

**TOWN OF CHATHAM  
488 State Route 295, Chatham, NY 12037**

**Town Board Meeting Tentative Agenda  
Thursday, July 18, 2024 @ 6:30PM**

This Meeting is IN PERSON (Town Hall) For Board Members With the Exception of the Occurrence of Extraordinary Circumstances

IN PERSON and VIRTUAL for the Public

Google Meet: [meet.google.com/tqz-efzm-xbh](https://meet.google.com/tqz-efzm-xbh) Join By Phone: (US) +1 224-814-1308 PIN: 632 413 079#

➤ **RECORDING NOTICE**

➤ **CALL TO ORDER**

➤ **PLEDGE ALLEGIANCE TO THE FLAG**

- **Moment of Silence for Jim Baker**

➤ **OPEN PUBLIC HEARING: Proposed Solar Array Application During Solar Array Moratorium that Exceeds the threshold of the 25 KiloWatt Unified Solar Permit**

- **GUIDELINES FOR PROVIDING COMMENTS AT PUBLIC HEARINGS**

- The order of speakers will be chosen randomly, each speaker is allowed 3 minutes
- Speakers may not cede their speaking time to others
- Speakers are not to read from letters that they have already submitted and which are attached to the agenda

- **READING OF PUBLIC HEARING NOTICE:**

TOWN OF CHATHAM

Columbia County, New York

**NOTICE IS HEREBY GIVEN**, that a public hearing will be held by the Town Board of the Town of Chatham at the Town Hall 488 State Route 295, Chatham NY on July 18, 2024 at 6:35PM. The purpose of accepting public comment on the application for a roof mounted solar array during the solar array moratorium, that exceeds the threshold of the 25 kilowatt Unified Solar Permit that the Town currently adheres to. The Town Board has the Authority to oversee the hardship appeal and the area variance appeal that the applicant must proceed with during said moratorium.

Said application is available for inspection in the Town Clerk's office during regular business hours or by clicking on the link above.

By order of the Town Board

Dated: April 4, 2024, Beth Anne Rippel, Town Clerk

➤ **ANNOUNCEMENTS:**

1. Heartfelt Thanks to All Who Assisted in the Community Picnic
2. Crellin Park Day August 17, 2024, 2PM-8PM

➤ **CORRESPONDENCE:**

- |                            |  |
|----------------------------|--|
| 1. Resident/Goold Rd       | Re: Thank you to Hwy Crew for stellar work in removing a tree                                  |
| 2. Resident/Rock City Road | Re: Aggressive roadside mowing   |
| 3. Resident/Rock City Road | Re: Appreciation for immediate response and solution by Highway Dept and Superintendent Fetzer |
| 4. Resident/East Chatham   | Re: Street Lighting Survey for East Chatham  |
| 5. Resident/East Chatham   | Re: Street Lighting Survey for East Chatham  |

➤ **SUB-COMMITTEE REPORTS:**

1. Broadband and Cellular Service Committee- (Councilwoman Hallenbeck/Councilman Werwaiss)
2. CAP (Chatham Agricultural Partnership)- (Supervisor Collins)
3. Climate Smart/Action Task Force Committee- (Councilman Eaton)
4. Communications Committee- (Councilman Wapner)
5. Finance & Planning Committee- (Supervisor Collins)
6. Housing Committee- (Councilwoman Hallenbeck)
7. Parks & Recreation Committee- (Councilman Wapner)
8. Grants Appropriations Committee- (Supervisor Collins)
9. CAC- (Councilman Werwaiss)
10. Invasive Species Awareness Committee- (Abi Mesick)
11. Traffic Safety Working Group- (Councilwoman Hallenbeck/Councilman Wapner)
12. Zoning Update Committee- (Councilman Eaton/Councilwoman Hallenbeck)
13. Town & County (Supervisor Collins)

➤ **REPORTS ON FILE:**

1. Assessor
2. Code Enforcement/Building Inspector
3. Dog Control
4. Environmental Mgt Council
5. Finance Department
6. Highway Department
7. Justice Court
8. Office of the Aging Advisory Board
9. Recreation Director
10. Supervisor's Report
11. Town Clerk

