 Revocation or suspension of certificates.

If the Building Inspector determines that a certificate of occupancy or a temporary certificate was issued in error because of incorrect, inaccurate or incomplete information, and if the relevant deficiencies are not corrected to the satisfaction of the Building Inspector within such period of time as shall be specified by the Building Inspector, the Building Inspector shall revoke or suspend such certificate.

§ 27-21 Tests of materials and equipment.

Whenever there are reasonable grounds to believe that any material, construction, equipment or assembly does not conform to the requirements of the applicable building laws, ordinances or regulations, the Building Inspector may require the same to be subjected to tests in order to furnish proof of such compliance.

§ 27-22 Notification regarding fire or explosion.

The chief of any fire department providing fire-fighting services for a property within this Town shall promptly notify the Building Inspector of any fire or explosion involving any structural damage, fuel-burning appliance, chimney or gas vent.

§ 27-23 Unsafe buildings and structures.

Unsafe structures and equipment in this Town shall be identified and addressed in accordance with the procedures established by Chapter **29** of the Code of the Town of Kent, as now in effect or as hereafter amended from time to time.

§ 27-24 Complaints.

The Building Inspector shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this chapter, or any other law or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Building Inspector may deem to be appropriate:

- A.** Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
- B.** If a violation is found to exist, providing the owner of the affected property and any other person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in § **27-25** or **27-26** of this chapter;

C. If appropriate, issuing a stop-work order;

D. If a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

§ 27-25 Penalties for offenses.

A. It shall be unlawful for any person, firm or corporation to construct, alter, repair, move, remove, demolish, equip, use or occupy or maintain any building or structure or portion thereof in violation of any provisions of this chapter, or to fail in any manner to comply with a notice, directive or order of the Building Inspector, or to construct, alter or use and occupy any building or structure or part thereof in a manner not permitted by an approved building permit or certificate of occupancy. Violations of this chapter shall be punishable by a maximum fine of \$500. Each day that a violation continues shall be deemed a separate offense.

B. Compliance orders.

(1) The Building Inspector is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this chapter. Upon finding that any such condition or activity exists, the Code Enforcement Officer shall issue a compliance order. The compliance order shall:

(a) Be in writing;

(b) Be dated and signed by the Building Inspector;

(c) Specify the condition or activity that violates the Uniform Code, the Energy Code, or this chapter;

(d) Specify the provision or provisions of the Uniform Code, the Energy Code, or this chapter which is/are violated by the specified condition or activity;

(e) Specify the period of time which the Building Inspector deems to be reasonably necessary for achieving compliance;

(f) Direct that compliance be achieved within the specified period of time; and

(g) State that an action or proceeding to compel compliance may be instituted if compliance is not achieved within the specified period of time.

(2) The Building Inspector shall cause the compliance order, or a copy thereof to be served on the owner of the affected property personally or by registered or certified mail. The Building Inspector shall be permitted, but not required, to cause the compliance order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other person taking part or assisting in work being performed at the affected property personally or by certified mail, return receipt requested; provided, however, that failure to serve any person mentioned in this sentence shall not affect the efficacy of the compliance order.

C. Any person who shall fail to comply with a written order of the Building Inspector within the time fixed for compliance therewith, and any owner, builder, architect, tenant, contractor, subcontractor, construction superintendent or their agents, or any other person taking part or assisting in the construction or use of any building, who shall knowingly violate any of the applicable provisions of this chapter or any lawful order, notice, directive, permit or certificate of the Building Inspector made thereunder, shall be punishable by a fine of not more than \$500 or 15 days in jail, or both. Each day that an offense continues shall be deemed to constitute a separate offense.

D. Except as provided otherwise by law, an offense under Subsection A or C of this section shall not be a crime, and the penalty or punishment imposed therefor shall not be deemed for any purpose a penal or criminal penalty or punishment and shall not impose any disability upon or affect or impair the credibility as a witness, or otherwise, of any person convicted thereof.

E. The Building Inspector and any inspectors as may be appointed by the Town Board shall have the authority to issue appearance tickets, under Article 150 of the Criminal Procedure Law of this state, for purposes of enforcement of the Uniform Code, the Energy Code and this chapter.

F. In addition to those penalties prescribed by the state law, any person who violates any provision of the Uniform Code, the Energy Code or this chapter, or any term or condition of any building permit, certificate of occupancy, stop-work order, or other notice or order issued by the Building Inspector pursuant to any provision of this chapter, shall be liable for a civil penalty of not more than \$200 for each day or part thereof during which such violation continues. The civil penalties provided by this subsection shall be recoverable in an action instituted in the name of this Town.

G. No remedy or penalty specified in this chapter shall be the exclusive remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section or in any other section of this chapter, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in any other section of this chapter, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution or limitation of, the penalties specified in Subdivision (2) of § 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in Subdivision (2) of § 382 of the Executive Law.

§ 27-26 Abatement of violations.

An action or proceeding may be instituted in the name of this Town, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this chapter, or any term or condition of any building permit, certificate of occupancy, temporary certificate, stop-work order, operating permit, compliance order, or other notice or order issued by the Building Inspector pursuant to any provision of this chapter. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this chapter, or any stop-work order, compliance order or other order obtained under the Uniform Code, the Energy Code or this chapter, an action or proceeding may be commenced in the name of this Town, in the Supreme Court or in any other

court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subsection shall be commenced without the appropriate authorization from the Town Board.

§ 27-27 Intermunicipal agreements.

The Town Board may, by resolution, authorize the Supervisor of this Town to enter into an agreement, in the name of the Town, with other governments to carry out the terms of this chapter, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

§ 27-28 – Partial Invalidity –

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

§ 27-29 – Effective Date –

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

§ 27-30 Climatic and Geographic Design Criteria

(a) The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within the Town Of Kent as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code.

The criteria to be so determined shall include but shall not necessarily be limited to, the following:

- (1) design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;

- (2) heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and
 - (3) flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management Agency in the Flood Insurance Study for the community, as amended or revised with:
 - (i) the accompanying Flood Insurance Rate Map (FIRM);
 - (ii) Flood Boundary and Floodway Map (FBFM); and
 - (iii) related supporting data along with any revisions thereto.
- (b) The Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to subdivision (a) of this section, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

Climate Zone	Ground Snow load	Special Wind Region	Topo Effects	Wind Borne Zone	Seismic Design	Weathering	Frost line	Termite	Winter Design Temp	Ice Shield	Flood Hazard	Air Freezing	Mean Annual Temp
5	30 PSF	Yes 115-120 MPH	NO	1	C	Severe	42	Mod - Heavy	6 DEG	Yes	6/1/09	1500 or less	51.6

§ 27-31 Condition Assessments of Parking Garages.

- (a) Definitions. For the purposes of this section:
- (1) the term “condition assessment” means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;
 - (2) the term “deterioration” means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;
 - (3) the term “parking garage” means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding: (i)

buildings in which the only level used for parking or storage of motor vehicles is on grade; (ii) an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and (iii) a townhouse unit with attached parking exclusively for such unit;

- (4) the term “professional engineer” means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;
- (5) the term “responsible professional engineer” means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term “responsible professional engineer” shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.
- (6) the term “unsafe condition” includes the conditions identified as “unsafe” in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and
- (7) the term “unsafe structure” means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

- (b) **Condition Assessments** – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision (c) of this section, periodic condition assessments as described in subdivision (d) of this section, and such additional condition assessments as may be required under subdivision (e) of this section.

Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the Town of

Kent, in accordance with the requirements of subdivision (f) of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

- (c) **Initial Condition Assessment.** Each parking garage shall undergo an initial condition assessment as follows:
- (1) Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure.
 - (2) Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:
 - (i) if originally constructed prior to January 1, 1984, then prior to October 1, 2019;
 - (ii) (ii) if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and
 - (iii) (iii) if originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.
 - (3) Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to [specify date not more than six (6) months after the effective date of this local law].
- (d) **Periodic Condition Assessments.** Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed [specify interval not to exceed three (3) years].

(e) Additional Condition Assessments.

- (1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.
- (2) If the Town of Kent becomes aware of any new or increased deterioration which, in the judgment of the Town of Kent, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the Town of Kent to be appropriate.

(f) Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the Town of Kent within 30 Days as fixed by the Town of Kent. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

- (1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;
- (2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;
- (3) an evaluation and description of the unsafe conditions;

- (4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;
- (5) including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;
- (6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;
- (7) the responsible professional engineer's recommendation regarding preventative maintenance;
- (8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report;
- (9) and the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

(g) Review Condition Assessment Reports. The Town of Kent shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the [City / Town / Village] shall, by Order to Remedy or such other means of enforcement as the Town of Kent may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe

conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the Town of Kent to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

- (h) The Town of Kent shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the Town of Kent with a written statement attesting to the fact that he or she has been so engaged, the Town of Kent shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The Town of Kent shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.
- (i) This section shall not limit or impair the right or the obligation of the Town of Kent (1) to perform such construction inspections as are required by 27-12 (Construction Inspections) of this local law; (2) to perform such periodic fire safety and property maintenance inspections as are required by section 38 of the Town code (Fire Safety and Property Maintenance Inspections) ; and/or (3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Town of Kent by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

Jaime McGlasson

From: Lake Carmel Parks Clerk
Sent: Monday, February 13, 2023 10:15 AM
To: Jaime McGlasson
Cc: Claudia Dworaczyk
Subject: Agenda Item: 2023 Porta Johns - Lake Carmel Park District and Kent Recreation and Parks
Attachments: 2023 Agenda Item Porta John Quotes.pdf; United Rentals 2023 ADA unit pricing.pdf; United Rentals 2023 pricing.pdf; Seek a Seat & A John 2023 pricing.pdf

Attached please find quotes for porta johns for the 2023 season for the Lake Carmel Beaches and Recreation and Parks Department. Our current vendor, United Rental, is the best value and I recommend we utilize their company for the 2023 season. This season we will be placing an ADA unit at Beach #3 and replacing the year round unit at Ryan's Field with an ADA unit.

Also attached are quotes from Seek a Seat and A John. Scott's Pottys and John to Go did not submit quotes. If you have any questions, please let me know.

Thank you.

Heidi Link

Lake Carmel Park District Clerk

Town of Kent

25 Sybil's Crossing

Kent Lakes, NY 10512

Office: 845-306-5602

Fax: 845-225-5130

Email: lcdclerk@townofkentny.gov

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

Sent from Mail for Windows



"We're are #1 in the #2 Business"

1 Beecher Lane (Unit C4)
 Peekskill, NY, 10566
 914.420.1698
 Seekaseat@gmail.com
 www.seekaseat.com

Proposal (Lake Carmel Beach)

Job Site Information:

Client Name: Park District #1 (Lake Carmel)

Client Address: 25 Sybil's Crossing, Kent Lakes, NY, 10512

Payment Method: Credit Charge/Check

Quote:

Standard Portable Potty: \$125.00 monthly

YOUR Quote: \$100.00 monthly

- Rental Rate Includes:
- Hand Sanitizer unit standard
- Citrus Air Freshener
- Weekly Cleaning

All Equipment is 100% up to code/industry standards & is SOLELY maintained and owned by SEEK A SEAT waste management solutions and rentals LLC.

Once you rent from SEEK A SEAT you will find no better customer service and satisfaction for your portable restroom rental and waste management needs.

We are a small local business looking to serve others in ways no one else can within the tri-state area.

PLEASE NOTE: 5% of your rental will be donated to helping our veterans at the Veterans Rebuilding Life Program.

THANK YOU FOR CHOOSING SEEK A SEAT. We Look Forward to Working With You!

Signature of Approval: CLIENT & DATE

ADA
 \$150/mth
 @land 1x mth

\$175.00 - 2x mth

Job Site Address:

Beach #3, Beach #7, Beach #2, Beach #4

Parks Garage

Job Type:

Recreational

Job Schedule:

Beach #3: 5/1/23-11/1/23 & 3/1/23-9/1/23

Beach #7: 5/1/23-11/1/23

Beach #2: 6/1/23-9/1/23

Beach #4: 6/1/23-9/1/23

Parks Garage: Seasonal

Unit Usage:

Beach #3: 2 units (additional \$25 per month for 2x cleaning per week)

Beach #7: 1 Unit

Beach #2: 1 Unit

Beach #4: 1 Unit

Parks Garage: 1 Unit

Quote Total:

Beach #3: \$900.00

Beach #7: \$600.00

Beach #2: \$300.00

Beach #4: \$300.00

Parks Garage: \$1200.00 annually

Delivery/In: \$40.00 pick up/drop off per unit

YOUR PRICE: \$25.00 per unit

Total Price (Delivery): \$125.00

Rental: \$3,300.00

R. C. CHATHAM SR. & ASSOC. INC.
A-1 PORTABLE TOILETS · A-JOHN INC.
901 ROUTE 52 · WALDEN, NY 12586
(845) 778-7795



2/8/2023

QUOTE FOR: Town of Kent - 2023
LOCATION: Various locations, provided in quote request

Delivery: TBD in Route Pick up: TBD in Route Terms: 28-Day Billing Cycle, Payment Due Net 10

Toilets Serviced 1x Week

Description	Rate	Amount	Qty	Price
Regular Portable Toilet (1x week svc)	28-Day	\$ 95.00	1	\$ 95.00

Total \$95/unit/28-Day Billing Cycle

Toilets Serviced 2x Week

Description	Rate	Amount	Qty	Price
Regular Portable Toilet (1x week svc)	28-Day	\$ 95.00	1	\$ 95.00
Regular Portable Toilet - 2nd Service	28-Day	\$ 95.00	1	\$ 95.00

Total \$190/unit/28-Day Billing Cycle

Misc.

Description	Rate	Amount	Qty	Price
Regular Portable Toilet	Weekend	\$ 125.00	1	\$ 125.00
Handwashing Station (taken with weekend toilet)	Weekend	\$ 75.00	1	\$ 75.00
Additional Service	Each Unit	\$ 22.50	1	\$ 22.50

THIS IS A QUOTE ONLY. PRICING IS BASED ON ORIGINAL REQUEST. CHANGES TO ORDER MAY CAUSE CHANGES IN PRICES. PRICING IS GUARANTEED FOR 35 DAYS FROM DATE ON QUOTE, AS LONG AS INVENTORY FOR ORIGINAL REQUEST IS STILL AVAILABLE. BY SIGNING BELOW, I _____ (AUTHORIZED REPRESENTATIVE) ACCEPT AND APPROVE MOVING FORWARD WITH THE ABOVE QUOTATION ON BEHALF OF _____ (COMPANY NAME).

