

Town of Kent
Town Board Meeting
April 9, 2024

Workshop/Meeting: 7:00

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a) Police Department- accept retirement, hire, promotion
 - b) Short Term Rentals- discussion
 - c) Environmental, General, Architectural Engineering- go out to bid
 - d) Managed Technologies of NY Inc- award bid
 - e) Lake Carmel- cowboy sand
 - f) Recreation-emergency fence repair, hire seasonal worker
 - g) Brown and Brown- Insurance renewal
 - h) Water Districts- WIIA grant engineering report
 - i) Cemetery Mowing- award bid
 - j) Highway-accept resignation
4. Vouchers
5. Announcement
6. Public Comment

Town of Kent
POLICE DEPARTMENT

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

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

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

April 4, 2024

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

Dear Supervisor McGlasson & Kent Town Board:

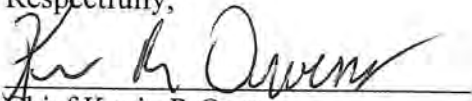
At this time I respectfully request the Kent Town Board appoint Michael Johnson to the position of police officer with the Town of Kent Police Department, at the next Town Board meeting April 9th, 2024.

Mr. Johnson is currently a Police Officer with the NYPD. He has been with the NYPD since 2018. A background check has been completed and he comes highly recommended by his peers. According to Putnam County Personnel Mr. Johnson is eligible to transfer. We would like to appoint Mr. Johnson at a starting salary of a second year police officer (\$61379.38). He would not have to attend a Police Academy and there would be no reimbursements required since he attended the police academy with the NYPD over 5 years ago. The appointment is subject to the successful completion of a probationary term of 78 weeks, pursuant to civil service laws & rules.

I would like Mr. Johnson's appointment to become effective April 10, 2024 on the condition he meets any and all further civil service requirements. If you need any further information please feel free to contact me.

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

Respectfully,


Chief Kevin R Owens

Serving Our Community 24 Hours A Day

Town of Kent
POLICE DEPARTMENT

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4/1/24

Supervisor McGlasson & Kent Town Board
Town of Kent
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Carmel, NY 10512

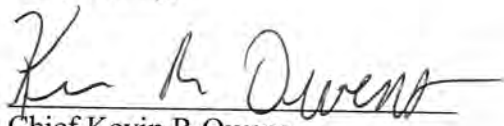
Dear Supervisor McGlasson & Kent Town Board,

The Town of Kent Police Department currently has a vacancy at the position of Lieutenant. After interviewing all of the eligible candidates on the civil service list, it is my recommendation that we promote Det. Sgt. Alex VanderWoude to the rank of Lieutenant.

Therefore, I respectfully request the Town Board appoint Det. Sgt. Alex VanderWoude to the position of Lieutenant at the April 9th, 2024 Town Board meeting.

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

Respectfully,


Chief Kevin R Owens

Serving Our Community 24 Hours A Day

PUTNAM VALLEY – Short Term Transient Rentals (STRs)

A. Purpose.

- (1) With the increase in tourism over the past several years in the Town of Putnam Valley and adjacent areas, there has been an increase in the number of property owners renting to tourists on a short-term transient basis. Many residents list their properties as short-term transient rentals on web-based booking sites. Short-term transient rentals (STRs) offer benefits to property owners and residents in the Town such as increased income; however, STRs also create potential health, safety, and quality of life detriments to the community. In recognition of the widespread popularity of STRs and in recognition that many such rentals are already operating in the Town, the purpose of this section is to regulate the safety and use of STRs in line with the goals of the Town Comprehensive Plan.
- (2) The following section imposes mandatory regulations and requirements on all Town of Putnam Valley property owners that rent or propose to rent their property on a short-term transient basis. The purpose of such regulations and requirements are to assure that the properties being rented meet certain minimum safety and regulatory requirements which are proportional to those imposed on similar uses such as bed-and-breakfasts, inns, motels, and hotels; thereby protecting the property owners, the occupants of such housing and the residents of the Town of Putnam Valley.

B. Authorization. This section is adopted in accordance with Article 16 of the Town Law of the State of New York which grants the Town of Putnam Valley the authority to enact local laws for the purpose of promoting the health, safety, and welfare of the Town, and in accordance with Municipal Home Rule Law, Article 2, Section 10, that gives the Town of Putnam Valley the power to protect and enhance its physical environment. The Town Board authorizes the Planning Board of the Town of Putnam Valley to issue special use permits to property owners to use their properties as STRs per the provisions of this section. The Building Department may, thereafter, issue STR permits, for such approved uses. Applications for a permit to operate an STR shall be processed under the procedures set forth in the Zoning Code and this section.

C. Zoning. The STR use of a property shall only occur as an accessory use to an existing or proposed single-family in the RA, R-1, R-2, R-3, LP and CD Zoning Districts, subject to a special use permit issued by the Planning Board and an STR permit. No STR use may occur on a vacant parcel.

D. Density. Where the parcel is located, unless they are preexisting nonconforming structures, new short-term rental units shall meet density and setback requirements for the zoning district.

E. Prohibitions. The following parcels shall be prohibited from being issued permits to operate short-term transient rentals.

- (1) Parcels utilized for multifamily dwelling units.
- (2) Parcels utilized for commercial or industrial purposes.
- (3) Vacant property which does not contain a residential dwelling unit.

F. Definitions. As used in this section, the following terms shall have the meanings indicated:

ACCESS — The place, means, or way by which pedestrians and/or vehicles shall have safe, adequate, and usable ingress and egress to a property, structure, or use.

CAMPING — The use of a property as a site for sleeping outside; or the parking of travel trailers or similar equipment, the erection of tents or other shelters, to serve as temporary residences.

DENSITY — The number of individual dwelling units per unit of land.

DWELLING UNIT — A building or entirely self-contained portion thereof containing complete housekeeping facilities for only one family, including any domestic servants employed on the premises, and having no enclosed space (other than vestibules, entrance or other hallways or porches) or cooking or sanitary facilities in common with any other dwelling unit.

EXISTING SHORT-TERM TRANSIENT RENTAL — A short-term transient rental, as defined herein, which is lawfully in operation as of December 31, 2023.

HOUSE RULES — A set of rules that applies to renters of STRs while occupying the unit.

LOCAL MANAGER — The person specifically named on the application and permit that is responsible for the day-to-day operation of the STR, and who may be contacted, day or night, if there is a problem at the STR. The local manager may be either the owner or an agent of the owner. The local manager must reside within 30 miles of the Town of Putnam Valley Town Hall.

NEW OPERATING SHORT-TERM TRANSIENT RENTAL — A short-term transient rental not in operation prior to December 31, 2023.

NON-OWNER-OCCUPIED — An STR unit that does not qualify as owner-occupied.

OWNER-OCCUPIED — An STR unit that is the primary residence of the owner for at least 180 days in the calendar year, or the owner is present in the dwelling or is present on the same parcel while the residence is being used as a short-term rental.

PRIMARY RESIDENCE — A person's domicile where they usually live in the Town of Putnam Valley, whether on a full-time or part-time basis for at least 180 days in the calendar year, typically a house including any habitable accessory structures on the same property.

RENTAL — An agreement granting use or possession of a residence, in whole or in part, to a person or group in exchange for consideration valued in money, goods, labor, credits, or other valuable consideration.

RENTED IN PART — An STR in a primary residence, as defined above, that is being occupied in part by the owner and in part by STR guest(s), simultaneously.

RENTED IN WHOLE — An STR in a dwelling unit that is being occupied entirely by STR guests for the rental duration.

SECONDARY DWELLING UNIT (SDU) — An attached or detached secondary residential dwelling unit that shares the building lot of a larger, primary home, including having separate cooking and sanitary facilities.

SHORT-TERM TRANSIENT RENTAL (STR) — The use of a parcel for the rental or lease of any or part of any residential use single-family and two-family dwelling unit, for a period of less than 30 days. The STR may occur within an entire dwelling, in rooms within a dwelling, or in a separate attached or detached dwelling unit or units on the parcel, but shall not include camping. Motels, hotels, resorts, inns, and bed-and-breakfasts, as defined in this chapter, are excluded from this definition.

SHORT-TERM TRANSIENT RENTAL UNIT — Dwelling units or rooms used as STRs.

SLEEPING ROOM — An interior room other than a bedroom, as defined under the New York State Uniform Fire Prevention and Building Code, that may serve to afford sleep to a person, however, sleep shall not be the primary function of the room. Examples include, but are not limited to, a living

room, family room, den or great room which may be furnished with a futon, convertible couch, or other sleeping surface. All sleeping rooms shall meet New York State Uniform Fire Prevention and Building Code mandates for bedrooms (i.e., size, ceiling height, access, egress, lighting and ventilation, electrical outlets, heat, and smoke and carbon monoxide alarms).

VACANT PARCEL — A parcel of land which does not contain a residential dwelling unit.

G. Applicable law.

- (1) All property owners desiring to operate an STR must comply with the regulations of this section. However, nothing in this section shall alter, affect, or supersede any regulations or requirements of the Town of Putnam Valley Zoning Code, any regulations or requirements imposed by the County of Putnam, or any state or federal regulations or requirements, and all property owners must continue to comply with such regulations or requirements. Any conflict between this section and any other regulations or requirements of the Town of Putnam Valley Code shall be resolved in favor of the more stringent of such regulations or requirements.
- (2) Except as temporarily provided herein for existing STRs, no operation of an STR unit shall occur except pursuant to a valid special use permit issued by the Town of Putnam Valley Planning Board and an STR permit issued by the Building Department. Such STR permits shall be valid for a three-year period, subject to annual fire and safety inspection.

H. Ownership of properties.

- (1) Properties must be owned by an individual, individuals, sole proprietorship, general partnership, limited-liability partnership, or a limited-liability company. No property owned by a corporation or other business entity shall qualify for a permit.
- (2) A general partnership, limited-liability partnership or a limited-liability company must disclose names of all partners and/or members when applying. Any changes in partners and/or members shall be provided to the Building Department within 30 days of change.
- (3) No owner entity composed of similar individuals, partners and/or members may hold permits for more than ~~two~~^{three} properties at any given time, one owner-occupied and ~~one~~^{two} non-owner-occupied STR in order to allow equitable distribution of short-term rental special use permits. Only one permit per property is allowed at one time.

I. Designation of STR properties. All short-term transient rentals shall be designated as owner-occupied, or non-owner-occupied, as defined herein.

J. Grace Period. At the time of adoption of this Local Law allowing Short-Term Rentals, a Property Owner operating an Existing Short-Term Rental without a permit may continue to operate a Short-Term Rental provided that the Property Owner shall submit an application for a Short-Term Rental permit within three (3) months from the date of adoption. Any Property Owner operating a Short-Term Rental after this time period without having submitted an application for a Short-Term Rental permit shall be in violation of these regulations and shall immediately cease such operations until such time that a Short-Term Rental permit is issued.

4. (1) To be an existing STR, property owners must provide proof of operation of an STR between December 31, 2022 and December 31, 2023.

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- K. Fee. A nonrefundable STR permit application fee and inspection fee shall be established by resolution of the Town Board for each dwelling unit that functions as or contains a short-term transient rental unit. Such permit fee shall be submitted with each new application and each ~~biennial~~-triennial renewal application. A separate fee shall be submitted for an annual fire safety inspection of each permitted STR.
- L. The Town Board may, by resolution, set a maximum number of short-term rental permits allowed during any given period in order to protect the health, safety and welfare of the citizens in the Town. The maximum number (cap) may be reviewed at any time at the discretion of the Town Board.
- M. Application forms. Application forms for an STR permit shall be developed by the Building Department.
- N. Applicants for an STR permit must file a separate application and tender a separate application fee and obtain a separate permit and inspection for each dwelling unit which contains or functions as a short-term transient rental.
- O. Application process. The initial application to operate a short-term transient rental shall be submitted to the Planning Board for a special use permit. Notification of the application shall be sent to neighbors within 200 feet of the property by the Building Department upon permit application.
- (1) The application shall include the following, in addition to any other information required for a special use permit application pursuant to Town Code Article X: Special Permit Uses:
- (a) Contact information. The names, addresses, email address(es) and day/night telephone numbers of the property owners and local managers shall be included on the application.
 - (b) Designation of the STR as owner-occupied or non-owner-occupied, as defined herein.
 - (c) Designation of the STR as rented in part and/or rented in whole, as defined herein.
 - (d) Hosting platform information. The applicant shall provide the names and URLs for all hosting platforms or other advertising platforms, such as but not limited to AirBnB, VRBO or other hosting websites; and Facebook, Instagram, or other social media postings used by the applicant for advertisement of the short-term transient rental unit. Any changes or additions to the listed hosting/advertising platform shall be reported on the applicant's renewal permit.
 - (e) Parking. The number of off-street parking spaces to be provided shall be stated on the application. Off-street parking shall be provided to accommodate the occupancy of the short-term transient rental unit, one parking space for each sleeping room in the dwelling plus other parking as may be required by § 165-35(E)(1). Vehicles shall not be parked on front lawns. There shall be no on-street parking allowed, unless permitted by local traffic control signage. No parking shall be allowed outside of the parking spots designated and detailed on the permit.
 - (f) Maximum occupancy. The maximum desired occupancy by the operator shall be stated on the application. The Code Enforcement Officer shall establish the maximum occupancy. The Code Enforcement Officer shall limit the number of occupants based on the number, size, configuration, and furnishings of the bedrooms and/or sleeping rooms, and per the provisions of New York State Uniform Fire Prevention and Building Code.