➤ **OLD BUSINESS:**

1. Solar Application

➤ **NEW BUSINESS:**

1. Town Court Audits
2. Town Court Lease Renewal
3. Nomination To Grants Committee- Jen Trolenburg
4. Manufactured Home: State Law Compliance
  - Single Family Dwelling Classification
  - Chapter 151 Amendment

➤ **PUBLIC COMMENT**

➤ **RESOLUTIONS:**

1. **Resolution# 164 -24: To Approve the Town Board Minutes.**

*WHEREAS*, the Chatham Town Board approves the Town Board Minutes for June 20, 2024.

Offered by: \_\_\_\_\_, seconded motion: \_\_\_\_\_

**VOTE: AYE:** \_\_\_\_\_ **NAY:** \_\_\_\_\_

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2. **Resolution#165-24: To Accept the Town Accountant's Financial Supervisor's Report.**

*WHEREAS*, the Chatham Town Board accepts the Town Accountant's Financial Supervisor Report for June, 2024.

Offered by: \_\_\_\_\_, seconded motion: \_\_\_\_\_

**VOTE: AYE:** \_\_\_\_\_ **NAY:** \_\_\_\_\_

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3. **Resolution#166-24: To Accept the Financial Abstract as presented to pay the Town Bills.**

*WHEREAS*, the Chatham Town Board accepts the Financial Abstract #7-2024, Abstract #7A-2024 and Abstract #7B as presented to pay the Town Bills.

Offered by: \_\_\_\_\_, seconded motion: \_\_\_\_\_

**VOTE: AYE:** \_\_\_\_\_ **NAY:** \_\_\_\_\_

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4. **Resolution#167-24: To Set an Application Cost for Roof Mount Solar Application**

*WHEREAS*, The Town Board of the Town of Chatham has received an application for a roof mounted solar array during the solar array moratorium that exceeds the threshold of the 25 kilowatt Unified Solar permit that the Town currently adheres to, and

*WHEREAS*, the Town Board has granted the hardship appeal, and

*WHEREAS*, the Town Board must set a fee for the solar application, and

***THEREFORE BE IT RESOLVED***, that the Town Board of the Town of Chatham hereby sets the Kinderhook Farm/Kasselman Solar application fee at \$100.00 and Escrow Fee of \$300.00.

Offered by: \_\_\_\_\_, seconded motion: \_\_\_\_\_

**VOTE: AYE:**

**NAY:**

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5. **Resolution#168-24: To Approve the Kasselman/Kinderhook Farm Roof Mount Solar Application**

*WHEREAS*, The Town Board of the Town of Chatham has received an application for a roof mounted solar array during the solar array moratorium that exceeds the threshold of the 25 kilowatt Unified Solar permit that the Town currently adheres to, and

*WHEREAS*, the Town Board has granted the hardship appeal, and

*WHEREAS*, the Town Board has assumed the responsibility of the area variance appeal required by the application exceeding the 25 kilowatt Unified Solar Permit threshold that the Town prescribes, and

*WHEREAS*, the Town Board has reviewed the application and parameters for the bequeathment of the area variance appeal, and

***THEREFORE BE IT RESOLVED***, that the Town Board of the Town of Chatham hereby approves the Kinderhook Farm/Kasselman Solar application.

Offered by: \_\_\_\_\_, seconded motion: \_\_\_\_\_

**VOTE: AYE:**

**NAY:**

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6. **Resolution #169-24: To Appoint a Member to the Grants Appropriations Committee**

*WHEREAS*, the Chatham Town Board created a Grant Appropriations Committee on March 17, 2022 to pursue and apply for fiscal assistance at the pleasure of the Town; and

*WHEREAS*, the Committee also serves to catalog past, present and future funding assistance to the Town; and

*WHEREAS*, resident Jen Trolenberg has expressed an interest in joining the Committee and assisting the Town; and

***THEREFORE, BE IT RESOLVED***, that the Chatham Town Board hereby appoints Jen Trolenberg to the Grant Appropriations Committee effective immediately:

Offered by: \_\_\_\_\_, seconded motion: \_\_\_\_\_

**VOTE: AYE: \_\_\_\_\_ NAY: \_\_\_\_\_**

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7. **Resolution #170-24: To Accept the Town Court Audit for 2020, 2021 and 2022**

*WHEREAS*, the Uniform Justice Court Act requires that justices annually provide their court records and dockets to their respective Town Board and that such records then be examined or audited and that fact be entered into the minutes of the Board's proceedings, and

*WHEREAS*, the Town Board accepted the letter of engagement from UHY, LLP, Town accounting firm to audit the Town Justice Court records for the period of January 1, 2020 through December 31, 2022 in accordance with the Handbook for Town and Village Justices and Court Clerks, and

***THEREFORE BE IT RESOLVED***, the Chatham Town Board does hereby accept the Town Justice Court Audit from UHY, LLC for 2020, 2021, and 2022.

Offered by: \_\_\_\_\_, seconded motion: \_\_\_\_\_

**VOTE: AYE: \_\_\_\_\_ NAY: \_\_\_\_\_**

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8. **Resolution#171-24: To Authorize Supervisor to sign Town Court Lease**

*WHEREAS*, the Town of Chatham has been leasing from the Village of Chatham, the second floor of the Tracy Memorial Building, located at 77 Main Street, Chatham, New York for town justice, clerk offices and the Town Court, and

**WHEREAS**, the Village of Chatham has provided a new lease for the approximate 2200 square feet of floor space on the second floor of the Tracy Memorial Building at a monthly rent of \$1,650.00, and

**WHEREAS**, the Town of Chatham and the Village of Chatham wish to enter into a lease agreement for said Town Court and office space for a one-year period, and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board approves the Village of Chatham lease for a period of one-year at the monthly rate of \$1,650.00 for the period of August 1, 2024 to July 31, 2025 and authorizes the Town Supervisor to sign the Lease Agreement.

Offered by: \_\_\_\_\_, seconded motion: \_\_\_\_\_

**VOTE: AYE:**

**NAY:**

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➤ **PUBLIC COMMENT**

➤ **MOTION TO CLOSE MEETING**

# **PUBLIC HEARING**



June 11, 2024

Town of Chatham  
Zoning Board of Appeals  
488 State Route 295  
Chatham, NY 12037

RE: Kinderhook Farm Roof Mount Solar Area Variance Application

Board members,

Per Local Law #2 of 2024 Section 5A (Solar Moratorium), we are requesting the opportunity to seek a variance from the strict interpretation of the law due to unnecessary hardship affecting the subject property.

This project has been in the works since July of 2023 to help a local farm meet its energy demands and offset rising energy costs. Our Primary concern is a fast-approaching deadline for United States Department of Agriculture REAP funding of 9/20/24. The Rural Energy for America Program (REAP) is designed to help farms such as Kinderhook strengthen the resiliency of their agricultural operations by issuing grants to support energy improvements. To apply for such grants, a project must be shovel-ready, including all necessary approvals, such as building permits and utility interconnection agreements.

As proposed, the Project would be eligible for a REAP Grant at approximately \$177,920.00, or 50% of the project cost. The system is designed to save the farm, on average, \$28,000 annually for the next 25 years+.

Chatham's 6-month solar moratorium is putting Kinderhook Farm well outside the necessary deadline to apply for a REAP Grant. *The Final submission deadline for REAP Grants is 9/20/24, with no indication there will be funds available again next year or beyond.* As previously mentioned, a REAP application requires a "Shovel-Ready" project which includes an Issued Building Permit.

It is our assumption that a project of this scale would require additional review from either the Planning Board or Zoning Board of Appeals or both. Potentially adding at least 1 month of delay (at least 2 if a public hearing would be in order) and pushing our ability to be "shovel-ready" with a permit in hand into November. Which is well past the submission deadline of 9/20/24.

Should an extension be added to the moratorium (which is very common in our experience), there would be no chance of making the application deadline.