PRINT NAME/TITLE _____
 SIGNATURE _____ DATE _____



"We're are #1 in the #2 Business"

1 Beecher Lane (Unit C4)
Peekskill, NY, 10566
914.420.1698
Seekaseat@gmail.com
www.seekaseat.com

Proposal (Recreation Department)

Client Name: Recreational Department

Client Address: 25 Sybil's Crossing, Kent Lakes, NY 10512

Payment Method: Credit Charge/Check

Quote

Standard Portable Potty \$125.00 monthly

YOUR Quote: \$100.00 monthly

- Rental Rate Includes:
- Hand Sanitizer unit standard
- Citrus Air Freshener
- Weekly Cleaning

All Equipment is 100% up to code/industry standards & is SOLELY maintained and owned by SEEK-A-SEAT waste management solutions and rentals LLC

Once you rent from SEEK-A-SEAT you will find no better customer service and satisfaction for your portable restroom rental and waste management needs.

We are a small local business looking to serve others in ways no one else can within the tri state area.

*PLEASE NOTE: 5% of your rental will be donated to helping our veterans at the Veterans Rebuilding Life Program

THANK YOU FOR CHOOSING SEEK-A-SEAT. We Look Forward To Working With You.

Signature of Approval CLIENT & DATE

*\$150/mth ADA
cleaned 1x/mth
\$175/mth cleaned 2x/mth*

Job Site Information

Job Site Address

Edward Ryan Mem Park (43 Park Road)

Huestis Park (478 Farmers Mills Rd)

Job Type:

Recreational

Job Schedule:

Edward Ryan PK: 5/1/23 - 11/15/23 & (1yr)

Huestis Park: 5/1/23 - 11/25/23 & (1yr)

Unit Usage:

Edward Ryan PK: 2 Units

Huestis Park: 2 units

Quote Total

Edward Ryan PK: \$1950.00

Huestis Park: \$1950.00

Delivery Info: \$40.00 pick up/drop off per unit

YOUR PRICE: \$25.00 per unit

Total Price/Delivery: \$100.00

Rentals: \$4000.00

United Rentals

2023 Season - Town of Kent

Park District #1 (Lake Carmel)

Recreation Department

Lake Carmel Beach		Parks Garages		Edward Ryan Memorial Park		Husvik Park		Additional Units, Repairs & Cleanups	
Beach #3 \$150/mo 2x sec/unit \$89/mo 2x sec/unit	Beach #7 \$150/mo 1x sec/unit \$89/mo 2x sec/unit	Beach #2 \$89/mo 2x sec/unit	Beach #4 \$89/mo 2x sec/unit	Maintenance Garage \$89/mo 2x sec/unit	Location: TBD \$89/mo 2x sec/unit	Location: inside fenced field area by entrance gate (requires recreation personnel for delivery) \$89/mo 2x sec/unit	Location: inside fenced field area by entrance gate (requires recreation personnel for delivery) \$89/mo 2x sec/unit	Extra unit for special events \$89/unit 2x sec/unit	Extra portable sink, soap & paper towels for special events \$11/unit 2x sec/unit
Intersection of Lakeshore Dr East & Brewster Rd (2 units) cleaned twice/wk 1 unit June 1 - Labor Day 1 unit May 1 - Nov. 1 (cleaned 1x/wk)	Intersection of West Lakeshore Dr & Gilcard Rd (1 unit) cleaned twice/wk 1 unit May 1 - Nov. 1 1 unit June 1 - Labor Day	Intersection of Lakeshore Dr East & Birchcliff Rd (1 unit) cleaned once/wk 1 unit June 1 - Labor Day	Intersection of Lakeshore Dr East & Salann Rd (1 unit) cleaned once/wk 1 unit June 1 - Labor Day	8 Champain Dr (1 unit) cleaned once/wk Year Round	43 Park Rd (1 unit) cleaned once/wk May 1 - Nov. 15	178 Farmers Mills Rd (1 unit) cleaned once/wk May 1 - Nov. 25	178 Farmers Mills Rd (1 unit) cleaned once/wk Year Round	Extra maintenance, minor repairs (incl. parts) cost under \$1000/00 N/C	Extra cleaning per unit \$25/sec/unit
Total seasonal units (5) with locks									

From: John Mccaffrey
Sent: Thursday, February 2, 2023 10:48 AM
To: Lake Carmel Parks Clerk
Subject: RE: Quote question

TOWN OF KENT NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER!

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

Heidi,
I apologize, I misunderstood and did not answer the question you were asking.

Beach 3 or any location:
The upcharge for the Wheelchair unit is \$41, service rates are the same.

Example
Standard Unit \$156/unit 2x week service
Wheelchair \$197/unit 2x week service

Best Regards,
John McCaffrey
Hudson Valley Territory Manager 89B

United Rentals 

Reliable On-Site Services

845-926-8003 mobile

845-765-6560 office

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

[Click Here to Apply For Credit](#)

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

Portable Restrooms-Showers & Trailers - Portable Hand Washing & Sanitizing - Portable Waste Tanks - Fresh Water Systems - Temporary Fence

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

Portable Restrooms-Showers & Trailers - Portable Hand Washing & Sanitizing - Portable Waste Tanks - Fresh Water Systems - Temporary Fence

From: Lake Carmel Parks Clerk <lcpcdclerk@townofkentny.gov>
Sent: Wednesday, February 1, 2023 8:34 AM
To: John Mccaffrey <jmccaffrey@ur.com>
Subject: [EXTERNAL]Quote question

2023 Season - Town of Kent

Recreation Department

Park District #1 (Lake Carmel)

Lake Carmel Beach		Park Garage
Beach #3	Beach #7	Maintenance Garage
Intersection of Lakeshore Dr East & Brewster Rd	Beaches #2	8 Champlain Dr
1 reg unit and 1 ADA unit cleaned twice/wk	Intersection of Lakeshore Dr East & Briardrill Rd	8 Champlain Dr
May 1 - Nov. 1	1 Reg. unit cleaned once/wk	1 Reg. unit cleaned once/wk
1 Reg unit May 1 - Labor Day	June 1 - Labor Day	Year Round
1 ADA unit June 1 - Nov. 1		
Total seasonal units (5) with locks		

United Rentals	Standard Unit	4wk cycle	Cleaned 1x/week	\$89.00
	Standard Unit	4wk cycle	Cleaned 2x/week	\$156.00
	ADA Unit	4 wk cycle	Cleaned 1x/week	\$130.00
	ADA Unit	4 wk cycle	Cleaned 2x/week	\$197.00
	Standard Unit	Year Round	Cleaned 1x/week	\$1,066.00

A John	Standard Unit	28 day	Cleaned 1x/week	\$95.00
	Standard Unit <th>28 day</th> <td>Cleaned 2x/week</td> <td>\$190.00</td>	28 day	Cleaned 2x/week	\$190.00
	ADA Unit <th>28 day</th> <td>Cleaned 1x/week</td> <td></td>	28 day	Cleaned 1x/week	
	ADA Unit <th>28 day</th> <td>Cleaned 2x/week</td> <td></td>	28 day	Cleaned 2x/week	
	Standard Unit <td>Year Round</td> <td>Cleaned 1x/week</td> <td>\$1,200.00</td>	Year Round	Cleaned 1x/week	\$1,200.00