- (g) Water and septic. The source of the water supply shall be stated on the application and the permit. The septic system shall be functioning, and the type, size, and location of the septic system shall also be stated on the application. New permit applications shall require documentation as determined acceptable to the Planning Board, indicating that the septic system is found to be currently working properly and is adequate for the short-term transient rental maximum occupancy. Applications shall indicate compliance with Chapter 90 (Septic Systems) and shall include the latest pump-out date of the septic tank.
- (h) Fire safety. Documentation of location and existence of fire safety devices in compliance with New York State Uniform Fire Prevention and Building Code.
- (i) Description. State the occupancy of each bedroom and sleeping room, and the methods of ingress and egress (examples: doors and windows) shall be included with the application. No kitchen or bathroom shall be occupied for sleeping purposes.
- (j) Plat. The applicant shall submit an aerial plat of the property showing approximate property boundaries and existing features, including buildings, structures, well, septic system, parking spaces, firepits/outdoor fireplaces, driveways, streets, streams and other water bodies, and neighboring buildings within 100 feet of the short-term transient rental unit. This does not need to be a survey. This is easily obtained free of charge from many online sources.
- (k) Garbage removal. The applicant shall state how garbage is to be removed from the property. The applicant is responsible for all refuse and garbage removal. The applicant shall be responsible for either: a) contracting with a refuse company; or b) the owner or property manager shall remove garbage on a weekly basis. If there is a dumpster located on the property, the location of the dumpster shall be depicted on the plat submitted with the application.
- (l) House rules. The applicant shall submit a copy of the house rules. (See below Subsection U for required house rules.)
- (m) Jurisdiction. If a property owner does not reside within 30 miles of the Town of Putnam Valley Town Hall, then they must designate the local manager as an agent.

P. Inspections.

- (1) Annually, each approved STR shall be inspected by the Code Enforcement Officer or Fire Inspector to determine compliance with New York State Uniform Fire Prevention and Building Code. Inspections shall be done for the initial permitting and annually, thereafter.
- (2) All STR units must comply with New York State Building Code requirements and shall have no open violations. No initial or renewal permit shall be issued without compliance with the elements of the submitted application.
- (3) The entire ~~property-building~~ involving an STR must be inspected. This includes all owner-occupied spaces in buildings where an STR unit is located. Those owner-occupied spaces shall be in compliance with the Property Maintenance Code of New York State related to interior and exterior spaces and fire safety.

Q. Application review. Upon receipt of the application and fee, the Planning Board shall determine if

the applicant has complied with all the requirements of this section, the Zoning Code, as well as any applicable federal, state, county, or local laws. If the applicant has fully complied, then the Planning Board may issue the property owner a special use permit for an STR. Based on the approval of such special use permit, the Building Department may issue a renewable STR permit so long as initial fire safety and property maintenance inspections have been completed and approved and all fees are paid. No STR permit shall be issued until inspection is completed by the Building Department.

- R. Renewal permits. Property owners with STR permits shall submit to the Town of Putnam Valley Building Department a ~~biennial~~-triennial renewal permit application with any changes to the original STR permit, together with such additional documentation as determined by the Code Enforcement Officer, all of which will be on forms prescribed by the Building Department, along with the current renewal application fee. Renewal applications shall be subject to the cap as determined by the Town Board and will be processed on a first-come-first-served basis. Permit holders shall be able to apply for renewal permits beginning October 1 through December 1. The Code Enforcement Officer may deny a renewal application based on noncompliance of the regulations contained in this section or upon failure of the annual fire safety inspection in any aspect of that inspection. An applicant may appeal the denial to the Zoning Board of Appeals.
- S. General permit regulations.
- (1) STR permits shall be valid for three years.
 - (2) An STR permit in any given year will expire on December 31, except an initial permit approved after September 1 of a calendar year shall be allowed to run through December 31 of the third year of the permit. All renewal permits shall run from January 1 to December 31 of the third calendar year after issuance.
 - (3) The Town of Putnam Valley Town Board reserves the right to set a cap for the maximum number of STR permits to be issued by the Building Department in order to ensure the equitable distribution of STR permits and to protect the public's health, safety and welfare. The Town Board may review that cap at its discretion and revise it as needed to protect the interests of the Town.
 - (4) Copies of the STR permit must be displayed in the dwelling unit in a place where it is easily visible to the occupants.
 - (5)
 - (6) STR permits may not be assigned, pledged, sold, or otherwise transferred to any other persons, businesses, entities, or properties. If a STR property is sold or otherwise transferred, the new owner must apply for and obtain a STR permit in their name prior to any use of the property as a STR by the new owner. Buyers under contract for the purchase of a STR property may apply for a STR permit as a prospective owner in the same manner as set forth herein, with issuance of the permit conditioned upon the Buyer's closing of title to the property.
 - (7) All short-term rental properties shall have posted on or about the inside of the front or main door of each dwelling unit a card listing emergency contact information. Such information shall include, but not be limited to, the name, address, email, and phone numbers of the building owner, if local, or of a local manager and instructions on dialing 911 for emergency/fire/ambulance assistance. A local manager shall be able to respond in person within one hour.
 - (8) Exterior advertising signs are prohibited except an STR may have one nonilluminated accessory

use freestanding or wall sign not to exceed four square feet in area to identify the STR.

(9) No camping shall be allowed on properties with STR permits.

T. House rules.

(1) All short-term rental properties shall post for renters of each dwelling unit or rooms a listing of house rules. House rules shall incorporate, but not be limited to, the following:

- (a) An emergency exit egress plan.
- (b) The location of fire extinguishers.
- (c) Identify the property lines and a statement emphasizing that unit occupants may be liable for illegal trespassing.
- (d) Identify the procedures for disposal of refuse/garbage.
- (e) If allowed by the property owner, specify outdoor fires shall be made solely within a fireplace or fire pit in accordance with all New York State burning regulations.
- (f) If allowed by the property owner, instructions for fires in fireplaces or wood stoves. If not allowed by the property owner, a statement stating as such.
- (g) Short-term transient rentals shall not be permitted to be used for any commercial use or commercial event space.
- (h) No outdoor camping shall be allowed.
- (i) Parking shall be allowed solely in the designated parking spaces.
- (j) If the property has a pool, hot tub or other swimming or bathing appurtenance (hereafter: "pool"), a clear list of requirements related to use of the pool, including explanation of the use of the required barrier, barrier latches, alarms, electrical disconnect, etc. Further, the property owner will place a sign in each location leading to the pool that the property requires a "water watcher": a responsible adult to supervise the pool while it is in use and to be responsible for assuring that the barrier requirements are in place at all times.
- (k) Noise should be kept to a reasonable level. Unreasonably loud, disturbing and unnecessary noise should not occur after 8:00 p.m. nor before 7:00 a.m. during weekdays, and not between 8:00 p.m. and not before 9:00 a.m. on Sundays or any holiday.

U. Complaints, Enforcement and Violations.

- (1) Complaints regarding the operation of an STR shall be in writing to the Code Enforcement Officer
- (2) Noise complaints should be made to the Putnam County Sheriff's Department.
- (3) Upon receipt of a complaint of violation, the Code Enforcement Officer shall investigate to determine the presence of a violation, and upon finding to his/her satisfaction that a violation was or is currently occurring, he/she shall issue to the property owner and the local manager a notice detailing the alleged violation(s) as determined by the Code Enforcement Officer in accordance with Zoning Code §165-91.2. Such notice shall also specify what corrective action is required of the property owner, and the date by which action shall be taken.

- (4) Notices required by this section shall be issued by the Code Enforcement Officer in accordance with Zoning Code §165-91.2.
- (5) No renewal permit shall be issued until a notice of violation issued by the Code Enforcement Officer is resolved.
- (6) If the landowner does not comply with the specified corrective action by the date given by the Code Enforcement Officer, the Code Enforcement Officer may revoke the STR permit. This determination shall be reviewable by the Zoning Board of Appeals after a public hearing.
- (7) The Owner of a property in violation of this Section, referenced sections, or any other building code requirement shall be subject to enforcement and fines under Zoning Code §165-91.2

**SECTION C
BID PROPOSAL**

**TOWN OF KENT
PUTNAM COUNTY, NEW YORK**

To:

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

Bid Submitted By:

(Name) Managed Technologies of N.Y., Inc.

(Address) 1100 Route 52, Suite 201
Lake Carmel, NY 10512

(Telephone Number) 845-363-8394, Option 1

1. 1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. 2. I/We do hereby offer and agree to furnish materials in accordance with the Specifications relating thereto, for the price/prices as given on the bid forms.
3. 3. I/We agree that if this is a multiple cost line bid, the Town of Kent reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
4. 4. I/We hereby affirm that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
 - a. a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
 - d. d. No member of the Town Board or any officer or employee of the Town of Kent, New York, or person whose salary is payable in whole or in part from the said Town Treasure is, shall be or become interested, directly, as a contracting party, partner,

stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.

- e. 5. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.
- f. 6. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
- g. 7. I/We hereby agree that I/We accept the unit prices on the following pages, for the various items of work.
- h. 8. I/We hereby agree that if this is a quantity based bid I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

Date: 01/19/2024

(Legal Name of Bidder)

Managed Technologies of N.Y., Inc.

By: *Anthony Adamo*
(Authorized Signator)

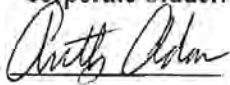
Anthony Adamo

Corporate Seal (if incorporated)

STATEMENT OF NON-COLLUSION
(To be Completed by Each Bidder)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties or perjury; non-collusive bidding certification.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Signed:  Firm: Managed Technologies of N.Y., Inc.

Title: President Date: 01/19/2024

RESOLUTION

Resolved that Managed Technologies of N.Y., Inc. be
(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following materials

Information Technology Service and Support as listed in but
not limited to the items listed in the Specifications section.

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section one-hundred-three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____

Managed Technologies of N.Y., Inc. corporation at a meeting of the

Board of Directors held on the 19th day of January, 2024

(SEAL OF THE CORPORATION)

Anthony Adamo _____ (SECRETARY) President
Anthony Adamo

SPECIFICATIONS

The IT professional agrees to provide consulting services including, without limitation:

Software Architecture Services - Consisting of Professional review and opinion regarding the purchase and installation of new software for use by the Town of Kent offices. Research new trends in relevant software designs and systems, and provide information for consideration by the Town of Kent.

Software Integration Analysis - Consisting of Professional review and opinion regarding the integration of new software or systems purchases with existing Hardware and software in use at the Town of Kent offices. Analysis of risks and impacts of proposed Hardware/Software integration. Coordinate system development tasks to include design, integration, and formal testing. Oversees all transitions into production. Develop and complete actions in system specifications, technical and logistical requirements, and other disciplines. Create and maintain programmatic and technical documentation to ensure efficient planning and execution. Manage and document system configurations.

Software Support Services - Consisting of on-site support of software in use by the Town of Kent on Servers and Desktops to include network security and all functions of a Microsoft Active Directory environment. Verify proper operations and configurations of software at the Town of Kent on servers and desktops. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

Hardware Support Services - Consisting of on-site support of hardware (Servers and Desktops) in use by the Town of Kent. Verify proper operations and configurations of hardware (Servers and Desktops) at the Town of Kent. Upgrade, install and troubleshoot networks, networking hardware devices and software. Maintain inventory of equipment and parts as well as documentation of vendor activities. Develop and document system standards for computer and network devices. Recommend and schedule repairs to the LAN/WAN.

Development and execution of a preventative maintenance program for hardware in use (Servers/Desktops) at the Town of Kent offices. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

Policy and Standards Support - Ongoing development of proposed formal computer systems policies and procedures to ensure the security and availability of systems of the Town of Kent. Procedures to include data backup procedures and disaster recovery plan preparation.

Website administration Support-To include but not limited to website updates, installations, and procedures regarding the Town of Kent website. ID and password control systems for the Town of Kent website. Convert Town of Kent Meetings Video to formats consistent with Website streaming on the current streaming sites approved by the Town of Kent. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

UCaaS (Unified communications as a service - Phone System) Provide support for but not limited to the UCaaS platform through the UCaaS Commportal, Unlocking and resetting users, Manage Contact lists, Voicemail issues and configurations, Voicemail to email support Phone hardware configurations and setups, and PoE wiring systems for the all phone hardware. On-Site support will be provided on-site and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

Office365 Administration Responsible for the administration of the Microsoft Office 365 Tenant environment. Support and act upon licensing numbers and issues as well as track software in use from the tenant. Administrate ID's and passwords for the tenant as well as email ID's and passwords. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

MDR (Managed Detection and Response - Cybersecurity) Monitoring
Continually monitor all network devices from the MDR portal for possible security threats as well as maintain accurate account of network devices both in use and not. Respond to threats through the portal while utilizing Magna5's Network Operations Control group when necessary. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

Airphone Security System Support

Responsible for Airphone hardware and wiring to include Airphones in all Departments as well as the panel hardware in the hallway entrances. Backup video taken from Airphones and house video on a server for later viewing should the need arise. Work

with Doyle Security systems when necessary regarding the Airphone system. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

Project Management - Run complex projects/programs from design and development to completion.