At best the building department would have less than 9 business days to issue a permit for a project type that is not currently classified within town code. We were denied and referred to ZBA for our initial application, thus we consider it reasonable to assume that board review will be required post-moratorium.

In closing, approving a variance from Local Law #2 of 2024, would greatly benefit a local and historic farm by allowing it to secure limited Grant funding. The nature of the project, despite its size, will be non-obtrusive, largely unseen and will have nothing but positive impacts on the private farm and the community in which it will lie.

As it stands, the 6-month moratorium (adopted 03/07/24), is making it impossible for the farm to apply for a Federal Grant within the necessary deadline of 9/20/24 with an Issued Building Permit.

Kasselman Solar, LLC is a local and leading solar installation company. We have and will continue to work closely with the residents and business owners of Chatham, to explore and realize their renewable and cost-saving energy opportunities. Thank you sincerely for your time and consideration.

Thank you,



Jim Gardner and Alex Martin  
Permitting Coordination  
Kasselman Solar, LLC  
(518) 918-4800

[jgardner@kasselmansolar.com](mailto:jgardner@kasselmansolar.com) [amartin@kasselmansolar.com](mailto:amartin@kasselmansolar.com)

TOWN OF CHATHAM, NEW YORK  
APPLICATION TO THE ZONING BOARD OF APPEALS

Appeal No.: \_\_\_\_\_

Appeal date: \_\_\_\_\_

TO THE ZONING BOARD OF APPEALS, TOWN OF CHATHAM, NEW YORK:

(We) Alex Martin/ James Gardner: Kasselmann Solar LLC. (owner or agent) of  
279 Broadway bldg 2, Menands, NY 12204 (518) 918-4800

(mailing address and telephone)

Hereby appeal to the Zoning Board of Appeals from the decision of \_\_\_\_\_  
(Bldg. Inspector, Planning Board, etc.) on application No. \_\_\_\_\_ date \_\_\_\_\_  
for Building \_\_\_\_\_ (Bldg. Permit, Use permit, Subdivision, etc.). Attach  
copy of above application and action being appealed.

1. Location of property: 2249 NY-203 Zoning District B  
Tax Map Number 55.-1-33

2. Type of Action:

- An Interpretation of the Zoning Ordinance or Zoning Map
- A Special Use Permit under the Zoning Ordinance
- An Area Variance to the Zoning Ordinance (prior to final determination a licensed survey may be required)
- A Use Variance
- Other

3. Previous Appeal: A Previous Appeal (has) (has not) been made with respect to this decision  
of the Zoning Officer or with respect to the property. Such appeal was in the form of:  
 A Request for Interpretation  A Request for an area Variance  
 A Request for Special Permit  A Request for a Use Variance  
and was (were) made in Appeal Number \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_

4. Description of proposed project: (If an area variance, include the estimate of the distance for  
the variance from the setback)

Proposed project is the installation of a 112.6 kW roof mounted solar array requesting an area variance  
for 87.6 kW of relief

5. Provision(s) of the Zoning Ordinance Appealed:

§180-58 (W)(1)

(Indicate the article, Section and paragraph of the Zoning Ordinance being appealed by number)

**Reason for Appeal: (complete relevant section)**

**A. Interpretation of the Zoning Ordinance is requested because:**

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**B. A Special Use Permit under the Zoning Ordinance is requested pursuant to Article \_\_\_\_\_, Section \_\_\_\_\_, Paragraph \_\_\_\_\_ of the Zoning Ordinance because \_\_\_\_\_**

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**C. An Area Variance to the Zoning Ordinance is requested and the zoning board of appeals shall take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety, and welfare of the neighborhood or community by such grant. In making such determination, the board shall also consider:**

1. Whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance;
2. Whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance;
3. Whether the requested area variance is substantial;
4. Whether the proposed variance will have an adverse effect of impact on the physical or environmental conditions in the neighborhood or district; and
5. Whether the alleged difficulty was self-created.