Seck e Seat	Standard Unit	4wk cycle	Cleaned 1x/week	\$100.00
	Standard Unit <th>4wk cycle</th> <td>Cleaned 2x/week</td> <td>\$125.00</td>	4wk cycle	Cleaned 2x/week	\$125.00
	ADA Unit <th>4 wk cycle</th> <td>Cleaned 1x/week</td> <td>\$150.00</td>	4 wk cycle	Cleaned 1x/week	\$150.00
	ADA Unit <th>4 wk cycle</th> <td>Cleaned 2x/week</td> <td>\$175.00</td>	4 wk cycle	Cleaned 2x/week	\$175.00
	Standard Unit <td>Year Round</td> <td>Cleaned 1x/week</td> <td>\$1,200.00</td>	Year Round	Cleaned 1x/week	\$1,200.00

Scottys Pottys No quote submitted

John to go No quote Submitted

Edward Ryan Memorial Park	Huestis Park	Additional Units, Repairs & Cleanings		
Location: TBD	Location: inside fenced field area by entrance gate (requires recreation personnel for delivery)	Extra unit for special events	Extra maintenance, minor repairs (lock, parts) cost under \$100.00	Extra cleaning per unit
43 Park Rd	178 Farmers Mills Rd	Extra portable sink, soap & paper towels for special events		
1 Reg unit cleaned once/wk	2 Reg. units cleaned once/wk			
April 1 - Nov. 15	May 1 - Nov. 25			
Year Round				

Add \$25/Drop off and pick up per unit



1511 Route 22, Suite C24
 Brewster, NY 10509 845.278.7710
 69 State Street, 13th Floor
 Albany, NY 12207 518.874.0617
 1967 Wehrle Drive, Suite One
 Buffalo, NY 14221 716.402.4580
 E-mail: adelaidemail@adelaidellc.com
 Fax: 845.278.7750

January 19, 2023

Via Email

Attn: Ms. Heidi Link
 Town of Kent
 25 Sybil's Crossing
 Kent Lakes, New York 10512

**RE: Asbestos Inspection on the Town of Kent Community Center (Interior & Exterior)
 10 Huguenot Road, Lake Carmel, NY 10512**

Dear Ms. Link:

Adelaide is pleased to provide you with this proposal for asbestos and lead based paint and PCB testing services at the above referenced property based on the information provided to our office on Date. Adelaide will perform the inspection at the locations for the materials to be impacted by renovations according to all federal, state and local regulations.

Asbestos Testing Services:

Adelaide will charge **\$1,440.00** for labor to inspect, collect all samples necessary and provide a technical report of the findings. **The bulk samples will be submitted as a reimbursable expense based on the schedule below:**

- PLM Bulk Samples \$18.00/sample
- PLM NOB Bulk Samples \$23.00/sample
- TEM/NOB Bulk Samples \$52.00/sample*
- TEM/NOB Bulk Samples (prepped and not analyzed) \$12.00/sample
- XRF Lead Testing Included in Labor

* Please note the State of NY requires all non-organically bound materials – NOB's (i.e. Window/Door Caulk, Floor Tiles, Mastic Roofing Materials etc.) to be analyzed by both PLM & TEM NOB procedures in order to call a material negative.

The **estimated** reimbursable amount total for sample analysis will be approximately **\$2,898.00 (labor and report are separate from this price)**. This estimate is for 36 PLM and 30 PLM NOB/TEM NOB samples analyzed for the project. **If more or less samples are needed the fee will be adjusted accordingly.** The pricing assumes all PLM NOB's will need to be analyzed by TEM.

Total Estimated Cost Hazardous Materials Inspection Services \$1,440.00 (labor) + \$2,898.00 (estimated sample analysis) = Approximately \$4,338.00

This is an estimated cost; Adelaide will bill, and client agrees to pay for actual amounts utilized for the work.



7. INDEMNIFICATION.

The Client hereby agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for any injury or death to persons or loss or damage to property arising out of Client's use or possession of Contractor's equipment and for any negligence of the Client to Contractor or any other person, regardless of apportionment of fault against the Contractor or determination of assumption of the risk by the Contractor, any of contractor's employees, assigns or other personnel.

8. ARBITRATION.

The parties agree that any disputes shall be submitted to arbitration by using the American Arbitration Association, or any similar organization, or any arbitrator or organization agreeable to the parties hereto.

9. ASSIGNMENT AND BENEFIT.

This Agreement shall be binding on the parties, their successors and/or assigns.

10. EXCUSED PERFORMANCE.

Neither party hereto shall be liable for its failure to perform or delay in performance due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to get permits, fires and acts of God and such failure shall not constitute a Default under this Agreement.

If you have any questions or require any further information, feel free to contact me at our office. We appreciate the opportunity to provide this proposal and look forward to working with you on this project.

11. ESTIMATED BULK SAMPLE COST

Adelaide's fee is completely dependent on the scope of work provided prior to preparing this proposal. The total sample cost is estimated based on this information. If more or less samples are needed the fee will be adjusted accordingly. The pricing assumes all PLM NOB's will need to be analyzed by TEM.

This is an estimated cost; Adelaide will bill, and client agrees to pay for actual amounts utilized for the work.

Sincerely,
John Soter
Senior Vice-President

Accepted by:

Authorized Representative Date



TOWN OF KENT

Ryan Park Driveway Entrance Improvements Project

**INFORMATION FOR BIDDERS
GENERAL AND SPECIAL CONDITIONS
SPECIFICATIONS
PROPOSAL
CONTRACT AGREEMENT**

Sealed Bids shall be delivered before 12:00 p.m. (Noon) March 15, 2023.

to:

Town of Kent
Town Clerk's Office
25 Sybil's Crossing
Kent Lakes, New York 10512

Prepared by:

Insite Engineering, Surveying & Landscape Architecture, P.C.
3 Garrett Place
Carmel, New York 10512
(845) 225-9690

booklet no. ____ of 6

Town of Kent

Ryan Park Driveway Entrance Improvements Project

TABLE OF CONTENTS

Table of Contents i
Public Notice1
Information for Bidders2
Addenda Acknowledgment *4
Non-Collusion Affidavit..... *5
Contractor’s Reference List *6
Contractor’s Current Job Commitments..... *7
Proposal *8
Contract Agreement10
Contractor’s Acknowledgment.....11
Acknowledgment of the Supervisor of the Town of Kent.....12
Certified Authorization Resolution13
Insurance Certificate.....14
Hold Harmless Statement.....15
General Conditions16
Special Conditions26
NYS Dept. of Labor Contract Requirements and Prevailing Wage Rates A-1

NOTE

All pages marked with an asterisk (*) and in bold italic print above must be filled out and must be submitted to constitute a Bona-fide Bid.

Public Notice

TOWN OF KENT

NOTICE FOR BID

RYAN PARK DRIVEWAY ENTRANCE IMPROVEMENTS PROJECT

NOTICE IS HEREBY GIVEN that sealed bids for the reconfiguration, grading, and paving of the driveway entrance to Edward Ryan Memorial Park will be received by the Town of Kent at the office of the Town Clerk, Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon on March 15, 2023 and then at said place be publicly opened and read aloud.

All of the bids must meet the specifications of the Town of Kent. Copies of the information for bidders, general requirements, bid specifications, non-collusive bidding certification, bid proposal forms, and hold harmless agreement may be obtained at the office of the Town Clerk. Bids must be submitted at the above address in sealed envelopes and must bear on the face thereof the name and address of the bidder and the following inscription: "Bids for Ryan Park Driveway Entrance Improvements Project."

