

AGREEMENT

THIS AGREEMENT made effective as of the 1st day of June 2024, 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:

The Town, through its Planning Department, will provide Certified Code Enforcement Officers to perform the services of and serve as the Village's Code Enforcement Officer and Zoning Officer within the municipal limits of the Village of Dryden, New York.

1. Responsibilities as Code Enforcement Officer:

The Code Enforcement Officer for the Village, shall administer and enforce the New York State Uniform Fire Prevention and Building Code (the Uniform Code), the State Energy Conservation Construction Code (the Energy Code) and the Zoning Laws in the Village of Dryden as required by Subchapter A of Chapter XXXIII of Title 19 NYCRR and the Laws of the Village of Dryden, including:

- a. to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates and Operating Permits, and the plans, specifications and construction documents submitted with such applications.
- b. upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates and Operating Permits, and to include in Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates and Operating Permits such terms and conditions as the Code Enforcement Officer may determine to be appropriate.
- c. to conduct construction inspections, inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates and Operating Permits, fire safety and property maintenance inspections, inspections incidental to the investigation of complaints, and all other inspections required or permitted under any provision of this local law.
- d. to issue Stop Work Orders.
- e. to review and investigate complaints.
- f. to issue orders of Violations.

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- g. in consultation with this Village's attorney, to pursue such enforcement and/or legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and the Village of Dryden Laws.

2. Responsibilities as Zoning Officer:

- a. to receive, review, and approve or disapprove applications for Zoning Permits for conformance with the Village Zoning Law.
- b. review of 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.
- c. to act as the Local Administrator for the Flood Damage Prevention Law.

3. Records/Forms:

- a. The Village Clerk's Office shall have copies of all forms and shall distribute and collect all forms.
- b. The Town shall keep a copy of issued permits for inspection purposes, but original paper records will be delivered and kept at the Village Hall.
- c. The Village will supply an updated copy of the Village Law to each Code Enforcement Officer when there has been an update.

4. Payment of Fees by Applicants:

- a. All fees shall be payable to the Village by the applicants. Such fees shall be collected at the time the application is submitted to the Village Clerk's Office. The Village Clerk's Office shall charge the fee and accept the application.

5. Reports:

- a. The Code Enforcement Officer will provide the Board of Trustees a monthly report of actions taken that will include public information printed from the property management software the Town maintains. Said report shall be provided the Thursday preceding the regular monthly Board of Trustees meeting.

6. Village Meetings

- a. Code Enforcement Officers will regularly attend the Public Works meetings, with a minimum of 3 (three) days advanced notice.

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- b. Code Enforcement Officers will attend the Board of Trustee meetings when requested to do so, with a minimum of 3 (three) days advanced notice.
- c. Code Enforcement Officers will attend the Planning Board and Zoning Board of Appeals meetings as required.
- d. Code Enforcement Officers will receive meeting agenda's, meeting minutes and notices of decisions for Board of Trustee Meetings, Zoning Board of Appeals Meetings and Planning Board Meetings.

7. Payment for Services:

- a. 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 \$3,416.67 (\$41,000 for the year), with at least a \$4,000 annual increase for the term 2025-2026. Upon approval of this Agreement by the Town and Village, Village shall in the next monthly payment make-up any deficiencies in prior months payments.
- b. The Town shall provide with the Village the proposed budget for the following contract term by February 1st prior to the end of the current term.

8. Optional Services

Available at the Request of the Village

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 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. The terms and costs of such services will be expressed in a work plan for each project to be prepared by the director of Planning working with the Town Supervisor and Mayor and the Planning Board Chair or Board of Appeals Chair. Planning services will be billed to the Village at \$70/hour.

9. 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

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reserved by the Village, including the authorized charge back of such expenses to the applicant.

10. Hold Harmless:

To the maximum extent allowed by law, the Village shall, at all times, defend, indemnify and save harmless the Town and its officers, agents, employees and contractors 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 or its officers, agents, employees and contractors, when acting within the scope of its or their duties under and pursuant to this Agreement, provided that in the case of a settlement the requirement to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by the Village of Dryden Board of Trustees.

- a. Upon entry of a final judgment against the Town or its officers, agents, employees and contractors as described above, or upon the settlement of the claim, the indemnified party shall serve a copy of such judgment or settlement, personally or by certified or registered mail within thirty days of the date of entry or settlement, upon the Village of Dryden Clerk; and if not inconsistent with the provisions of this section, the amount of such judgment or settlement shall be paid by the Village.
- b. This indemnification shall not arise where the claim, injury or damage resulted from intentional wrongdoing or recklessness on the part of the Town or its officers, agents, employees and contractors.
- c. The obligation to defend or indemnify and save harmless prescribed by this section shall be conditioned upon: (i) delivery by the indemnified party to the chief legal officer of the Village or to the Village Clerk of a written request to provide for their defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten days after they are served with such document, and (ii) the full cooperation of the indemnified party in the defense of such action or proceeding and in defense of any action or proceeding against the Village based upon the same act or omission, and in the prosecution of any appeal.
- d. Nothing in this subdivision shall authorize or require the Village to indemnify or save harmless Town or its officers, agents, employees and contractors with respect to punitive or exemplary damages, fines or penalties, or money recovered from them pursuant to [section fifty-one of the General Municipal Law](#); provided, however, that the Village shall indemnify and save harmless the Town and its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his public employment or duties under and pursuant to this Agreement, has, without willfulness or intent on his part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of this state or of the United States.

11. Term:

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- a. This Agreement shall commence effective June 1, 2024 and shall terminate on May 31, 2025.
- b. Either party may terminate this Agreement on ninety (90) days' written notice to the other Party's Clerk.

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

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.

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VILLAGE OF DRYDEN

Dated: _____

by _____
Michael Murphy, Village Mayor

Attest: _____
Rotha Marsh, Village Clerk/Treasurer

TOWN OF DRYDEN

Dated: _____

by _____
Jason Leifer, Town Supervisor

Attest: _____
Bambi Avery, Town Clerk