Define requirements and plan project lifecycle deployment.

Define resources and schedule for project implementation.

Create strategies for risk mitigation and contingency planning.

Plan and schedule project deliverables, goals, milestones.

Direct and oversee project team and manages conflicts within group.

Efficiently identify and solve project issues.

Demonstrate leadership to define requirements for project risk.

Develop Requests for Proposals (RFP) for external services.

Design and maintain technical and project documentation.

On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

Leightronix Video Server Support Services - Consisting of on-site support of Leightronix Video Server and Nexus network attached video switching equipment. Create weekly slide show of pertinent information for broadcast. Create weekly video files for viewing on the Town of Kent video channel, perform scheduling of video shown on the channel and upload of meeting video as necessary. On-Site support will be provided and "On-Call" 24 hours/day 7 days/week and support for those hours will be responded to within 8 hours of the date and time the call is received.

On-Going - Monthly systems audits to verify systems operations and maintenance including data backup verifications. Weekly detailed reporting of work performed to the Town Supervisor.

Should other professional services or consultants need to be brought in for a given situation, those consultants shall be paid by the Town of Kent separate and apart from this agreement. Prior approval for such consultants or services shall be pre-approved by the Town Supervisor.

BID FORM

Monthly Fee: \$ 6,000.00 Six thousand dollars and zero cents.

Annual Fee: \$ 72,000.00 Seventy-two thousand dollars and zero cents.

Description of any additional services and fees for same:

Initial & immediate I.T. Security Audit and Assessment with repairs/improvements where applicable.

24/7/365 support provided by a minimum of 2 (two) technicians assigned to the client with unlimited support hours.

All emergency fees and on-boarding costs waived.

Access to a web-based support ticket tracking system.

Access to a web-based asset tracking system for hardware, software, licensing where applicable.

Response times during normal work hours will be set to two hours.

Response times outside of normal working hours set to 6 hours.

Jaime McGlasson

From: Lake Carmel Parks Clerk
Sent: Friday, March 29, 2024 11:08 AM
To: Jaime McGlasson
Cc: Claudia Dworaczyk
Subject: Agenda Item - Cowboy Sand Quotes - Lake Carmel
Attachments: Sand Prices 2024.pdf

Three (3) quotes were requested for 70 yards of cow bay sand to be delivered to Lake Carmel. Quotes were received from KLM Trucking and MJB Enterprises. Liberty Trucking was not able to submit a quote. KLM Trucking had the lowest price at \$56.50 per yard delivered. KLM Trucking is recommended to deliver beach sand for the 2024 season.

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: lcpdclerk@townofkentny.gov

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

Sent from [Mail](#) for Windows

DATE
3/29/2024

Beach Sand for Lake Carmel Park District
Cowbay Sand 1 mil - 70 yards total delivered

\$ Amount Per
Yard/Ton Total # of
Yards Total \$/ Delivered

KLM Trucking Kenneth Maudlin	\$56.50/yard	70	Delivered
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MJB Enterprises LLC PO Box 764, Pawling	\$58.00/Yard	70	Delivered
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Liberty Bell Trucking Co., Inc.	\$/Yard	70	No quote received
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Loose Sand Conversion Rate: 1.25
1.25 Tons = 1 Yard

Joe Dulce



Recreation Dept.

845-878-1064

parks@townofkentny.gov

FENCE ESTIMATE MARCH 28, 2024

**RE: Ryans Field
Field 2B**

On existing damaged back stop and fence, remove and haul away damaged materials.

Disconnect and remove existing 3" walk gate post and reset in new concrete footing. Reset existing gate with new hardware.

Disconnect top of backstop. Replace 2 horizontal rails, and the top piece of the side chain link fabric. Replace numerous damaged hardware.

Restretch top overhang wire.

Total cost with materials and labor \$1,960.00.

Please note that price is based on being able to drive back there with our truck. Or, if it's too wet, town being able to provide a machine to haul materials and tools back there.

If you have any questions please contact me at the above number.

Thank you,

← ∨ Reply

Jaime McGlasson

From: Claudia Dworaczyk
Sent: Wednesday, April 3, 2024 1:10 PM
To: Jaime McGlasson
Subject: Hiring Seasonal Park Maintenance Employee for Recreation

Hello Jaime,
Pending a clear background check, we would like to hire Volodymyr Vasylyshin as a seasonal park maintenance worker in the Recreation Department. He is available to start immediately.
Thank you,
Claudia

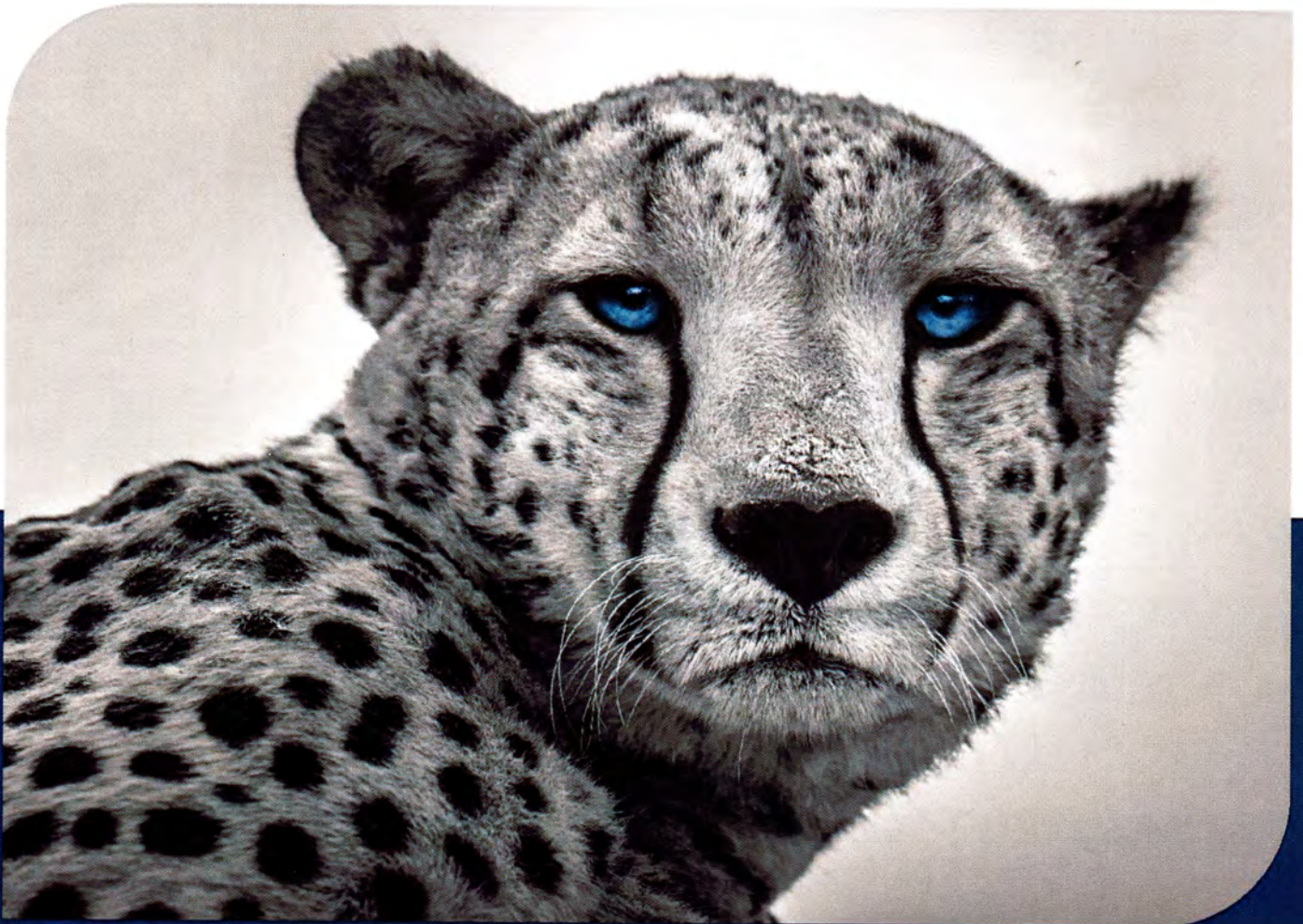
Claudia Dworaczyk
Confidential Secretary to Supervisor/HBA
Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512
845-225-3943 Ph
845-306-5621 Fax



PROPERTY & CASUALTY

Proposal Prepared for
Town of Kent

Policy Period 04/08/2024 - 04/08/2025



Who We Are

Growth has no finish line.

No matter where you are on your growth journey, we can help you find solutions to meet your ever-evolving insurance and risk management needs. If you are a highly complex multinational company, an individual or anything in between, our experienced teams can help every step of the way.

Discover Our Capabilities

As a successful business, you plan for the future and adapt as circumstances change your course. At Brown & Brown, we help you navigate the path forward, by taking a different approach to how you view, analyze and purchase insurance. Your exposures are unique, and you deserve coverage options designed to help protect your assets, interests, and reputation. Our teams work to understand your business and your risk management plan by providing personalized local service complemented by the exceptional resources and capabilities of a national brokerage.

Our History

Brown & Brown Insurance was founded in Daytona Beach, Florida, in 1939 by cousins J. Adrian Brown and Charles Covington Owen. In 1959, Adrian's son, Hyatt, took leadership of the family business. Under his direction, the Brown & Brown vision of a lean and profit-oriented organization came into focus. Following a merger in 1993, the company became Poe & Brown, Inc., publicly traded on Nasdaq. In 1998, Poe & Brown was changed back to Brown & Brown and became listed on the New York Stock Exchange (NYSE: BRO), joining the S&P 500 in 2021. The company has continued to thrive under Chief Executive Officer (CEO) J. Powell Brown, who became the third generation to lead the organization in 2009. We consistently deliver high-quality solutions and services to a broad array of customers. With a precise and focused acquisition strategy, Brown & Brown has become one of the insurance industry's most powerful and influential leaders.

Our Mission

We are dedicated to making a positive difference in the lives of our customers by helping to protect what they value most. With 350+ locations and growing, we have teammates across the globe who are dedicated to serving our customers and local communities.

Our Culture

We believe in doing what is best for our customers, communities, teammates, carrier partners and shareholders—always. Powered by a culture that values high performance and perseverance, the cornerstone of Brown & Brown's guiding principles are people, service, and innovation.



5TH LARGEST

Insurance Brokerage in the Nation



350+ LOCATIONS

And Growing



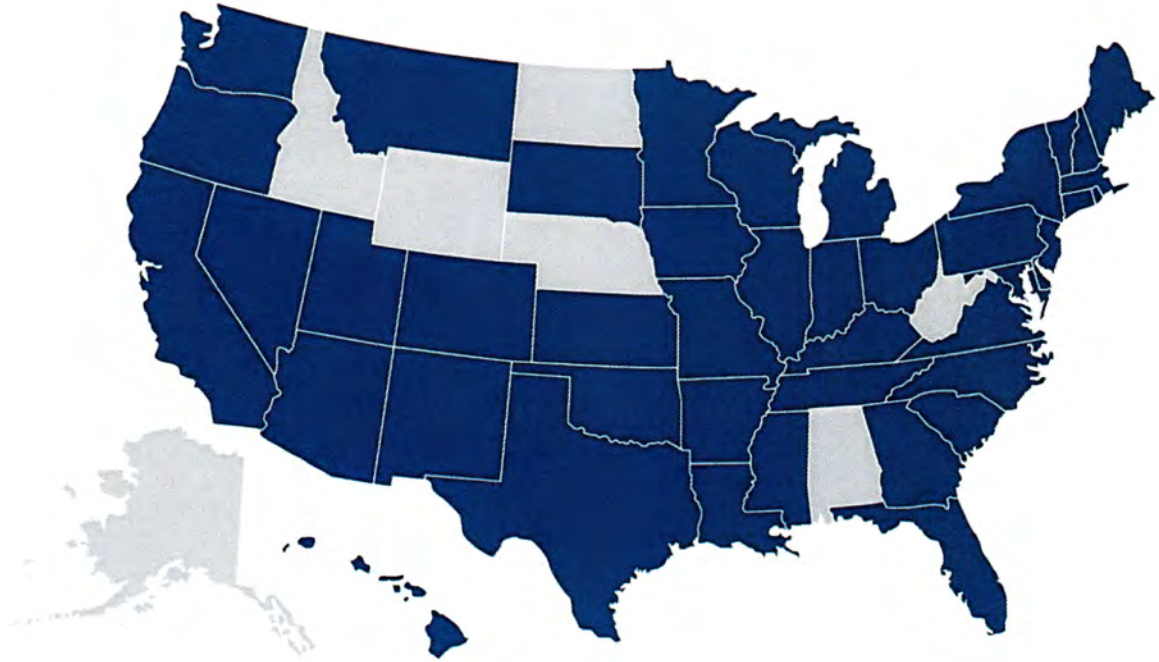
8,000+

Retail Teammates



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Brown & Brown



Canada



London, England



Ireland



Bermuda & Grand Cayman

In the map above, blue indicates states or countries with Brown & Brown locations.