**The Applicant states that the each of the above five criteria are met as follows:**

1. There will not be an undesirable change in the character of the neighborhood as the array will not be visible.
2. The benefit cannot be achieved by another method.
3. The requested variance is substantial but only in terms of the request and not the effect to the surrounding area.
4. The installation will not have an adverse effect on the physical or environmental conditions of the neighborhood.
5. The alleged difficulty was not self created as the energy offset being sought is relative to the energy consumption of the site of the proposed project.

- D. A Use Variance to the Zoning Ordinance is requested and the Zoning Board of Appeals shall take into consideration.**
1. The applicant cannot realize a reasonable return, provided that lack of return is substantial as demonstrated by competent financial evidence.
  2. That the alleged hardship relating to the property in questions is unique, and does not apply to a substantial portion of the district or neighborhood;
  3. That the requested use variance, if granted, will not alter the essential character of the neighborhood; and
  4. That the alleged hardship has not been self-created.

The Applicant states that the each of the above four criteria are met as follows:

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Enclosures: SEQR Short Form, Deed, Site photos, Site plan, Specification sheets.  
(list attached documents)

Please refer to the attached checklist to be sure that you have all required information for this submission.

Alex Martin James Gardner 6/11/2024  
Applicant's Signature Date

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Kinderhook Farm LLC PV Array Installation			
Project Location (describe, and attach a location map): 2249 NY-203, Chatham, New York 12037			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor: Alex Martin: Kasselmann Solar, LLC.		Telephone: (518) 300-0633 E-Mail: amartin@kasselmansolar.com	
Address: 279 Broadway bldg 2			
City/PO: Menands		State: NY	Zip Code: 12204
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Chatham: Variance Town of Chatham: Building permit			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 22 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0 acres			YES <input checked="" type="checkbox"/>
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:			
<u>Renewable Photovoltaic Energy Technology</u> _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
_____			
_____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Alex Martin: Kasselmann Solar, LLC.</u> Date: <u>3/6/2024</u>		
Signature: <u><i>Alex Martin</i></u> Title: <u>Permit Coordinator</u>		







**COLUMBIA COUNTY – STATE OF NEW YORK**  
**HOLLY C. TANNER, COUNTY CLERK**  
 560 Warren Street, Hudson, New York 12534

**COUNTY CLERK'S RECORDING PAGE**  
**\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\***



BOOK/PAGE: 876 / 168  
 INSTRUMENT #: 20180010456

Receipt#: 483264  
 Clerk: JL  
 Rec Date: 11/07/2018 03:18:15 PM  
 Doc Grp: D  
 Descrip: DEED (NON RES)  
 Num Pgs: 3  
 Rec'd Frm: SNEERINGER MONAHAN PROVOST  
 REDGRAVE

Party1: EMPIRE LIVESTOCK MARKETING LLC  
 Party2: KINDERHOOK FARM LLC  
 Town: CHATHAM  
 55.-1-33

**Recording:**

Cover Page	5.00
Recording Fee	30.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
CC Supplemental Tax Form	5.00
RP5217 All others - State	241.00
RP5217 - County	9.00

Sub Total: 315.00

Transfer Tax	
Transfer Tax - State	1702.00
Transfer Tax - Columbia C	851.00

Sub Total: 2553.00

Total: 2868.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer tax #: 639  
 Transfer tax  
 Consideration: 425283.00

Transfer Tax - State	1702.00
Transfer Tax - Columbia C	851.00

Total: 2553.00

**Record and Return To:**

FREEMAN HOWARD PC  
 441 EAST ALLEN STREET  
 PO BOX 1328  
 HUDSON NY 12534  
 BOX 15

**WARNING\*\*\***

\*\* Information may change during the verification process and may not be reflected on this page.

*Holly C. Tanner*

Holly C. Tanner  
 Columbia County Clerk

Recorded by:

Sutteringer Monahan Provost

Madrigale Title Agency, Inc.

800 724-7856 Title No.: M070918

THIS INDENTURE, made this 30<sup>th</sup> day of OCTOBER, 2018.

