

## AGREEMENT

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between:

**THE VILLAGE OF DRYDEN**, a municipal corporation, with offices at 16 South Street, P.O. Box 820, Dryden, New York, (hereinafter called "the Village"), and

**THE TOWN OF DRYDEN**, a municipal corporation, with offices at 93 East Main Street, Dryden, New York (hereinafter called "the Town").

**PURSUANT TO THE PROVISIONS OF ARTICLE 5-G OF THE GENERAL MUNICIPAL LAW, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The Town, through its Planning Department employees, shall within the municipal limits of the Village of Dryden, New York, perform the services of and serve as the Code Enforcement Officer and Zoning Officer of the Village.

2. Responsibilities as Code Enforcement Officer:

As the Code Enforcement Officer for the Village, the Town shall enforce the New York State Fire Prevention and Building Code as required by Part 444.3 of Title 19 NYCRR and the Laws of the Village of Dryden, including:

a. Conducting all required periodic fire inspections. The Town will make said inspections pursuant to the applicable provisions of the New York State Uniform Fire Prevention and Building Code Act, pursuant to said rules and regulations which have been promulgated by the Secretary of State for the State of New York pursuant to section 379 of the Executive law of this state, and including such elements of Article 18 of the Executive Law as may be amended from time to time. Places of public assembly shall be inspected once a year. Commercial or general occupancies shall be inspected every other year and multiple dwellings every third year. The Planning Department shall attest and verify that such inspections have been performed.

b. Reviewing construction plans submitted with building permit applications for compliance with the New York state Uniform Fire Prevention and Building Code and for the issuance of Building Permits.

c. Inspecting permitted construction projects as required by the New York State Uniform Fire Prevention and Building Code.

d. Issuing Certificates of Occupancy following a final inspection.

e. Performing chimney inspections as required by code or following a fire. In the case of a chimney fire, an inspection shall be performed within 6 hours after notification to the Inspector if it involves the only source of heat and within 48 hours after notification if otherwise.

f. Notifying of any condition found in, on, or about any building in violation of applicable local laws or the provisions of the NYS Uniform Fire Prevention and Building Code (including the Property Maintenance Code), including all provisions regarding handicapped accessibility (including all provisions of the Americans with Disabilities Act); setting a deadline for correction of the violation; and re-inspecting the building within five days after the deadline has been reached. A notice of violation will be issued if the matter has not been corrected.

g. Providing required documentation and testimony at administrative and judicial proceedings.

h. If requested by the Fire Department, and within 24 hours of such request, making an inspection of any structure damaged by fire to determine whether the structure may be occupied or the use continued.

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3. Responsibilities as Zoning Officer:

a. Reviewing zoning permit applications for conformance with zoning, sign and flood damage prevention regulations and issuing zoning permits or notifying the applicant if the application cannot be approved.

b. Reviews Site Plan, Subdivision and Variance applications for compliance with the local law and applicable New York State law, and provide recommendations to the Village Planning Board and to the Village Zoning Board of Appeals as required by law. It is understood that matters of an engineering nature are the responsibility of and are to be determined by the Village Engineer and are not covered by the terms of this Agreement. Matters involving legal advice are the responsibility of the Village Attorney and are not covered by the terms of this Agreement.

c. Providing required documentation and testimony at administrative and judicial proceedings.

4. Technical Assistance:

The Town shall provide technical assistance in connection with the issuance of orders to remedy any condition found to exist in, on, or about any building in violation of those provisions of the New York State Uniform Fire Prevention and Building Code (including the Property Maintenance Code) and the applicable local law and New York State law regulating land use. The responsibility of the Town is limited to working cooperatively with the Village Attorney to prosecute such violations. Such cooperation shall include the signing of accusatory instruments and the issuance of orders, but the responsibility for legal interpretations and prosecution shall reside with the Village Attorney.

5. Records:

The Town shall keep complete records of all applications and inspection activity until the project is closed. The Town shall furnish monthly statements of its activities. When the project is closed, paper records will be delivered and kept at the Village Hall.