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Preparing You for Tomorrow's Risks—Today™

We pride ourselves on our ability to couple national strength with local, personalized service. Our Brown & Brown Insurance Services, Inc. - based team is as connected to the more than 11,000 teammates across Brown & Brown and our team of companies as it is here in our community.

We have become a leading insurance brokerage because we view insurance differently and utilize our vast experience and wide-reaching network to deliver superior service and solutions to our customers, both big and small.

We believe that our teammates and the relationships they form with our customers are our strength. Our reputation has been built on a solid foundation of teamwork, strengthened by people who are dedicated to providing the highest degree of service. Our team thanks you for the opportunity to work together. Please find our contact information below.

Service Team

Name	Title	Email	Business Phone
Brian Miles	PCL	Brian.Miles@bbrown.com	(845)743-7003
Kieran Boyle	Risk Manager/Producer	Kieran.Boyle@bbrown.com	(845)743-7015
Lori Glassman	Account Manager	Lori.Glassman@bbrown.com	(845)743-7018
Audra Frobose	Technical Assistant	Audra.Frobose@bbrown.com	(845)743-7002
Lori Glassman	Claims & Commercial Lines Manager	Lori.glassman@bbrown.com	(845)743-7018
Shelby Fields	Claims & Loss Control Representative	Shelby.fields@bbrown.com	(845)743-7013



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Public Entity Client List – Brown & Brown of New York, Inc.

City of Beacon
City of Beacon Fire Department
Town of Bedford
Town of Beekman
Village of Briarcliff Manor
Village of Briarcliff Manor Fire Department
Town of Carmel
Carmel Fire Department
Village of Cold Spring
Village of Croton-on-Hudson
Village of Croton-on-Hudson Fire Dept.
County of Dutchess
Village of Dobbs Ferry
Town of Dover
Town of Fishkill
Village of Fishkill
Village of Fishkill Fire Department
Town of East Fishkill
Goldens Bridge Fire Department
Town of Greenburgh
Village of Grandview on Hudson
Town of Hyde Park
Village of Irvington
Village of Irvington Fire Department
Town of Kent
Ketchum Fire Department
Town of LaGrange
Village of Larchmont
Town of Lewisboro
Liberty Lines Transit
Mahopac Falls Fire Department
Mahopac Volunteer Fire Department
Town of Mamaroneck
Village of Millerton
Village of Mount Kisco
Mohegan Lake Fire Department
Village of Wappingers Falls
City of Newburgh
Village of North Castle
Village of Nyack
Westchester Co Correctional Facility – Superior Officers Assoc.
Westchester County Industrial Development Agency
Town of Patterson
Town of Pine Plains
Pine Plains Water District
Village of Pleasantville
Town of Pleasant Valley
Pocantico Hills Fire District
Village of Port Chester
Village of Port Chester IDA
Village of Port Chester Fire Department
City of Poughkeepsie
Town of Pound Ridge
County of Putnam
Putnam County Tobacco Securitization Corp
Putnam County Correctional
Town of Putnam Valley
Putnam Valley Volunteer Ambulance
Town of Red Hook
Rensselaer County Tobacco Securitization Corp.
Town of Rhinebeck
Village of Rhinebeck
Village of Rhinebeck Fire Department
Rockland County Tobacco Securitization Corp.
Town of Rye
Village of Rye Brook
Village of Rye Brook Fire Department
Rye Town Park Commission
Village of Sleepy Hollow
Village of Sleepy Hollow Fire Department
Town of Southeast
Suffolk County Water Authority
Village of Tarrytown
Village of Tarrytown Fire Department
Village of Millbrook Village of Tuckahoe
Town of Union Vale
Town of Wappingers
County of Westchester
Village of Haverstraw



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Compensation Disclosure

Compensation. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc., or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (845) 628-4500 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>



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NYMIR PROPOSAL



QUOTATION and COVERAGE FEATURES

Financial Rating

NYMIR's financial strength rating by AM Best is A- Excellent.

NYMIR is a not-for-profit company that has been insuring New York State municipalities for close to 30 years. As a not-for-profit insurer, NYMIR has been able to share underwriting earnings and has distributed profits for three consistent years to its members. Since insureds are considered owners of the company, they benefit from savings and profits not available from traditional insurance companies. Close to 950 municipalities currently take advantage of the enhanced coverage and services offered by NYMIR. Our financial success has enabled us to eliminate the capital fee that was previously required to join the program. NYMIR has returned over 12 million dollars in capital plus accrued interest to its members over the course of a capital return program.

Board of Governors

The NYMIR Board of Governors is comprised of 13 dedicated and experienced local officials elected by Subscribers. This Board sets policies and works closely with NYMIR to develop coverages, risk management services, and set premium rates.

**Please note: This proposal does not expand coverage beyond what is provided in the policy. For complete policy information, please contact NYMIR.*



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GENERAL LIABILITY COVERAGE FEATURES

- **Aggregate per location** – NYMIR does not restrict its coverage limits to one aggregate (the maximum an insurance policy will pay in a year).



- **Failure to supply** – Municipalities that operate water facilities face additional exposure for accidental events resulting in the municipality's failure to supply these services. Coverage is provided for this liability at full policy limits.
- **Acts of Terrorism** – Automatic coverage for terrorism to full policy limits.
- **Sudden & Accidental Pollution Liability** - A third-party (liability) coverage is provided. The Sudden & Accidental Pollution Liability Endorsement protects the municipality against suits for bodily injury or property damage arising out of pollutants that have been released due to a sudden and accidental event. Examples are pesticides, herbicides, above ground storage tanks, water treatment and sewer plants. These coverages have separate limits of insurance of \$1,000,000 per occurrence. This coverage does not offer protection for clean-up costs associated with spills or from underground storage tanks.
- **Municipal Sponsored Recreation Programs** - NYMIR supplies coverage for litigation that may arise from the exposures during supervised recreational programs.
- **Allegations of Sexual Abuse & Molestation** – Full Policy limits are provided for protection against lawsuits alleging sexual abuse and molestation. This coverage applies to the named insured for allegations of negligent supervision, hiring and retention.
- **Court System Operations** – Court system operations and judges' actions in their capacity for your municipality are automatically covered. Malicious prosecution, false arrest, and other claims that emanate from court proceedings are automatically covered.



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PUBLIC OFFICIALS' LIABILITY COVERAGE FEATURES

This errors and omissions liability policy provides several significant extensions of coverage that are unique to municipalities.

The Policy Deductible applies ONLY when an indemnity payment is made. With approximately 80% of all claims providing only defense costs, this could result in a significant savings in the event of a covered loss.

- **Consent to Settle Coverage-** requires approval from the municipality before a claim can be settled. You will be informed on how a case is developing and will have the right to review a proposed settlement before it is finalized.
- **Prior Acts Coverage Available- protects** you for unknown incidents/claims that took place prior to the inception date of your NYMIR policy.
- **Defense Costs are Payable in Addition to Limits-** expenses that NYMIR incurs in order to defend you will not reduce your policy limits. Your full limits will be available to settle possible indemnity payments.
- **Employment Practices Liability-** protection is provided against allegations of harassment and discrimination, hostile workplace claims, failure to promote, wrongful dismissal (breach of employment contract) among others. (**NYMIR Online University** provides training on many Employment Related Topics.)
- **Extended Employment Practices Coverage (Optional) -** protection for mental anguish and emotional distress. Allegations of discrimination claims include back wages coverage. \$50,000 defense expense is also offered for non-monetary claims. This coverage can assist with defense of claims filed with the Equal Employment Opportunity Commission and Fair Labor Standard Act claims.
- **Allegations of Civil Rights and/or Discrimination-** during the process of tax assessment, issuing licenses and permits, and zoning.
- **Land Use-** zoning and land use claims are an active area of litigation for municipalities. Many competitors do not address this issue. NYMIR has a definitive land use endorsement. Full Policy limits are available.



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PROPERTY COVERAGE FEATURES



- **Appraisal Program:** This is a value-added service that will benefit your municipality. A professional appraisal company will conduct an independent appraisal of your buildings with values of \$100,000 or greater scheduled on the statement at no cost to you. This allows property coverage to be written with an Agreed Amount valuation.
- **Earthquake & Excess Flood:** This coverage is automatically provided at an annual aggregate of \$1,000,000 with a \$25,000 deductible to protect municipal buildings and contents from these potentially catastrophic causes of loss. Flood Zones A & V are covered up to \$1,000,000 with a \$500,000 deductible. NYMIR will provide a flood certification for each of your locations as they become available.
- **Pollution Clean-up:** in each policy period \$50,000 is available for expenses you incur for cleanup of “pollutants” for land, air, or water from covered real property.
- **Asbestos Clean up, Abatement & Removal:** \$50,000 if as a result of a specified cause of loss as notated in your policy.
- **Valuation of Building and Contents:** NYMIR automatically provides valuation at agreed amount with a blanket limit providing enhanced coverage over actual cash value per location.



Equipment Breakdown:

NYMIR provides coverage for boilers and building machinery/equipment breakdown at all locations. This includes coverage for mechanical malfunction of water and sewer pumps. Coverage limits were significantly increased and enhanced in 2019 to include modern exposures such as cloud computing interruption, microelectronic failure, and alternative energy. Coverage includes Loss of Income/Extra Expense, Service Interruption, Expediting Expense, Hazardous Substance, Ordinance or Law, Demolition, Spoilage, Newly Acquired Locations, Error in Description, Data Restoration and Computers. Inspections meet state certification requirements and determine equipment efficiencies.

**Please note: This proposal does not expand coverage beyond what is provided in your quotation or policy. For complete policy information, please contact NYMIR.*



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NYMIR CRIME COVERAGE FEATURES



- Various limits are available and can be tailored to your municipality's needs.
- Employee Dishonesty Blanket Coverage
Faithful Performance Automatically Included (*Higher Limits Available by Position Type*)
- Coverage is available for all employees.
- No Exclusion for Tax Collector or Treasurer
- Responsibility of Elected Officials for other funds is included; *ex. Bail Bond accounts held by Justices* or other officers required by law to be individually bonded. Other entities can be added as Additional Insured when employee is responsible for funds of a third party. Ex. *Town tax collector collecting school taxes.*

Additional Coverage Available Include:

- Computer Fraud (fraudulent transfer of money or property of value)
- Wire Transfer
- Social Engineering
- Forgery or alteration
- Theft of money and securities inside and outside the premises can be increased (*\$10,000 per occurrence is automatically provided under your property policy*).

LEARN Online Training Site provides Fidelity and Public Sector Fraud Training for your entire staff at no charge.



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NYMIR LAW ENFORCEMENT Liability Coverage



Consent to settle coverage is provided to protect police professionals against the volatile exposures they face daily. Full Policy limits are available.

To name a few:

- **Allegations of false arrest, excessive force, malicious prosecution and unlawful search and seizure**
- **Violations of civil rights**
- **Building related illnesses**
- **Claims of abuse and molestation**
- **Supervisory exposures in directing auto pursuits.**

Law Enforcement Liability Assessment: Municipalities with law enforcement agencies receive regular evaluation of their law enforcement policies, procedures, and facilities.

Law Enforcement Advisory Committee: Members of this committee have many years of law enforcement leadership experience. They will provide input to identify topics for law enforcement seminars and provide guidance in developing strategies to assist law enforcement professionals in reducing exposures.

NYMIR LEARN Training Site- Training for your police department at no cost to enhance and maintain vital skills and knowledge. Topics include False Arrest, Pursuit, Use of Force, Employment Practices, Anti-harassment, Anti-Bias Policing, Firearms' safety and more.

Please note: *This proposal does not expand coverage beyond what is provided in the policy. For complete policy information, please contact NYMIR.*



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Automobile

- Automatic \$3,000 Additional Equipment coverage for equipment installed on municipal vehicles.
- Deductible reimbursement up to \$1,000 for physical damage to any municipal employee's personally owned vehicle while using in the course of municipal duties and responsibilities.
- **Replacement cost** new valuation for **police vehicles** 10 years old or newer.



Inland Marine

- Rental Expense Reimbursement up to \$500 per day for rental of substitute equipment when a covered cause of loss occurs to covered property.
- \$100,000 available to cover your legal or contractual liability for loss or damage to equipment that you lease, rent, or borrow from others.
- Agreed Value is applicable to vehicles scheduled for auto physical damage on the Inland Marine policy. An annual updated schedule of values is required.
- Expenses exceeding 75% of the agreed value of a vehicle and its equipment will be considered a total loss.
- \$1,000,000 coverage for all individually scheduled equipment for damage caused by earthquake or flood.

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NYMIR RISK MANAGEMENT PROGRAM



The NYMIR Risk Management Program is designed specifically for municipalities, created to address the unique loss exposures of local governments.

This benefit assists in minimizing the frequency and severity of losses. We are pleased to offer you these valuable risk control services and resources as a part of this insurance proposal.