The Town of Kent reserves the right to reject any and/or all bids and to re-advertise for new bids. Bids shall be awarded in accordance with General Municipal Law § 103.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF KENT

YOLANDA D. CAPPELLI, TOWN CLERK

Information for Bidders

1 SCOPE OF WORK

The work required under this Contract consists of furnishing all supervision, labor and personnel, material, equipment and ancillary support necessary to complete the work described within these specifications and/or drawings. In general, this project involves the removal of a portion of the Park Road and West Road connector, full depth replacement of West Road asphalt, widening of West Road, removal of one catch basin, site grading, tree removal, installation of new drainage pipe, installing landscaping and seeding.

1.a. ADDITIONS & ALTERATIONS

In addition to the work required under the main contract, there is work classified under additions & alterations (Add/Alt going forward) that will be bid separate of the main contract. This work includes the removal of a portion of West Road, width reduction of West Road, removal of asphalt curb, a wood tie retaining wall, installation of new asphalt curb, wooden guiderail, full depth replacement of West Road asphalt, site grading and stabilization.

It is not intended that either of these descriptions be all inclusive of each and every item required, but rather serve as information illustrating the general scope and nature of work for the convenience of the Bidders.

2 FORM OF PROPOSAL

Sealed Bids shall be received and publicly opened and read aloud in the Town Clerk's Office of the Town of Kent, 25 Sybil's Crossing, Kent Lakes, NY at:

12:00 pm (noon), March 15, 2023

Bids shall be submitted in a sealed envelope with the Bidder's name printed on the outside and marked:

"Bid for Ryan Park Driveway Entrance Improvements Project"

A bon-fide Bid shall consist of the submission of this Contract Specification booklet intact with the following pages or forms properly executed:

- a Bid Addenda and Addenda Acknowledgment (if any)
- b Non-Collusion Affidavit
- c Proposal
- d Contractor's Reference List
- e Contractor's Current Job Commitment List

Any deviation from these provisions may result in the disqualification of the Bid.

3 BIDDER'S ACCEPTANCE

The submission of a Bid shall constitute the Bidder's full acceptance of the terms and conditions set forth in the Contract Documents (Contract Specification Booklet and accompanying Drawings), as well as acknowledgment of the **Bidder's personal examination of the Project Site**; and further, represent the Bidder's willingness to enter into Contract with the Town of Kent. No Bidder may withdraw his Bid within ten (10) days of the Bid Opening.

4 BID ACCEPTANCE

The Town of Kent reserves the right to reject any and all Bids, to waive any informalities therein, or to award the Contract to any Bidder if deemed to be in the best interest of the Town to do so.

5 QUALIFICATIONS OF CONTRACTORS

All work shall be done by a Contractor who has the necessary facilities, plant and equipment in good working order; a competent organization and *special experience* in work of a *similar type* to that specified herein. Each Contractor shall furnish upon request a list of representative clients for whom he has satisfactorily completed work of a *similar nature and comparable size* to those specified in this Contract and which have been time tested for a minimum of five (5) years.

No Bid will be accepted from any Contractor who has not been engaged in the respective trade for at least five (5) years.

6. PRE-BID MEETING

A pre-bid meeting will be held for Bidders at the project site at the Edward Ryan Memorial Park on Park Road in Kent on Friday, March 10, 2023 at 1:00 pm. The purpose of this meeting is to review, clarify, and emphasize contract document requirements and pertinent questions regarding the project.

Non-Collusion Affidavit

State of New York)
) ss:
County of Putnam)

_____ being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting said Bid;
- (3) Said Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Kent.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me
this _____ day of _____, 2023

/s/ _____
Signature and Title

Notary Public

Contractor's Reference List

List at least three (3) in each category. Telephone numbers and addresses must be included.

	Name	Address	Telephone
Client or Owner			
Engineer			
Bank			
Material Supplier			

Contractor's Current Job Commitments

Contractor's Current Job Commitments

List current job commitments - incl. Owner or Engineer's telephone no.:

Project - name/location	Owner	Engineer	Bid Amt	% Complete

Proposal

TO Supervisor and Town Board
Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512

In compliance with your invitation for Bids and with the terms and provisions of the Contract Documents the undersigned hereby proposes to furnish all the specified goods, materials, labor, services and equipment necessary to perform and complete the work of the:

“Town of Kent Ryan Park Driveway Entrance Improvements Project”

for the **LUMP SUM PRICE** set forth in this proposal.

The Total Bid is _____
(amount written in words)

\$ _____

The Total Bid Consists of:

The Base Bid of _____
(amount written in words)

\$ _____

Add / Alt Bid of _____
(amount written in words)

\$ _____

On the acceptance of this Proposal for said work, the undersigned will execute the Contract Agreement and Hold Harmless Statement in accordance with the Contract Documents and Bid as accepted, and provide an Insurance Certificate attesting to appropriate coverage.

Proposal

The Bidder further agrees, if awarded the Contract, to commence work upon receiving written notice to proceed and to pursue the work continuously in accordance with the drawing, specifications and addenda, if any, until the work is complete.

Bidder

Fed. Emp. ID No

Corporate Seal here

address

telephone no.

/s/ _____
Signature, Title date

Subscribed and sworn to
before me this _____ day of
_____, 2023

printed name _____

Notary Public

Contract Agreement

This AGREEMENT made and entered into, in quintuplicate, the ____ day of _____ 2023, by and between the **TOWN OF KENT**, hereinafter referred to as the **Owner**, and

_____, hereinafter referred to as the **Contractor**, whose address is

WITNESSETH:

That the **Contractor**, in consideration of covenants, agreements, and payment of the

Contract Sum of \$ _____

hereby covenants and agrees to perform the work and to furnish all labor, tools, materials, equipment, supplies, services, accessories and appurtenances, including the manufacture and delivery of same, as required by the terms and conditions of the attached Contract Documents for:

“Town of Kent Ryan Park Driveway Entrance Improvements Project”

In accordance with, and pursuant to the body of instructions, directions and requirements contained within this volume are hereto attached, submitted and hereby declared and accepted as a part of this AGREEMENT as fully as if set forth herein.

The **Contractor** agrees to indemnify and save harmless the **Owner** from any and all defects appearing or developing in the workmanship, or materials performed or furnished under this Contract for a period of two (2) years after Final Acceptance by the **Owner**.

The **Contractor** agrees to accept as full payment hereunder the amounts specified in the Proposal, and the Owner agrees to make payments at the times and in the manner and upon the terms and conditions specified within this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the date first above written.

The CONTRACTOR by _____ seal
Signature, Title

TOWN OF Kent _____ seal
Supervisor

APPROVED AS TO FORM _____
Town Attorney

Contractor's Acknowledgment

By Principal, unless it be a Corporation:

State of New York)
) ss:
County of Putnam)

On this _____ day of _____, 2023, personally
came _____

to me known and known to me to be the person described in and who executed the foregoing
instrument, and acknowledged that he executed the same.

Notary Public

By Principal, if a Corporation

State of New York)
) ss:
County of Putnam)

On this ____ day of _____, 2023, before me personally
came _____

to me known, who being by me duly sworn, did depose and say that he/she resides
in _____; that he is the _____ of the _____
affixed by order of the Board of Directors of said corporation, and that he signed his name thereto
by like order.