6. Village Meetings

a. Planning Department staff will attend the Planning Board and Zoning Board of Appeals meetings as required by the Village. The Village will notify the Code Enforcement Officers and Planning Director a minimum of 3 days prior to the meeting if the Village requires staff at the meeting.

b. Planning Department staff will attend the Public Works and Planning Committee, Public Safety Committee, and Village Board of Trustees meetings if requested and personnel is available. The Village will notify the Planning Director and Town Supervisor a minimum of 3 days in advance to request Town participation at these meetings.

7. Payment for Services:

In consideration of the Code Enforcement Officer and Zoning Officer services to be provided by the Town hereunder, the Village agrees to pay monthly to the Town the sum of \$2,333.33 (\$28,000 for the year).

### **Optional Services**

*Available at the Request of the Village*

8. Professional Planning Services

The Planning Department will review project proposals under administrative or discretionary review. These services would be available for projects concerning land use policy and planning that are Village specific and including, but not be limited to the following: zoning changes and updates, neighborhood and specific area

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planning within the village as well as comprehensive planning, and other planning related projects like grant writing, or preparation of plans with the intention of applying for a grant. The Planning Department will review the proposals with regard to general planning principles, conformance with the Village Comprehensive Plan as well as any other plans and provide a report to the appropriate board or boards. The Planning Department may include a review of conformance with Town plans outside of this contract.

### 9. Mapping Services

The Village may request mapping services from the Town Planning Department for a fee as determined herein. These services would be available for projects concerning land use policy and planning that are Village specific and including, but not be limited to, the following: zoning changes and updates, neighborhood and specific area planning within the village as well as comprehensive planning, and other planning related projects like grant writing or preparation of plans with the intention of applying for a grant.

For existing maps that require prints and/or copies, up to five (5) 8x11 and five (5) 11x17 maps will be provided at no charge. Prints larger than 11x17 will be charged using the standard map fees as determined by the Town.

For Planning Services and new maps the Village shall pay \$54/hour. New maps include conducting a spatial analysis, creating or amending map layers to develop a specialized map, and visualization functions (i.e. CommunityViz). New maps are created for a specific project or purpose and do not currently exist in our database. The terms and costs of such services will be expressed in a workplan for each project to be prepared by the Director of Planning working with the Town Supervisor and Mayor and the Planning Board Chair or Zoning Board of Appeals Chair.

### 10. Additional Costs:

The Town shall bear no financial responsibility for the employment of any consultants or experts needed to assist in the review of any plans, projects, environmental reviews or site plan reviews. Incurring such expenses and the reimbursements thereof are matters reserved by the Village, including the authorized charge back of such expenses to the applicant.

### 11. Payment of Fees by Applicants:

All fees for permits, applications and certificates shall be payable to the Village by the applicants. Such fees shall be collected at the time the application is submitted and delivered by the Town to the Village when the permit has been issued.

### 12. Hold Harmless:

The Town shall, at all times, indemnify and save harmless the Village from all claims, damages, or judgments or for the defense of payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims by reason of any act or failure to properly act on the part of the Town.

### 13. Term:

This Agreement shall commence effective June 1<sup>st</sup>, 2018 and shall terminate on May 31<sup>st</sup>, 2019.

### 14. Miscellaneous:

(A) This Agreement (i) shall be governed by the laws of the State of New York, (ii) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, (iii) supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties hereto with respect to such subject matter, and (iv) may not be modified in any way unless by a written instrument executed by all parties.

(B) The waiver by any party hereto of a breach or violation of any term or provision of this Agreement shall

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not operate or be construed as a waiver of any subsequent breach or violation.

- (C) If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (D) The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.
- (E) Each party executing this Agreement represents and warrants that (i) he or she has the specific authority to bind the party on whose behalf he or she is signing this Agreement, (ii) the consent of any third parties is not required to perfect such authority, (iii) the party on whose behalf he or she is signing this Agreement has undertaken all actions required to enter into this Agreement, and (iv) his or her signature represents the binding obligation of such entity.

**VILLAGE OF DRYDEN**

Dated: \_\_\_\_\_

by \_\_\_\_\_  
Michael Murphy, Mayor

Attest: \_\_\_\_\_  
Debra Marrotte, Village Clerk

**TOWN OF DRYDEN**

Dated: \_\_\_\_\_

by \_\_\_\_\_  
Jason Leifer, Town Supervisor

Attest: \_\_\_\_\_  
Bambi Avery, Town Clerk