Facility Inspections: An on-site risk assessment of the municipality's facilities, operations and activities is done regularly for each subscriber a follow-up report is generated listing *practical* suggestions for improving safety and loss control.

Special Inspections: Additional visits to evaluate specific areas (e.g., sidewalks, equipment, and parks) are scheduled as requested by subscribers.

Certificate of Insurance/Contract/Bid Specifications Review: NYMIR Risk Management helps subscribers reduce the costs of claims by assisting with transfer of risk using insurance certificates and indemnification language. These transfers typically involve users of facilities, contractors, and inter-municipal agreements.

Local Training: NYMIR Risk Management Consultants conduct customized training at subscribers' locations. Popular sessions include highway safety training, employment practices liability, and recreation liability.

Attendance at Subscriber Safety Committees: NYMIR Risk Management Consultants will attend safety committees throughout New York State and provide technical assistance and resource material.

Risk Management Consulting Services: Subscribers have unlimited access to NYMIR Risk Management Consultants to answer questions or conduct research concerning physical hazards, municipal activities, procedures, transportation, etc.



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NYMIR RISK MANAGEMENT PROGRAM (cont.)

NYMIR Regional Seminars: NYMIR sponsors regional seminars throughout New York State to address current trends and legal issues that create potential loss exposures for local governments. Some of the topics include:

- Harassment & Discrimination Training-complies with 2018-2019 new legislation.
- Discrimination & Harassment for Supervisors –Complaint Handling
- Parks & Recreation Liability/Playground Maintenance and Inspections
- Cyber Awareness
- Distracted Driver Prevention
- Reasonable Suspicion
- Law Enforcement Liability
- Risk Transfer
- Safety During Snow & Ice Removal
- Backhoe & Loader Training
- Traffic Signs/Traffic Control Devices
- Chainsaw & Chipper Safety

LEARN Training Site: Free Online Courses provide certificates of completion for topics that include NYS Annual Training Requirements, Parks & Recreation Liability, Employment Practices Liability, Defensive Driving and more. Members can download sample forms and documents to reduce or transfer risk. *NYMIR's* Risk Management bulletins, can be referenced. In addition, sample Workplace Violence, Computer Usage and Sexual Harassment policies can be downloaded and modified for your municipality.

Live Webinars: Topics include Harassment and Discrimination Annual Training, Cyber Awareness, LEARN Administrator Training, Recreation Liability and more.



Prior Written Notice Law Review:

To ensure that town, city, and county subscribers are receiving optimum protection; NYMIR risk management representatives will review subscribers' prior written notice laws and provide recommendations for improvement, if needed.



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Fire Department



Property

Actual Loss You Sustain Coverage for the following property:

- Communication Equipment, Computers and Media
- Emergency sirens/horns and traffic control devices
- Computers, printers, scanners, modems, and related peripheral equipment
- Radio, television, and video equipment, satellite dishes, towers
- Accounts Receivable and Valuable papers & records
- Fire Extinguisher Recharge Expenses due to covered losses.
- Extra Expenses to avoid and minimize business interruption.
- Commandeered Personal Property of others; includes owner's loss of use expenses.

Inland Marine/Fire Equipment

Fire Department Vehicles covered at replacement cost allowing you to replace with a comparable new truck manufactured to current required specifications.

Damage to your Fireman's Personal Property during the course of responding to or returning from a department emergency call:

- \$2,500 per Fireman/ \$5,000 per any one incident
- Damage reimbursement up to \$1,000 to a Fireman's personal auto

Scheduled Portable Equipment Coverage - \$10,000 to re-certify your damaged equipment if required by a governmental agency-no deductible applies.

Commandeered Property- \$25,000 to repair or replace mobile property of others damaged from a covered loss. No deductible applies.

****Please note:** This proposal does not expand coverage beyond what is provided in the policy. For complete policy information, please contact NYMIR.*



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In the event of differences, the policy will prevail.*

Fire Department



Auto Coverage

NYMIR Insured Vehicles -Automatic \$3,000 Covered for additional Equipment Extension is included to provide up to \$3,000 per vehicle for equipment that is installed in and/or on the vehicle.

Sound Receiving Equipment -No exclusion for covered autos.

General Liability Coverages

- Limited Pollution- Included for training and intentional demolition burns for the purpose of limiting a fire.
- Discharge of Pollutants for purposes of controlling a fire
- Mutual Aid
- Emergency Medical Technicians Errors & Omissions Coverage

Public Officials – Errors & Omissions Coverage (when General Liability is with NYMIR)

- Automatically Included for Department and Boards
- Elected Officials
- Authorized Volunteers

**Please note: This proposal does not expand coverage beyond what is provided in the policy. For complete policy information, please contact NYMIR.*



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Named Insured

Policy Type	Named Insured
All Lines of Business	Town of Kent

This list includes all the named insureds we presently have on your policies. Should any revisions to this listing be required, please notify our office immediately.

Property

Coverage Detail

Description	Value
Cause of Loss:	Special Form
Blanket Limit Form:	\$18,780,770
Boiler & Machinery:	\$18,780,770
Deductible:	\$1,000 Per Occurrence
Valuation:	Replacement Cost
Co-Insurance:	90% of Agreed Amount
Loss of Income	Actual Loss You Sustain
Extra Expense	\$250,000
Ordinance or Law	\$500,000
Valuable Papers	\$75,000
Accounts Receivable	\$75,000
Earthquake/Flood Coverage (over any available NFIP, if applicable) Coverage may not be equal to your Property Limits.	\$1,000,000 Occurrence \$1,000,000 Aggregate \$25,000 Deductible Coverage is primary for zones other than A, AE, D & V – Higher limits are available if needed

**Higher Limits of Liability may be available upon request.
Insured ultimately responsible for property values selected.**



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SCHEDULE

Blanket Property

Location	Building	Address	Building Value	Contents Value
001-001	Rec Building	770 Route 52, Kent Lakes, NY 10512	\$821,607	\$82,915
002-001	Town Garage	62 Ludington Court, Carmel, NY 10512	\$1,513,419	\$603,015
002-002	Salt Shed	62 Ludington Court, Carmel, NY 10512	\$264,816	
002-003	Office Trailer	62 Ludington Court, Carmel, NY 10512	\$18,206	\$2,602
003-001	Town Garage	21 Smokey Hollow Road, Carmel, NY 10512	\$511,053	\$203,518
003-002	Salt Shed	21 Smokey Hollow Road, Carmel, NY 10512	\$69,573	
004-001	Water Control Building	247 Lake Shore Drive, Carmel, NY 10512	\$34,167	\$8,541
005-001	Parks Department	466 Champlain Drive, Carmel, NY 10512	\$143,969	\$60,301
006-001	Pump House - Water District #1	45 Willway Road, Carmel, NY 10512	\$216,519	
007-001	Pumphouse - Water District #2	723 Leaside Drive, Carmel, NY 10512	\$114,307	
008-001	Dugouts	Edward Ryan Memorial Park, Lake Caramel, NY 10512	\$51,256	
008-002	Bathroom/Concession/Storage	Edward Ryan Memorial Park, Lake Caramel, NY 10512	\$474,874	\$52,764
008-003	Outdoor Lights	Edward Ryan Memorial Park, Lake Caramel, NY 10512	\$256,282	
009-001	Floats, Fences, Docks, Etc.	547 Champlain Drive, Lake Caramel, NY 10512	\$85,428	
010-001	Community Center	10 Heugenot Road, Carmel, NY 10512	\$858,035	\$75,376
011-001	Storage Building	640 Route 52, Kent Lakes, NY 10512	\$850,853	\$15,076
012-001	Historical Building	1370 Route 52, Kent, NY 10512	\$328,614	\$1,509
012-002	Storage Shed	1370 Route 52, Kent, NY 10512	\$30,152	\$1,509
013-001	Recycling Building	16 Ray Singer Ct., Kent, NY 10512	\$176,336	\$22,612
014-001	Pump House - Water District #1	89 Horsepound Road, Carmel, NY 10512	\$110,535	
015-001	Pump House - Water District #1	18 Marion Way, Carmel, NY 10512	\$156,698	
016-001	New Town Hall	25 Sybils' Crossing, Kent Lakes, NY 10512	\$3,872,889	\$1,123,113
016-002	Gazebo (On Town Hall Property)	25 Sybils' Crossing, Kent Lakes, NY 10512	\$11,237	
016-003	Town Hall Playground	25 Sybils' Crossing, Kent Lakes, NY 10512	\$214,509	
017-001	Police	40 Sybils' Crossing, Kent Lakes, NY 10512	\$2,829,827	\$881,909
018-001	Library	17 Sybils' Crossing, Kent Lakes, NY 10512	\$3,306,176	\$1,226
019-001	Water Supply	28 Sybils' Crossing, Kent Lakes, NY 10512	\$225,528	
020-001	Ryan's Field Pavilion	43 Park Road, Carmel, NY 10512	\$184,672	

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PROPERTY COVERAGE FEATURES

- **Earthquake & Excess Flood:** This coverage is automatically provided at \$1,000,000 with a \$25,000 deductible to protect municipal buildings and contents from these potentially catastrophic causes of loss. Flood Zones A & V are covered up to \$1,000,000 with a \$500,000 deductible. NYMIR will provide flood certification for each of your locations as they become available.
- **Pollution Clean-up:** in each policy period \$50,000 is available for expenses you incur for clean-up of "pollutants" for land, air or water from covered real property.
- **Asbestos Clean-up, Abatement & Removal:** \$50,000 if as a result of a specified cause of loss as notated in your policy.
- **Enhanced Muni Pac Coverage Extensions,** including the following:

Accounts Receivable	\$75,000*
Airborne/Waterborne Personal Property Coverage	Included
Broadened Water – Direct Damage	\$100,000 or Limit of Ins. Whichever is Less
Claim Data Expense	\$25,000
Commandeered Property	Actual Loss You Sustain
Communication Equipment, Computers and Media	\$75,000
Deductible	
Multiple Property Deductibles	Included
Disappearing Deductible	Included
Extra Expense	\$250,000
Fine Arts	\$25,000
Fire Department Service Charge	\$25,000
Fire Extinguisher Recharge Expense	\$5,000
Food Contamination Shutdown – Planned Events	\$10,000
Foundations Coverage	Included
Lock Replacement Coverage	\$1,000
Loss of Income	Actual Loss You Sustain
Loss of Income – Broadened Water	\$100,000
Loss Reduction Rewards	10% of loss or \$25,000
Money, Securities and Stamps	
Inside	\$10,000
Outside	\$10,000
Newly Acquired or Constructed Property	
Building	\$1,000,000
Business Personal Property	\$500,000
Non-Owned Detached Trailers	\$5,000
Ordinance or Law Coverage	
Loss to Undamaged Portion	Included
Demolition Cost	\$500,000*
Increased Cost of Construction	\$500,000*
Outdoor Fences	Actual Loss You Sustain
Outdoor Signs	Actual Loss You Sustain
Outdoor Trees, Shrubs and Plants	Actual Loss You Sustain, Subject to A Limitation of \$10,000 Per Tree, Shrub or Plant
Personal Effects and Personal Property of Others	\$10,000
Pollutant Cleanup and Removal	\$25,000
Pollutant Cleanup and Removal – Planned Events	\$10,000
Premises Extension Property	1,000 feet
Property Off Premises	Actual Loss You Sustain
Refrigerated Property	Actual Loss You Sustain
Roof Protection	\$1,000

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Specified Appurtenant Structures	
Public Use	\$100,000
Your Use	\$10,000
Contents	\$1,000
Transportation	Actual Loss You Sustain
Utility Services – Direct Damage	Actual Loss You Sustain
Utility Services – Planned Events	Actual Loss You Sustain
Valuable Papers and Records – Cost of Research	\$75,000*

* Increased limits available for these coverages.

Please note: This proposal does not expand coverage beyond what is provided in the policy. For complete policy information, please contact NYMIR.

Client ultimately chooses limits insured

Coinsurance Clause

A clause under which the insured shares in losses to the extent that the insured is underinsured at the time of loss. The insurer grants a reduced rate to the insured providing the amount of insurance carried is 80%, 90% or 100% to value. If, at the time of loss, the insurance carried is less than required, the insured will share in the loss.