Notary Public

Acknowledgment of the Supervisor of the Town of Kent

State of New York)
) ss.:
County of Putnam)

On this _____ day of _____ 2023,
before me personally came **Jaime McGlasson** to me known, who, being duly sworn, did depose
and say that she resides in the Town of Kent, County of Putnam, and State of New York; that she
is the duly qualified, elected, and acting Supervisor of the Town of Kent, the municipal corporation
described in, and which executed the foregoing instruments; that she knows the seal of said cor-
poration; that the seal affixed to said instruments is such corporate seal and it was so affixed by
virtue of **Resolution** _____ adopted by the Town Board of the Town of Kent on
_____, and that she signed her name thereto by like order and resolution.

Sworn to before me this
____ day of _____ 2023

Notary Public

Certified Award Resolution

(to be inserted after Contract is Awarded)

Insurance Certificate

(to be inserted after Contract is Awarded)

Hold Harmless Statement

The **Contractor** shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless, the Town of Kent, and their employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials, implements or appliances used in its performance or construction, or by or on account of any direct or indirect act of omission of the **Contractor** or his employees or agents, and whether or not any active or passive or concurrent negligent act or omission by the Town of Kent, or any of their employees, officers, or agents may have directly or indirectly caused or contributed thereto.

bidder:

/s/ _____
Signature, Title, and date

Subscribed and sworn to
before me this ____ day of
_____ 2023

Printed Name

Notary Public

General Conditions

1 DEFINITIONS

The Owner mentioned in the General Conditions and all Specifications is the Town of Kent, and is described as the party of the first part in the agreement. The Contractor is that individual, partnership, or corporation named as the party of the second part in the agreement.

The Engineer and Design Engineer is the consulting engineering firm of Insite Engineering, Surveying & Landscape Architecture, P.C.

The term "work" of the Contractor includes all labor, materials, equipment, transportation, and all other facilities necessary to complete the contract.

The words "plans" and "drawings" are used synonymously in this Contract.

2 INTENT AND CORRELATION OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials except that which is specially designated to be supplied by others, all tools and equipment and everything else necessary for the proper execution of the work, and should any work or material be not denoted in the Contract, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same is to be implied and required, and shall perform all work and furnish any such materials as fully as if they were particularly delineated or described.

It is specifically understood that in general figured dimensions are in all cases to be taken in preference to scaled dimensions from the drawings.

Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

3 DETAIL DRAWINGS AND INSTRUCTIONS

The Design Engineer will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferred therefrom.

4 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the character, quality and quantity of the materials to be encountered, and all other matters which can in any way affect the work under this contract.

5 AUTHORITY OF ENGINEER

The Contractor shall inspect and monitor all work included in this Contract. The Engineer (Inspector) shall have power to determine, in all cases, the amount, quality, fitness and acceptability of the several kinds of work and materials which are to be paid for hereunder. The need for repair and the type of repair needed will be as determined by the Engineer.

The Engineer shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor, and his decisions thereon shall be final and conclusive. Such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any payments hereunder.

6 WAIVER OF OBLIGATIONS

No assistant Engineer or inspector shall have any power to waive any of the conditions or obligations of this Contract.

7 ALTERATIONS

The Engineer shall have the right to alter and modify the Plans and Specifications in any particular, thus making specific changes in connection with the construction, details or execution of the work. The Contractor shall make such alterations as may be ordered by the Engineer and in case they diminish the quantity of work to be done, they shall not constitute a claim for damages or anticipated profit on the work omitted; if they increase the amount of work, such increase shall be paid for according to the quantity actually done at the unit price for each class of work, as named in the Contract.

8 EXTRA WORK

When directed in writing by the Engineer, the Contractor shall furnish material and do extra work not otherwise provided for by the terms of this Contract, but which may be connected with or necessary to the proper completion of the work. Such material and work shall be furnished and done as part of this Contract and subject to its provisions. The payment for any such extra work shall be determined by the Engineer and the Contractor as a lump sum price or on the basis of the actual cost of materials and labor furnished by the Contractor, including the cost of superintendence, use of tools and plant and compensation and public liability insurance, plus fifteen (15) percent for profit.

No claim for any extra work will be allowed unless accompanied by a written order by the Engineer authorizing such extra work and defining agreed basis of payment.

The Contractor shall, before the tenth day of such month, file with the Engineer, in writing, all claims for extra work performed during the previous calendar month. If he shall fail to make such claim before such day, his rights to extra pay for such extra work shall be deemed to have been waived and forfeited, and he shall not be entitled to any payment on account of such extra work.

9 MATERIALS AND WORKMANSHIP

All materials shall be the best of the kind specified and must be satisfactory to the Engineer. All workmanship shall be first class in every respect.

10 INSPECTION OF WORK

The Engineer or Design Engineer shall at all times have access to the work and the premises used by the Contractor and to all places of manufacture where materials are being made for use under this Contract, and shall have full facilities for determining that such materials are being manufactured strictly in accordance with the Plans and Specifications. The Contractor shall furnish for the test such samples of materials as the Engineer may require, at least ten (10) days prior to the time it is to be used.

11 DEFECTIVE WORK OR MATERIAL

Work or materials not in accordance with the Plans and Specifications, or in any way defective, shall be removed on order of the Engineer and replaced or rebuilt with satisfactory materials and the work done in a satisfactory manner.

No work shall be accepted prior to the final completion of the whole; and inspection during construction, or part payment for work or materials shall not imply any acceptance of the same.

12 SUPERINTENDENCE

The Contractor shall keep on the work during its progress at least one competent English speaking superintendent who shall be satisfactory to the Engineer. He shall supervise and direct the work for the Contractor, employing his best skill and attention. He shall be fully authorized to represent the Contractor and to receive and carry out such orders as may be given by the Engineer for the proper continuance of the work. Orders so transmitted shall be considered as given by the Contractor.

13 CONTROL SURVEYS AND PRESERVATION OF STAKES

Unless otherwise specified, the contractor shall establish all base lines for the location of the principal component parts of the work together with suitable number of benchmarks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and excavations. The Contractor shall have the responsibility to carefully preserve benchmarks, reference points and stakes, and, in any case of destruction thereof by the Contractor resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points, and stakes.

Copies of all field notes, sections, plotting and record drawings shall be furnished to the Engineer upon demand.

14 SAFETY PRECAUTIONS

Reasonable precautions shall at all times be exercised for the safety of all employees and visitors to the project site. All Federal, State and Municipal safety laws including all applicable OSHA regulations/requirements shall be observed. All machinery and equipment and other physical hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction of the Associated General Contractors of America unless and to the extent that such provisions are incompatible with regulations of Federal, State or Municipal Laws.

15 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall protect and support all water, sewer, gas and other pipes and conduits, telephone, telegraph or electric power lines, all railway and street railway tracks, pavements, building walls, fences or other properties, public or private, which are liable to be damaged during the execution of this work.

In the event that any damage or injury to any property as a result of the work under this Contract, he shall promptly repair the same at his own expense. He shall take all reasonable and proper precautions to protect persons, animals and vehicles of the public from injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation or other unsafe place, and place a sufficient number of red lights about the work and keep them burning from twilight until sunrise, and shall employ one or more watchmen as an additional security wherever needed. He must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, and other utility appurtenances free from encumbrance.

The Contractor is hereby reminded of his obligation to contact the Underground Facilities Protective Organization (1-800-962-7962) and comply with all laws, rules and regulations relative to same.