Examples of 80% Coinsurance

Building Value	Insured Carried	Loss	Insurance Pays
\$100,000	\$100,000	\$60,000	\$60,000
\$100,000	\$80,000	\$60,000	\$60,000
\$100,000	\$70,000	\$60,000	\$52,500

*Amount Carried (\$70,000)

Amount Required (\$80,000) x Loss - Deductible=Recovery Amount



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Boiler & Machinery

Coverage Detail

Equipment Breakdown Limit:	\$18,780,770	
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Coverage Form	Deductible / Waiting Period
Equipment Breakdown	\$1,000
Loss of Income / Extra Expense	\$1,000
Spoilage	\$1,000
Service Interruption Waiting Period	24 Hours

Covered Locations:	Per Statement of Values	
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Other Coverage Limits	Description
\$5,000,000	Loss of Income / Extra Expense
Combined with LOI / EE Coverage Above	Service Interruption
\$10,000,000	Demolition
\$10,000,000	Ordinance or Law
\$2,500,000	Hazardous Substance
\$2,500,000	Data Restoration
Included	Expediting Expenses
\$2,500,000	Spoilage
Included	Error in Description
\$5,000,000	Newly Acquired Locations

**Higher Limits of Liability may be available upon request.
Insured ultimately responsible for limits selected.**

Covered Equipment

Comprehensive Form Covering:

Boilers, Pressure Vessels, Mechanical & Electrical Machines including Air Conditioning, Refrigeration Equipment, Electrical Apparatus & Electronic Computer or Electronic Data Processing Equipment including Production Machines



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General Liability

Coverage Type	Coverage Basis	Retro Date / Employee Benefits
Commercial General Liability	Occurrence	01/01/1950

Limits of Liability:

Coverage	Limit	Deductible Per Claim	Retro Date
Each Occurrence	\$1,000,000		
General Aggregate	\$2,000,000		
Products-Completed Operations Aggregate	\$1,000,000		
Personal & Advertising Injury Aggregate	\$1,000,000		
Damage to Premises Rented To You Limit - Any One Premises	\$50,000		
Medical Expense Any One Person	\$5,000		
Employee Benefits Liability – Claims Made	\$1,000,000	\$1,000	Full Prior Acts

Higher Limits of Liability may be available upon request.
 This policy is not subject to audit.
 Defense Costs are outside the limit of liability.

DOWNSTREAM DAM COVERAGE	
PER OCCURRENCE LIMIT	Not Quoted
GENERAL AGGREGATE LIMIT	Not Quoted
DOWNSTREAM DAM COVERAGE PREMIUM	Not Quoted



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General Liability Coverage Features

- **Failure to supply** – Municipalities that operate water facilities face additional exposure for accidental events resulting in the municipality's failure to supply these services. Coverage is provided for this liability at full policy limits.
- **Acts of Terrorism** – Automatic coverage for terrorism to full policy limits.
- **Sudden & Accidental Pollution Liability** – A third-party (liability) coverage is provided. The Sudden & Accidental Pollution Liability Endorsement protects the municipality against suits for bodily injury or property damage arising out of pollutants that have been released due to a sudden and accidental event. Examples are pesticides, herbicides, above ground storage tanks, water treatment and sewer plants. These coverages have separate limits of insurance of \$1,000,000 per occurrence.
- **Municipal Sponsored Recreation Programs** – NYMIR supplies coverage for litigation that may arise from the exposures during supervised recreational programs.
- **Allegations of Sexual Abuse & Molestation** – Full Policy limits are provided for protection against lawsuits alleging sexual abuse and molestation. This coverage applies to the named insured for allegations of negligent supervision, hiring and retention.
- **Court System Operations** – Court system operations and judges' actions in their capacity for your municipality are automatically covered. Malicious prosecution, false arrest, and other claims that emanate from court proceedings are automatically covered.

ALSO INCLUDED:

- Volunteers as Insureds
- Cemetery Professional Liability
- Pay on Behalf Form for Additional Insureds by Written Agreement
- Contractual Liability
- Host Liquor Liability
- Employed Engineers, Architects, Attorneys, Surveyors Liability
- Elected Coroner
- Worldwide Coverage Territory

ALSO AVAILABLE:

- Special Events*
- Watercraft Liability (up to 50 feet)
- EMT & Paramedic Liability
- Broad Additional Insured Coverage
- Employed Social Workers, DA, conflict defenders, foster care

*Available with underwriting approval

EXCLUDED:

Clean up costs for pollutants associated with spills or from underground storage tanks.

Please note: *This proposal does not expand coverage beyond what is provided in the policy. For complete policy information, please contact NYMIR.*



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Cyber Liability –Cowbell



CYBER INSURANCE QUOTE - PRIME 100

Name of Insured	Town of Kent	Agency Name	Apex Insurance Services
Revenue	\$19,500,000.00	Insured State	NY
# of Employees	110	Quote Number	QCB-100-NFMRRBKL
Year Established	1817	Expires On	2024-04-15 (12:01 AM) <small>Insured Local Time</small>

Thank you for trusting Cowbell for your cyber coverage. Below is the detail of your quoted cyber policy based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system. After quote expiration date, underwriters generally reserve the right to revise the offered quotes. All quotes are subject to signed Cowbell application and confirmation of loss history.

PROPOSED POLICY DETAILS

Aggregate Limit	\$1,000,000	Policy Period	04/08/2024 to 04/08/2025
Deductible	\$25,000	Estimated Annual Premium	\$4,417.00
Waiting Period	6 Hrs	Broker Fees	\$100.00
Retroactive Period	Full Prior Acts	Total Amount	\$4,517.00

COVERAGES

First Party Coverages

<input checked="" type="checkbox"/> Security Breach Expense	1M
<input checked="" type="checkbox"/> Restoration of Electronic Data	1M
<input checked="" type="checkbox"/> Public Relations Expense	1M
<input checked="" type="checkbox"/> Extortion Threats and Ransom Payments	1M
Submit: \$1M	
Extortion Threats Submit: Included in the Submit	
<input checked="" type="checkbox"/> Business Income, Contingent Business Income & Extra Expense	1M
Submit: \$1M	
<input checked="" type="checkbox"/> Computer & Funds Transfer Fraud	1M
<input checked="" type="checkbox"/> Social Engineering	1M
Limit: \$250K	
Deductible: \$50K	

Third Party Coverages

<input checked="" type="checkbox"/> PCI Fines & Penalties	1M
<input checked="" type="checkbox"/> Regulator Defense & Penalties	1M
<input checked="" type="checkbox"/> Security Breach Liability	1M

**Higher limits may be available upon request.
Defense Costs are inside the limit of liability.**

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Crime / Fidelity

Coverage Detail

Description of Coverage	Limits	Deductible Per Occurrence
Employee Dishonesty - Per Loss	\$500,000	\$5,000
Forgery or Alteration	\$500,000	\$5,000
Computer Fraud	\$500,000	\$5,000
Funds Transfer Fraud	\$500,000	\$5,000
Inside the Premises - Theft of Money & Securities	\$5,000	\$500
Inside the Premises - Robbery or Safe Burglary of Other Property	\$5,000	\$500
Money Orders & Counterfeit Money	\$50,000	\$5,000

FAITHFUL PERFORMANCE OF DUTY		
INSURING AGREEMENT	LIMIT OF INSURANCE PER OCCURRENCE	PREMIUM
EMPLOYEE THEFT – PER LOSS COVERAGE	\$500,000	INCLUDED

Higher Limits may be available upon request.
Insured ultimately responsible for limits selected.



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Business Auto

Coverages:

Coverage	Limit	Deductible Per Occurrence	Symbol
Combined single limit	\$1,000,000		1
PIP-Basic	\$50,000		5
PIP-Additional	\$100,000		5
Medical payments	\$10,000		2
Uninsured Motorist	\$50,000		6
Mutual Aid	\$1,000,000		
Hired & Non-Owned Auto Liability	\$1,000,000		
Comprehensive		Per Schedule	7
Collision		Per Schedule	7

**Higher Limits of Liability may be available upon request.
Defense Costs are outside the limit of liability.**

COMMERCIAL AUTO COVERAGE FEATURES

- Automatic \$3,000 Additional Equipment coverage for equipment installed on municipal vehicles.
- Deductible reimbursement up to \$1,000 for physical damage to any municipal employee's personally owned vehicle while using in the course of municipal duties and responsibilities.
- Replacement cost new valuation for police vehicles 10 years old or newer.
- NYMIR Insured Vehicles -Automatic \$3,000 Additional Equipment Extension is included to provide up to \$3,000 per vehicle for equipment that is installed in and/or on the vehicle.
- Sound Receiving Equipment -No exclusion for covered autos.



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

Covered Auto Symbols

Symbol	Description
1	Any Auto
2	Owned Autos only. Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned private passenger autos only. Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned autos other than private passenger autos only. Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned autos subject to no-fault. Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned autos subject to a compulsory uninsured motorist's law. Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described Autos. Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	Hired Autos Only. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	Non-owned Autos Only. Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.



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Vehicle Schedule

NYMIR SCHEDULE OF VEHICLES

Veh #	Class Code	Year	Make	Model	VIN	Uninsured Motorist	PIP Deductible	Med Pay	Towing	Cost New	Comp Ded	Coll Ded	Annual Premium (\$)
1	69499	1992	International	Dump	1HTSEPR6NH412109				No	\$20,000	FLTR	FLTR	
2	40453	2006	Mack	Garbage Truck	1M2K189C96M029866	\$50,000	Full	\$5,000	No	\$200,000	FLTR	FLTR	\$1,407
3	21499	1984	International	Rack	1HTLAHEKXFHA21893	\$50,000	Full	\$5,000	No				\$425
4	31479	2003	International	Dump	1HTWEADR03J058444	\$50,000	Full	\$5,000	No	\$200,000	FLTR	FLTR	\$492
5	31479	2003	International	Dump	1HTWEADR03J058443	\$50,000	Full	\$5,000	No	\$200,000	FLTR	FLTR	\$492
6	31479	2004	International	Dump	1HTWEADR44J086457	\$50,000	Full	\$5,000	No	\$200,000	FLTR	FLTR	\$492
7	31479	2004	International	Dump	1HTWEADR44J086458	\$50,000	Full	\$5,000	No	\$200,000	FLTR	FLTR	\$492
8	31479	2005	International	Dump	1HTWVAHT65J036688	\$50,000	Full	\$5,000	No	\$200,000	FLTR	FLTR	\$492
9	7996	1987	International	Tractor	1HSLCHYL2HH499857	\$50,000	Full	\$5,000	No				\$128
10	7996	1991	Caterpillar		87V5854	\$50,000	Full	\$5,000	No				\$128
11	7996	1990	Caterpillar		33204597	\$50,000	Full	\$5,000	No	\$68,000	FLTR	FLTR	\$128
12	01499	1986	International	Truck/fracto	1HSLCHYL3GHA24736	\$50,000	Full	\$5,000	No	\$31,570	\$500	\$500	\$738
13	7996	1997	Tractor	Trailer	4AJFS1016VJ019079	\$50,000	Full	\$5,000	No				\$128
14	01499	2008	Chevrolet	Uplander	1GN0V23W380139422	\$50,000	Full	\$5,000	No	\$23,812	\$500	\$500	\$631
15	01499	2008	Chevrolet	Silverado Pickup	1GCJK33K78F183810	\$50,000	Full	\$5,000	No	\$35,300	\$500	\$500	\$738
16	01499	2008	Chevrolet	3500	1GBJK34K48E199410	\$50,000	Full	\$5,000	No	\$35,172	\$500	\$500	\$738
17	01499	1985	Chevrolet	Truck	1GBJK34MXPV103990	\$50,000	Full	\$5,000	No	\$7,500	\$500	\$500	\$481
18	31479	2009	International	Truck	1HTWGAAR09J073347	\$50,000	Full	\$5,000	No	\$151,721	FLTR	FLTR	\$492
19	40453	2011	Mack	Garbage Truck	1M2AV02CXBM007803	\$50,000	Full	\$5,000	No	\$187,225	FLTR	FLTR	\$1,407
20	01479	2010	Chevrolet	Dump	1GB6K2BK7AF134627	\$50,000	Full	\$5,000	No	\$36,635	\$500	\$500	\$738
21	01499	2011	Chevrolet	Tahoe	1GN8K2E00BR266924	\$50,000	Full	\$5,000	No	\$33,975	\$500	\$500	\$738
22	01499	2011	Dodge	RAM	3D7JV1EP3B607144	\$50,000	Full	\$5,000	No	\$21,116	\$500	\$500	\$631
23	7996	2009	Elgin	Sweeper	JNAPC81L19AD75082	\$50,000	Full	\$5,000	No	\$229,785	FLTR	FLTR	\$128
24	7911	2012	Dodge	Charger	2C3CDXAGXCH267964	\$50,000	Full	\$5,000	No	\$29,095	\$500	\$500	\$1,198
25	7911	2013	Ford	Explorer	1FMSK8AR3DGC26215	\$50,000	Full	\$5,000	No	\$35,000	\$500	\$500	\$1,198
26	7911	2013	Chevrolet	Tahoe	1GN8K2E07DR284422	\$50,000	Full	\$5,000	No	\$34,517	\$500	\$500	\$1,198
27	7911	2014	Ford	Interceptor	1FAHP2MKXG0100861	\$50,000	Full	\$5,000	No	\$28,186	\$500	\$500	\$1,198
28	21499	2013	Chevrolet	Silverado	1GB3K2C83DF158109	\$50,000	Full	\$5,000	No	\$56,019	\$500	\$500	\$870
29	7398	2014	Ford	Focus	1FADP3F21EL112938	\$50,000	Full	\$5,000	No	\$17,835	\$500	\$500	\$900
30	68499	2013	Cross Country	Trailer	431FS1210D1000575		Full	\$5,000	No	\$5,000	\$500	\$500	\$102
31	31479	2014	Mack	Dump	1M2AK02C9EM002042	\$50,000	Full	\$5,000	No	\$229,579	FLTR	FLTR	\$492
32	21499	2014	Chevrolet	Silverado	1GB3K2C08EF142507	\$50,000	Full	\$5,000	No	\$45,625	\$500	\$500	\$870