16 COMPLIANCE WITH LAWS

The Contractor shall conduct his work in compliance with all laws of the State of New York and all ordinances or regulations of the Municipality or Municipalities within whose boundaries the work is carried out.

17 INSURANCE

The Contractor shall protect all parts of the work from loss by theft, fire or otherwise and shall assume all risks or damages to the same, either by lightning, fire, wind, theft or from any other causes, until completion and final acceptance of the work.

18 ASSUMPTION OF LIABILITY

The Contractor shall save harmless the Owner from all claims and demands of every nature growing out of the performance of this Contract, including personal injuries received either by workmen employed by the Contractor, or any other person, injured therein or thereby, and all property damage. In the event that any such claim of suit has been liquidated either through settlement or judgement, the Contractor shall indemnify the Owner for the full amount thereof, including all costs incurred by the Owner.

So much of any money due the Contractor as shall be considered necessary by the Engineer may be retained by the Owner until all claims or suits hereinbefore mentioned shall have been settled and evidence to that effect furnished to the Engineer.

19 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall take out and maintain during the life of the Contract, Public Liability and Property Damage Insurance to protect him and/or any Subcontractor performing work covered by this Contract from claims for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself or by a Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be in an amount not less than \$3,000,000.00 (Three Million Dollars) for injuries, including accidental death to any one person, for each occurrence.

20 CONTRACTOR'S AUTO LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor's General Liability and Auto Liability insurance coverage for Bodily Injury and Property Damage to be in effect during the life of this Contract shall be not less than three million dollars (\$3,000,000) for each occurrence. The Contractor shall furnish a current Certificate of Insurance to the Town prior to commencement of any work on the project premises.

The Contractor shall require all subcontractors to provide this same insurance coverage.

21 COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Contract Workmen's Compensation Insurance for all of his employees at the site of the project; and, in case any work is sublet, to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide employer's liability insurance for the protection of his employees not otherwise protected.

22 PAY FOR LABOR AND MATERIAL

The Contractor shall pay for all labor and material furnished by him in the performance of this Contract. Before final payment, if evidence is produced that the Contractor has failed to pay for such labor employed by him on the work or for such material furnished by him and used therein, the Owner may withhold any payments until he shall be satisfied that all such claims for labor and material are paid.

23 PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits and/or claims for infringements for any patent rights and shall indemnify and save the Owner harmless from any loss on account thereof.

24 ASSIGNMENT OF CONTRACT

The Contractor will not assign this Contract nor sublet it as a whole without the written consent of the Owner.

25 SUBCONTRACTORS

The Contractor shall, as soon as practicable after the execution of the Contract notify the Engineer in writing of the names of any sub-contractors proposed for the work. He shall not employ any subcontractors that the Engineer may object to as incompetent, unfit, or involved in litigation with the Town.

The Contractor shall obtain the written approval of the Engineer for each and every subcontractor prior to the commencement of any work by said subcontractor(s). The Contractor shall be fully responsible to the Owner for the acts or omissions of his subcontractors and of persons either directly or indirectly employed by them. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

26 COMMENCEMENT OF WORK

The Contractor shall commence work at such points as the Engineer may direct and shall conform to his directions as to the order of time in which the different parts of the work shall be done.

The Contractor shall not commence work under this Contract until he has obtained all the insurance required by these general conditions or any other portion of the Contract Documents, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required before commencing any work.

27 PROSECUTION OF THE WORK

The work embraced in this Contract shall commence at once or within thirty (30) days after written notice so to do shall have been given to the Contractor by the Engineer and carried on regularly and uninterruptedly thereafter unless the Engineer shall otherwise, in writing, especially direct.

28 DELAYS

The Contractor shall not be entitled to any claims for damages for hindrance or delay, from any cause whatsoever, in the progress of the work or any portion thereof.

29 PROGRESS PAYMENTS

The Contractor must submit a claim within the first ten (10) days of each month for work performed the previous month in accordance with the provisions of the Contract.

Provided the claim is verified and approved by the Engineer, the Contractor will receive payment within sixty (60) days of said verification and approval by the Engineer. Partial payment will only be made on quantities of materials in place and no payments will be made on quantities of materials delivered but not installed, unless there is a particular item in

the proposal for this type of "work".
Certified payroll must be submitted with every payment claim.

30 GUARANTEES

The Contractor guarantees all work constructed or performed against defects in material or workmanship for a period of two (2) years from the date of approved acceptance of the work performed under this Contract. He shall bear the entire expense and cost of all repairs which may, from any imperfection in work or material, become necessary within that time.

If, at any time within the period of guarantee, as defined in the Specifications, any of the work included in the maintenance guarantee shall in the judgment of the Engineer require any repair or reconstruction, he shall notify the Contractor to make the repairs required. Upon receipt of such notice, the Contractor shall proceed with such repairs and shall complete the same within a reasonable time.

31 IRREVOCABLE STANDBY LETTER OF CREDIT

Not used.

32 MAINTENANCE SECURITY

Not used.

33 WATER USE

See Special Conditions Section 7.

34 FINAL CLEANING UP

Upon completion of the work and before acceptance of the project, the Contractor, at his own expense, shall clean the project grounds occupied or used by him in connection with the work and leave same in a neat and presentable condition. Only such surplus materials as are expressly reserved by the Engineer may remain on the project site.

The Contractor, at his expense and in an acceptable manner, shall restore, or settle for, all property, both public and private, which has been damaged by him during the prosecution of the work.

35 PERMITS AND FEES

All permits and licenses of a temporary nature or permanent nature (building permits, construction permits on State and County Highways, etc.), shall be secured and paid for by the Contractor. All fees, such as municipal tapping and inspection fees, utility metering fees, etc., shall be paid by the Contractor.

36 COMPLIANCE WITH SPECIFICATIONS

Each and every Contractor and/or Subcontractor shall comply with all sections of the specifications as far as they pertain directly or indirectly to their Contract. Any flagrant disregard of the Specifications will therefore constitute just cause for termination of the Contract and payment of any just claims incurring therefrom.

37 ERRORS AND OMISSIONS

If the Contractor discovers any error or omission in the Contract Drawings or Specifications or

in the work undertaken and performed by him, he shall immediately notify the Engineer and the latter shall promptly verify and correct same. If, knowing of such error or omission and prior to correction thereof, the Contractor proceeds with any work affected thereby, he shall do so at his own risk and the work so done shall not be considered as work done under the Contract and in performance thereof unless and until approved and accepted by the Engineer.

38 SUBSTITUTION CLAUSE

Wherever in the Plans and Specifications, any item of equipment or material is designated by reference to a particular brand, manufacturer, trade name, it is understood that an approved equal product, acceptable to the Engineer, may be substituted by the Contractor.

39 TIME OF COMPLETION

The project shall be completed within (120) days of Authorization to Proceed.

40 NO WAIVER OF LEGAL RIGHTS

Neither acceptance of, nor payments for the work, or any part of the work, nor any extension of time, nor any possession taken by the Town of Kent shall operate as waiver of any portion of the Contract, nor shall a waiver of any breach of the Contract be held to be waiver of any other or subsequent breach.

41 PROGRESS SCHEDULE

The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Engineer's approval a proposed progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the Engineer's approval.

42 DRAWINGS AND SPECIFICATIONS AT THE SITE

The Contractor shall maintain at the site for the Engineer one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, change Orders and other Modifications in good order and marked to record all changes made during construction, shall be delivered to the Engineer upon completion of the Work.

43 DAILY REPORTS

Not used.

44 MUTUAL RESPONSIBILITY OF CONTRACTORS

The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and shall constitute an acceptance of the other contractor's work as fit and proper to receive his work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's work.

Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such other contractor by agreement or

arbitration, if he will so settle. If such separate contractor sues the Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, see Section 18.

45 SHOP DRAWINGS AND SAMPLES

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrate some portion of the work.

Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.

The Contractor review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other contractor, all shop drawings and samples required by the contract documents or subsequently by the Engineer as covered by modifications. Shop drawings and samples shall be properly identified as specified, or as the Engineer may require. At the time of submission, the Contractor shall inform the Engineer in writing of any deviation in the shop drawings or samples from the requirements of the contract documents.

Minimum Required Shop Drawings, Samples, & Sourcing Information:

- 15" HDPE Pipe
- Inlet Protection
- Seed Mix
- Asphalt & Item 4 (sourcing only)
- Subbase Fill Material (sourcing & sample only)
- Erosion Control Blanket
- Geogrid

By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the contract documents.

The Engineer will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the contract documents. The Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Engineer on previous submissions.

The Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the contract documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation, nor shall the Engineer's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Engineer. All such portions of the work shall be in accordance with approved shop drawings and samples.

46 UNCOVERING AND CORRECTION OF WORK

If any work should be covered contrary to the request of the Engineer, it must, if required by

the Engineer be uncovered for his observation and replaced, at the Contractor's expense.

If any other work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such work and it shall be uncovered by the Contractor. If such work be found in accordance with the contract documents, the cost of uncovering and replacement shall be charged to the Owner. If such work be found not in accordance with the contract documents, the cost shall be charged to the Contractor.

The Contractor shall promptly correct all work rejected by the Engineer as defective or as failing to conform to the contract documents. The Contractor shall bear all cost (*contractor's actual expense without markup or profit*) of correcting such rejected work, including the cost of the Engineer's additional services thereby made necessary.

All such defective or non-conforming work shall be removed from the site.

The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

If the Contractor fails to correct such defective or non-conforming work, the Owner may correct it in accordance with Sec. 30.

If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

47 PRE - CONSTRUCTION CONFERENCE

The Contractor shall not commence any work under the contract prior to a pre-construction conference between the Contractor, the Owner's representatives, the Engineer and other concerned governmental and utility company representatives. At this conference all special requirements of the work, the scheduling of the work and details for the proper maintenance and protection of traffic during the work will be fully explained and discussed.

48 PRESERVATION OF NATURAL FEATURES

The Contractor shall exercise the utmost care to preserve and protect the natural features of all public and private property on or adjacent to the work site which will not be directly affected by the required construction. Before commencing work under the contract, the Contractor shall secure the Engineer's approval of proposed locations for temporary access roads not specified, storage areas for his equipment and materials, and parking areas for his own vehicles and those of his workmen. Thereafter, unless otherwise approved by the Engineer, the Contractor shall restrict all such activities to these locations. Before completion of the contract work, the Contractor shall restore at his own expense to their original condition or better, all temporary access, storage or parking areas and all other areas on or adjacent to the work site not directly affected by the required construction which have been disturbed in any way by the Contractor's operations.

The Contractor shall be responsible for the preservation and protection of all parts of existing trees within and bordering on the contract limits. As may be required, at his own expense the Contractor shall protect the trunks of trees against injury by the proper use of burlap padding, boards or other protective devices approved by the Engineer.

49 USE OF EXPLOSIVES

Not used.

50 WORK DURING OFF-HOURS, WEEKENDS AND HOLIDAYS

Under no conditions shall the Contractor work during Town of Kent off-hours, or on a weekend, or on a Town recognized holiday without the prior knowledge and consent of the Engineer. When permission is granted, the Contractor shall assume the risk that Town Highway and Water personnel may not be available as backup in an emergency, and the Contractor agrees to make immediate restoration for any services to the public inadvertently interrupted by his actions at his own expense without the Town's assistance. Furthermore, the Contractor shall agree to directly reimburse the Town for the pay due to any individual or individuals assigned to work overtime to assist the Contractor or inspect his work during off-hours, weekends, and holidays, if such work is scheduled solely for the Contractor's convenience.

51 CONFLICT OF PROVISIONS

Provisions of the Specifications shall supersede provisions of the General and Special Conditions where they are found to be in conflict.

Anything shown on the Drawing and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawing shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the Drawing and the Specifications, the matter shall be submitted by the Contractor to the Director of Technical Services, whose decision thereon shall be conclusive and binding on the Contractor; it being understood and agreed that the more stringent interpretation was made by the Contractor in the preparation and submission of his Bid.

END OF GENERAL CONDITIONS

Special Conditions

1 SALES TAX

The Town of Kent is exempt from the payment of New York Sales Tax.

2 WAGE RATES

This Contract is subject to the prevailing wage rates in effect during the Contract Period as determined by the New York State Department of Labor.

3 DELIVERY OF MATERIALS

The Contractor shall make his own arrangement for the receipt of materials delivered to the construction site. No representative of the Town will accept any materials ordered by the Contractor.

4 STORAGE

Acquisition of storage and staging areas will be the responsibility of the Contractor. It is agreed and understood that the Town will not be liable for the loss of materials, tools or other property of the Contractor or his workmen.

5 PROTECTION OF BUILDINGS, CONTENTS AND SURROUNDINGS

The Contractor shall protect all adjacent or adjoining work, buildings, shrubbery, windows, and automobiles from damage resulting from the work performed under this Contract.

6 TOILET FACILITIES

The Contractor shall be granted access to facilities on site.

7 ELECTRIC POWER AND WATER

The Contractor will supply any electrical power, water or other utilities required to do the work at his own cost and expense. The Contractor shall furnish and install all temporary electrical connections or disconnections, water connections, and wiring and piping required for the work under this Contract, at and to locations as designated by the Town Services. The Contractor shall fuse all his electrical equipment as required to protect existing system.

8 MATERIALS AND WORKMANSHIP

It is the intent of these Specifications to require first class work by workmen skilled in their respective trade; and new and best quality materials.

9 CLEAN UP AND REMOVAL OF DEBRIS

At the end of each work day the Contractor shall sweep up and collect all his debris and rubbish and place it in an appropriate container to be furnished by the Contractor. Containers shall be kept at an approved location and emptied when full. All waste material must be disposed of offsite by the Contractor and shall be done in full compliance with all relevant laws, ordinances and regulations. At the conclusion of the work of this Contract the Contractor shall be responsible for the restoration of the Project Site to a clean, litter-free and finished condition. Any damage or other defects resulting from the execution of this Contract must be repaired, replaced or otherwise corrected by the Contractor to the Owner's satisfaction.

10 PROJECT MAINTENANCE

The Contractor shall be responsible to maintain all improvements installed under this contract until project completion. Maintenance shall include, but not be limited to, traffic signals, drainage systems, access driveways, snow removal, curbing, pavement and utilities.

11 RESTORATION

The Contractor shall provide all the labor, material, and equipment necessary to restore the site to its original condition. All man-made or natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.

After the new work in an area has been completed, tested and accepted, or when ordered by the Engineer, the restoration of all the man-made and natural features shall proceed.

END OF SPECIAL CONDITIONS

NYS Dept. of Labor Contract Requirements & Prevailing Wage Rate