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Vehicle Schedule (Cont'd)

NYMIR SCHEDULE OF VEHICLES

Veh #	Class Code	Year	Make	Model	VIN	Uninsured Motorist	PIP Deductible	Med Pay	Towing	Cost New	Comp Ded	Coll Ded	Annual Premium (\$)
33	7911	2014	Ford	Interceptor	1FM5K8AR0EGB91246	\$50,000	Full	\$5,000	No	\$34,688	\$500	\$500	\$1,198
34	7398	2014	Ford	Taurus	1FAHP2MK4EG149067	\$50,000	Full	\$5,000	No	\$33,777	\$500	\$500	\$1,198
35	69499	2014	Sure-Trac	Trailer	5JW1U121XE1098146				No	\$1,286	\$500	\$500	\$12
36	69499	1989	EA/BE Flat	Trailer	112TAF140XL031736				No	\$900	\$500	\$500	\$12
37	7911	2014	Ford	Taurus	1FAHP2MK1EG182978	\$50,000	Full	\$5,000	No	\$34,796	\$500	\$500	\$1,198
39	21479	2016	Internationa 1	Dump/Plow Truck	1HTKPSKH0XGH088464	\$50,000	Full	\$5,000	No	\$124,852	FLTR	FLTR	\$390
40	40453	2016	Mack	Garbage Truck	1M2AX33C3GM010639	\$50,000	Full	\$5,000	No	\$163,047	FLTR	FLTR	\$1,407
41	01499	2015	Dodge	RAM	3C7WRNAL9FG684270	\$50,000	Full	\$5,000	No	\$72,697	\$500	\$500	\$1,115
42	01499	2015	Dodge	RAM	3C7WRNAL0FG684271	\$50,000	Full	\$5,000	No	\$72,697	\$500	\$500	\$1,115
43	7911	2016	Ford	Explorer	1FM5K8ARXGGG13009	\$50,000	Full	\$5,000	No	\$41,759	\$500	\$500	\$1,437
44	7996	1999	Kubota	Tractor	16149	\$50,000	Full	\$5,000	No	\$13,900	FLTR	FLTR	\$128
45	31479	2016	Dodge	Ram Dump	3C7WRNAL0GG156330	\$50,000	Full	\$5,000	No	\$72,523	FLTR	FLTR	\$492
46	31479	2016	Dodge	Ram Dump	3C7WRNAL4GG156329	\$50,000	Full	\$5,000	No	\$72,523	FLTR	FLTR	\$492
47	31479	2014	Dodge	Ram Dump	3C7WRNAL9EG286408	\$50,000	Full	\$5,000	No	\$60,000	FLTR	FLTR	\$492
48	7996	2016	CAT	Backhoe	CAT0430FJHW200887	\$50,000	Full	\$5,000	No	\$133,000	FLTR	FLTR	\$128
49	7398	2011	Ford	Crown Victoria	2FABP7BV9BX114451	\$50,000	Full	\$5,000	No	\$25,981	\$500	\$500	\$1,198
50	01499	2004	Chevrolet	Suburban	3GNKG26U84G308308	\$50,000	Full	\$5,000	No	\$40,000	\$500	\$500	\$738
51	7911	2016	Ford	Explorer	1FM5K8AR6GGG65964	\$50,000	Full	\$5,000	No	\$37,800	\$500	\$500	\$1,198
52	01499	2016	Ram	Pickup	3C63R2GT2GG18584	\$50,000	Full	\$5,000	No	\$28,349	\$500	\$500	\$738
53	01499	2016	Ram	Pickup	3C63R2GT0GG318583	\$50,000	Full	\$5,000	No	\$28,349	\$500	\$500	\$738
54	01499	2016	Ram	Pickup w/Plow	3C63R3AT7GG318742	\$50,000	Full	\$5,000	No	\$33,545	\$500	\$500	\$738
55	7911	2016	Ford	Taurus	1FAHP2MKXGG116867	\$50,000	Full	\$5,000	No	\$35,068	\$500	\$500	\$1,198
56	40453	2017	Mack	Garbage Truck	1M2AX33CYRMD1T136	\$50,000	Full	\$5,000	No	\$169,159	FLTR	FLTR	\$1,407
57	21499	2017	Chevrolet	Silverado	1GC4KYCG9HFL27812	\$50,000	Full	\$5,000	No	\$41,214	\$500	\$500	\$870
58	21499	2017	Ram	Pickup	3C63R3AT6HG597313	\$50,000	Full	\$5,000	No	\$34,985	\$500	\$500	\$705
59	01499	2017	Ram	Pickup	3C63R5AT4HG598309	\$50,000	Full	\$5,000	No	\$35,331	\$500	\$500	\$738
60	68499	2016	Integrity	Trailer	55NBE1421G1002608				No	\$5,500	\$500	\$500	\$102
61	7398	2011	Ford	Crown Vic.	2FABP7BV3BX101159	\$50,000	Full	\$5,000	No	\$25,981	\$500	\$500	\$1,198
62	21479	2017	Ram	5500 Dump	3C7WRNAL7HG604130	\$50,000	Full	\$5,000	No	\$74,166	FLTR	FLTR	\$390
63	7911	2017	Ford	Explorer	1FM5K8AR5HGA89669	\$50,000	Full	\$5,000	No	\$37,834	\$500	\$500	\$1,198
64	40499	2008	Freightliner	Truck/Tractor	1FUALTCG09P273218	\$50,000	Full	\$5,000	No	\$166,233	\$500	\$500	\$2,085
65	68499	2005	East	Trailer	1E1D2N3885RE37327				No	\$30,000	\$500	\$500	\$283
66	21499	2017	Ram	Pickup w/Plow	3C7WR3AT2HG597320	\$50,000	Full	\$5,000	No	\$49,683	\$500	\$500	\$870
67	40499	2002	Freightliner	Truck/Tractor	1FVXAU0033PK51081	\$50,000	Full	\$5,000	No	\$70,832	\$500	\$500	\$1,994
68	31479	2018	Mack	Dump w/Sander	1M2AX02C6JM002946	\$50,000	Full	\$5,000	No	\$263,469	FLTR	FLTR	\$492
69	01479	2018	Chevrolet	Dump	1GB3KYCG0JF160672	\$50,000	Full	\$5,000	No	\$46,537	\$500	\$500	\$967
70	7911	2018	Ford	Explorer	1FM5K8AR6JGA05350	\$50,000	Full	\$5,000	No	\$40,000	\$500	\$500	\$1,198

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Vehicle Schedule (Cont'd)

NYMIR SCHEDULE OF VEHICLES

Veh #	Class Code	Year	Make	Model	VIN	Uninsured Motorist	PIP Deductible	Med Pay	Tow-ing	Cost New	Comp Ded	Coll Ded	Annual Premium (\$)
102	7996	2022	Caterpillar	304-07A	AN400128	\$50,000	Full	\$5,000	No	\$67,725	FLTR	FLTR	\$128
103	21499	2022	Ram	Pickup Truck	3C63R3AJ4NG218237	\$50,000	Full	\$5,000	No	\$58,243	\$500	\$500	\$1,109
104	7911	2022	Ford	Interceptor	1FMSK8ABXNGB45751	\$50,000	Full	\$5,000	No	\$48,354	\$500	\$500	\$1,939
105	7996	2022	Caterpillar	Wheel Loader	WSL02370	\$50,000	Full	\$5,000	No	\$177,950	FLTR	FLTR	\$128
106	7911	2014	Dodge	Ram	1C6RR7HF9ES209809	\$50,000	Full	\$5,000	No	\$41,200	\$500	\$500	\$1,437
107	7911	2021	Dodge	Durango	1C4SDJFT1MC847389	\$50,000	Full	\$5,000	No	\$56,767	\$500	\$500	\$1,727
108	7911	2021	Dodge	Durango	1C4SDJFT6MC847338	\$50,000	Full	\$5,000	No	\$62,738	\$500	\$500	\$1,727
109	21453	2024	Freightliner	Garbage Truck	3AL4G3FM1RDVA3034	\$50,000	Full	\$5,000	No	\$248,924	FLTR	FLTR	\$601
110	7911	2022	Dodge	Durango	1C4SDJFT6PC673694	\$50,000	Full	\$5,000	No	\$61,327	\$500	\$500	\$1,939
111	7911	2022	Dodge	Durango	1C4SDJFT7PC674837	\$50,000	Full	\$5,000	No	\$61,327	\$500	\$500	\$1,939
112	69499	2024	Cam	Trailer	5JWCP18248P536830				No	\$9,895	\$500	\$500	\$67

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Inland Marine

Coverages:

SCHEDULED PROPERTY	LIMITS OF INSURANCE	DEDUCTIBLE
Auto Physical Damage	\$4,691,370	\$500
Contractor's Equipment	\$1,661,880	\$250
Miscellaneous Equipment	\$315,000	\$250
Other	\$50,000	\$1,000
Police Equipment	\$34,000	\$500
Small Tools	\$50,000	\$250
Unscheduled Leased/Rented Equipment	\$270,000	\$250

NYMIR SCHEDULE OF INLAND MARINE

Category	Item	Coverage Limit	Deductible
Auto Physical Damage	Per Schedule On File	\$4,691,370	\$500
Contractor's Equipment	Per Schedule On File	\$1,661,880	\$250
Miscellaneous Equipment	Generator (311 Garage) DSFAE-10244803	\$40,000	\$250
Miscellaneous Equipment	Generator (Library) DSHAB-1119031	\$80,000	\$250
Miscellaneous Equipment	Generator (Police Dept) 3552120100	\$40,000	\$250
Miscellaneous Equipment	Generator (301 Garage) 48RCLB	\$40,000	\$250
Miscellaneous Equipment	Generator (Town Hall) DSHAB-9473803	\$40,000	\$250
Miscellaneous Equipment	Per Schedule on File with Company	\$25,000	\$250
Miscellaneous Equipment	Camera Equipment - around Town	\$50,000	\$250
Other	Misc. Equipment - max \$5,000 per item	\$50,000	\$1,000
Police Equipment	Per Schedule on File with Company	\$34,000	\$500
Small Tools	Per Schedule on File with Company	\$50,000	\$250
Unscheduled Leased/Rented Equipment	Leased 2019 Cat Roller 0751	\$145,000	\$250
Unscheduled Leased/Rented Equipment	Per Schedule on File	\$125,000	\$250

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INLAND MARINE FEATURES

- **Rental Expense Reimbursement** up to \$500 per day for rental of substitute equipment when a covered cause of loss occurs to covered property.
- \$100,000 available to cover your legal or contractual liability for loss or damage to equipment that you **lease, rent or borrow from others.**
- **Agreed Value** is applicable to vehicles scheduled for auto physical damage and contractors equipment on the Inland Marine policy. An annual updated schedule of values is required.
- Expenses exceeding 75% of the agreed value of a vehicle or equipment will be considered a total loss.
- \$1,000,000 coverage for all individually scheduled equipment for damage caused by **earthquake or flood.**

**Please note: This proposal does not expand coverage beyond what is provided in the policy. For complete policy information, please contact NYMIR.*



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Public Officials Liability – Claims Made

Coverage Detail

Limits	Description
\$2,000,000	Annual Aggregate Limit
\$1,000,000	Per Claim Limit
\$1,000,000	Land Use Liability Per Claim Limit
\$1,000,000	Land Use Liability Annual Aggregate
Included	Employment Related Practices
\$5,000	Deductible Per Claim
Full Prior Acts	Retroactive Date

**Higher Limits of Liability may be available upon request.
Defense costs are outside the limit of liability.**

EXTENDED EMPLOYMENT PRACTICES LIABILITY	
BACK WAGES PER CLAIM LIMIT	\$250,000
BACK WAGES ANNUAL AGGREGATE LIMIT	\$500,000
BACK WAGES DEDUCTIBLE	\$5,000
EEOC PER CLAIM LIMIT	\$50,000
EEOC ANNUAL AGGREGATE LIMIT	\$100,000
FLSA PER CLAIM LIMIT	\$50,000
FLSA ANNUAL AGGREGATE LIMIT	\$100,000
EXTENDED EMPLOYMENT PRACTICES LIABILITY PREMIUM:	INCLUDED



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PUBLIC OFFICIALS' LIABILITY COVERAGE FEATURES

This errors and omissions liability policy provides several significant extensions of coverage that are unique to municipalities. The following coverages are included:

- Employment Practices Liability
- Allegations of Civil Rights and/or Discrimination-
- Public Water Utility
- Day Care, Day Camp, Nursery or similar facility
- Land Use
- Back Pay
- Equal Employment Opportunity Commission Claims Coverage (EEOC)
- Fair Labor Standards Act Claims Coverage (FLSA)

In addition, NYMIR's policy provides the following conditions:

- **The Policy Deductible** applies ONLY when an indemnity payment is made. With approximately 80% of all claims providing only defense costs, this could result in a significant savings in the event of a covered loss.
- **Consent to Settle Coverage-** requires approval from the municipality before a claim can be settled. You will be informed on how a case is developing and will have the right to review a proposed settlement before it is finalized.
- **Defense Costs are Payable in Addition to Limits-** expenses that NYMIR incurs in order to defend you will not reduce your policy limits. Your full limits will be available to settle possible indemnity payments.
- **Worldwide Coverage**

Please note: This proposal does not expand coverage beyond what is provided in the policy. For complete policy information, please contact NYMIR.



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Understanding Claims-Made Policy

The claims-made policy provides coverage that is triggered when a claim is made against the insured during the policy period, providing the claim occurred after the retroactive date.

Current Policy Year:

The policy year begins on the effective date shown on the policy and expires on the expiration date also shown on the policy.

Prior Acts or Retroactive Date: Full Prior Acts

This date is shown on the policy. This provision eliminates coverage for claims that took place prior to the specified retroactive date, even if the claim is first made during the policy period.

Supplemental Extended Reporting Period (Tail Coverage):

This is a provision found within the claims-made policy that extends the length of the reporting period allowing the insured to report claims that are made against the insured after the policy has expired or been canceled, provided the claim took place during the expired/canceled policy. The ERP/Tail Coverage requires an additional premium and must be requested within the time frame as outlined in the policy.

Employee Benefits – Claims Made - Retroactive Date: Full Prior Acts

Extended Reporting Period & Cost

- Extended Reporting Period of Five (5) years is available by endorsement for an extra charge which will be determined by the carrier in accordance with their rules and rates. The additional premium will not exceed 100% of the annual premium for this coverage.

Public Officials – Claims Made – Retroactive Date: Full Prior Acts

Extended Reporting Period & Cost

- For a One (1) Year Supplemental Extended Reporting Period, the additional premium will be 75% of the annual premium of this policy.
- For a Two (2) Year Supplemental Extended Reporting Period, the additional premium will be 125% of the annual premium of this policy.



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Law Enforcement Liability

Limits	Description
\$2,000,000	Annual Aggregate
\$1,000,000	Each Person Limit
\$1,000,000	Each Occurrence
\$5,000	Deductible Per Occurrence

**Higher Limits of Liability may be available upon request.
Defense Costs are outside the limit of liability.**

LAW ENFORCEMENT LIABILITY COVERAGE FEATURES

Full Policy limits are available for the following exposures:

- Allegations of false arrest, excessive force, malicious prosecution and unlawful search and seizure
- Violations of civil rights
- Building related illnesses
- Claims of abuse and molestation
- Supervisory exposures in directing auto pursuits
- Department approved, 'off duty' moonlighting

In addition, NYMIR's policies offer the following conditions:

- Consent to settle coverage is provided to protect police professionals against the volatile exposures they face daily
- Defense Expenses in Addition to Limit
- Worldwide Coverage

Please note: This proposal does not expand coverage beyond what is provided in the policy. For complete policy information, please contact NYMIR.



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Excess Liability

Coverage/Limits:

Limits	Description
\$10,000,000	Each Occurrence
\$20,000,000	Policy General Aggregate Limit
\$10,000,000	Personal and Advertising Injury Aggregate Limit
\$10,000,000	Products/Completed Operations Aggregate Limit
\$10,000,000	Law Enforcement Liability Aggregate Limit
\$10,000,000	Public Officials Aggregate Limit
None	Retained Limit

Underlying Coverages

Policy Type	Carrier / Policy #	Policy Period	Limits
Automobile Liability Bodily Injury / Property Damage Liability - CSL	NYMIR MCATKEN001	04/08/24 - 04/08/25	\$1,000,000
General Liability Each Occurrence General Aggregate Products & Comp Ops Products & Comp Ops Agg Personal & Adv Injury	NYMIR MPLTTKEN001	04/08/24 - 04/08/25	\$1,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$1,000,000
Public Officials Any One Claim Annual Aggregate Land Use Liability Coverage Annual Aggregate Limit	NYMIR MPOTKEN001	04/08/24 - 04/08/25	\$1,000,000 \$2,000,000 \$1,000,000 \$1,000,000
Law Limit Each Person Each Occurrence Limit Annual Aggregate Limit	NYMIR MLETKEN001	04/08/24 - 04/08/25	\$1,000,000 \$1,000,000 \$2,000,000

**Higher Limits of Liability may be available upon request.
Insured ultimately responsible for limits selected.
Defense costs are outside the limit of liability.**



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EXCESS LIABILITY FEATURES

NYMIR's Excess Policy provides additional limits over the policies detailed above in the Schedule of Underlying Policies. It offers true follow form coverage, providing excess protection for your municipality's volatile exposures.

The following exposures are not excluded (provided coverage exists on the underlying policy):

- Employment Benefits Liability
- Sexual Abuse & Molestation
- Special Events Coverage
- Failure to Supply
- Land Use Liability



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Premium Summary

Line of Business	Insurance Company	Expiring Premium	Renewal Premium
Property	NYMIR	\$24,072.40	\$28,365.00
General Liability	NYMIR	\$79,030.60	\$86,314.00
Crime	NYMIR	\$1,433.30	\$1,433.00
Equipment Breakdown	NYMIR	\$3,649.80	\$4,303.00
Inland Marine	NYMIR	\$25,944.10	\$25,787.00
Public Officials	NYMIR	\$32,120.00	\$32,004.00
Law Enforcement	NYMIR	\$52,052.00	\$52,553.00
OCP	NYMIR	\$275.00	\$275.00
Automobile	NYMIR	\$87,638.00	\$86,592.00
Excess Liability	NYMIR	\$32,622.70	\$34,448.00
Cyber Liability	Cowbell	\$4,196.00	\$4,417.00
Cyber Liability Policy Fee	Cowbell	\$100.00	\$100.00
NY Fire Fee		\$120.61	\$115.03
Motor Vehicle Enforcement Fee		\$790.00	\$790.00
TOTAL PREMIUMS		\$344,044.51	\$357,496.03

***Exposure Changes included in renewal pricing:**

- Total Property limits increased by 9%
- Total equipment values increased by 4%
- # vehicles increased by 4%
- Auto claims experience increased by 90%



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Notes/Recommendations

- Flood Coverage: Locations in zone A or V are covered in excess of the National Flood Insurance plan only. Primary flood coverage must be obtained from the NFIP. Please advise our office of any change in flood zones as the flood zone in force at the time of a loss will apply.
- A quote for environmental/pollution liability is available upon request. Policy includes gradual and accidental spills the tank system, spills occurring during a routine filling of the tank, etc. Brown & Brown of N Y, Inc. recommends this coverage if the Town has any underground tanks.
- Cyber Liability:
 - NYMIR: in order to offer a quote, they need Multi-Factor Authentication implemented and email security in place. They require encryption, complex passwords, and patched software.

Loss Control Services

- 02/23/24 Assisted Insured with Fire Escape Plans
- 12/14/23 Battery Disconnect Attestation
- NYMIR Risk Inspection done August 2023
- NYMIR Recs Completed 10/31/2023.
- SCM's 4/25/23, 10/31/23, 3/6/24
- 3/6/24 Provided sample discrimination policy that requires an update.



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Stewardship Report

Town of Kent

Joined 4/8/1998

Services Provided at no cost to you as a NYMIR Member

CBIZ Appraisal

# of Buildings Appraised	# of Flood Certs	Total
20	22	\$4,440.00

Seminars/Webinars Attended

Course Category	Number of Attendees	Value of Training
Employment Liability	4	\$600.00
Law Enforcement	6	\$900.00
On Line University	1	\$85.00
Driver Safety	15	\$1,275.00
Total		\$2,860.00

Loss Control Visits

Type of Visit	Number of Visits	Total Value
Loss Control Survey - Routine	4	\$1,000.00
Loss Control Survey - Special	1	\$100.00
Consulting Visit	1	\$100.00
Seminar/Training	2	\$200.00
Safety/Security Committees	7	\$700.00
Total		\$2,100.00

On Line University

Course Category	Number of Courses Taken	Value per Course
Employment Liability	68	\$3,400.00
Cyber Security	39	\$1,950.00
Law Enforcement	349	\$17,450.00
Health & Safety	89	\$4,450.00
Total		\$27,250.00

Operating Reserve Returned \$2,094.00

Capitalization/Interest Returned \$40,699.00

Total Membership Benefits \$79,443.00



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

A. M. Best Rating of Proposed Carriers

Line of Business	Insurance Company	Rating	Admitted / Non-Admitted
All lines of business	New York Municipal Insurance Reciprocal	A- VII	Admitted
Cyber Liability	Spinnaker (Cowbell)	A-VIII	Admitted

General Rating:

Rating Categories	Rating Symbols
Superior	A+ to A++
Excellent	A to A-
Good	B+ to B++
Fair	B to B-
Marginal	C+ to C++
Weak	C to C-
Poor	D

These rating classifications reflect AM BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

Financial Size Category:


Class	Range (\$ in Thousands)
Class I	Up-\$1,000
Class II	\$1,000-\$2,000
Class III	\$2,000-\$5,000
Class IV	\$5,000-\$10,000
Class V	\$10,000-\$25,000
Class VI	\$25,000-\$50,000
Class VII	\$50,000-\$100,000
Class VIII	\$100,000-\$250,000
Class IX	\$250,000-\$500,000
Class X	\$500,000-\$750,000
Class XI	\$750,000-\$1,000,000
Class XII	\$1,000,000-\$1,250,000
Class XIII	\$1,250,000-\$1,500,000
Class XIV	\$1,500,000-\$2,000,000
Class XV	\$2,000,000-Greater

The Financial Size Category is an indication of the size of an Insurer and is based on reported policyholder's surplus conditional or technical reserve funds, such as mandatory securities valuation reserve, or other investments and operating contingency funds and/or miscellaneous voluntary reserves in liabilities (\$ in Thousands)

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown, Inc. Brown & Brown, Inc. does not guarantee financial condition of the insurers listed above.



This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

 Brown & Brown



April 4, 2024

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

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

Dear Supervisor McGlasson:

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

Scope of Services

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

Task 1 – Kickoff Meeting

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

Task 2 – Preliminary Engineering Report

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



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

Task 3 – IUP Project Listing

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

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

Task 4 – WIIA Grant Applications

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

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

Assumptions

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

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

Fee for Services

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

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

Jaime McGlasson, Supervisor
Town of Kent
April 4, 2024
Page 3




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

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

Sincerely,

BARTON & LOGUIDICE, D.P.C.


Donald H. Fletcher
Principal

JAB/GAF

Attachments NYSEFC Program Requirement Packet
Standard Terms & Conditions

Authorization

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

Jaime McGlasson, Town Supervisor
Town of Kent

Date

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

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

1.0 Basic Agreement

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

2.0 General Considerations

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

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

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

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

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

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

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

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

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

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

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

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

3.0 Payment for Services

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

4.0 Additional Services

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

5.0 Dispute Resolution

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

6.0 Accrual of Claims

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

7.0 Controlling Law

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

8.0 Successors, Assigns, and Beneficiaries

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

9.0 Termination

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

10.0 Total Agreement/Severability

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



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Terms and Conditions

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

Identify Contract Type prior to Advertisement for Bid:

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

Effective October 1, 2023

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

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INTRODUCTION

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

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

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

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

Contract means an agreement between a Recipient and a Contractor.

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

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

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

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

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

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

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

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

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

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

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

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

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

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

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

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

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

I. General Provisions

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

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

II. Equal Employment Opportunities (EEO)

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

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

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

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

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

B. MWBE Utilization Plan

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

C. Request for Waiver

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

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

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

E. Liquidated Damages - MWBE Participation

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

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

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

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

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

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

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

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

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

The Contractor hereby represents and warrants that:

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

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

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

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

For Contracts in Excess of \$2,000:

1. Minimum Wages

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees.

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

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

- (ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.
7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

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

For Contracts in Excess of \$100,000:

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

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

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

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

SECTION 7 RESTRICTIONS ON LOBBYING

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

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

SECTION 8 CONSTRUCTION SIGNS

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

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

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan



Environmental Facilities Corporation

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

Instructions for Contractors & Service Providers:

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

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

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

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

Instructions for Minority Business Officers (MBO):

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

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

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

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

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

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

SECTION 3: MWBE SUBCONTRACTOR INFORMATION

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

NYS Certified M/WBE Subcontractor Info

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

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

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

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

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

SECTION 3: MWBE SUBCONTRACTOR INFORMATION continued

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

SIGNATURE

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

Attachment 2 – AIS Contractor’s Certification



Environmental Facilities Corporation

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

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

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

Signature:

Name (print):

Title:

Date:

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation

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

SRF Project No.:

Recipient:

Project Description:

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

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

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

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:

March 20, 2024

Richard T. Othmer Jr., Kent Highway Superintendent
Kent Highway Department
62 Ludington Court
Kent Lakes, NY 10512

Dear Rich,

Please accept this as my formal notice of my resignation from the position of Motor Equipment Operator with the Town of Kent Highway Department. My last day at work will be April 11th, 2024.

After careful consideration, I have made the decision to move from the area.

Working for the Town of Kent Highway Department has been an excellent experience and has afforded me many opportunities to learn and grow.

I am very grateful to have been part of the Crew.

Sincerely,

A handwritten signature in black ink, reading "Dorian W. McMath". The signature is written in a cursive style with a large initial "D" and "M".

Dorian W. McMath
1050 North Horsepound Road
Carmel, NY 10512