**BETWEEN**

**Empire Livestock Marketing, LLC, a New York limited liability company and successor by merger to Empire Livestock Marketing, Inc., a New York corporation f/k/a Elm Acquisition Corp.** having an address at 5001 Brittonfield Parkway, East Syracuse, New York 13057,

party of the first part, and

**Kinderhook Farm, LLC** having an address at 1958 County Road 21, Valatie, New York 12184,

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars (\$10.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** those three certain pieces or parcels of land situate, lying, and being in the Town of Chatham, Columbia County, New York, shown on map, compiled from survey made by Wilbur A. Oborne, and bounded and described as follows:

**PARCEL ONE:**

**BEGINNING** at a point marked by an iron pipe driven in the ground on the southerly side of New York State Highway, known as Route 203, the said point of beginning being approximately 125 feet easterly of the Kline Kill, thence running along fence and stone wall along southerly line of Parcel Three south 51° 29' east 703.75 feet to an iron pin driven in the ground at the northeasterly corner of parcel herein described; thence south 31° 19' west 188.14 feet along fence line to an iron pipe driven in the ground; thence south 27° 02' west 175.20 feet along aforesaid fence line to an iron pipe driven in the ground at corner of land of Herman Pieck; thence along land of aforementioned Pieck north 58° 58' west 1040.00 feet to an iron pipe driven in the ground; thence continuing in the same direction 50.00 feet to the center of Kline Kill; thence the following five courses along the center of the Kline Kill: north 61° 23' east 62.37 feet; north 42° 57' east 158.47 feet; north 65° 33' east 181.23 feet; north 55° 05' east 181.69 feet and north 27° 07' east 230.32 feet; thence south 59° 59' east 160.60 feet along the southerly side of aforementioned Route 203 to the point or place of beginning. Containing by calculation 15.435 acres of land, be the same more or less.

**PARCEL TWO:**

**BEGINNING** at a point marked by an iron pipe driven in the ground on southerly side of State Highway known as Route 203, said point of beginning being approximately 820 feet easterly of the Kline Kill; thence running along the southerly side of said Route 203, south 56° 11' east 400.00 feet to an iron pipe driven in the ground at the northeasterly corner of parcel herein described, thence south 31° 19' west 545.02 feet along land now or formerly of Clarence L. and Sara S. Bailey, to an iron pipe driven in the ground at the southeasterly corner of parcel herein described; thence north 56° 11' west 400.00 feet along land of aforementioned Bailey to an iron pipe driven in the ground; thence north 31° 19' east 545.02 feet along easterly line of Parcels One and Three now or formerly of said Bailey to the point or place of beginning. Containing by calculation 5.000 acres of land, be the same more or less.

**PARCEL THREE:**

**BEGINNING** at a point marked by an iron pipe driven in the ground on the southerly side of State Highway known as Route 203, said point of beginning being approximately 125 feet easterly of the Kline Kill; thence running along the southerly side of said Route 203 south 60° 29' east 176.66 feet to an iron pipe driven in the ground; thence continuing along the southerly side of said State Highway south 56° 11' east 522.00 feet to an iron pipe driven in the ground at the northwesterly corner of Parcel Two now or formerly of Clarence L. and Sara S. Bailey; thence south 31° 19' west 71.00 feet to an iron pin driven in the ground at the southeasterly corner of parcel herein described; thence north 51° 29' west 703.75 feet along northerly side of Parcel One, now or formerly of said Bailey to, to the point or place of beginning. Containing by calculation 0.660 acres of land, be the same more or less.

Being the same premises conveyed by deed from Empire Livestock Marketing Cooperative, Inc. to ELM Acquisition Corp. dated December 31, 1994 recorded in the Columbia County Clerk's Office January 17, 1995 in Book 786 of Deeds at page 92. ELM Acquisition Corp. changed its name to Empire Livestock Marketing, Inc. Empire Livestock Marketing, LLC is the successor by merger to Empire Livestock Marketing, Inc.

**TOGETHER** with all right, title and interest of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not one of suffered anytime whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration of this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

Empire Livestock Marketing, LLC

by:   
Name: DAVID DAER  
Title: PRESIDENT, FARM SERVICES

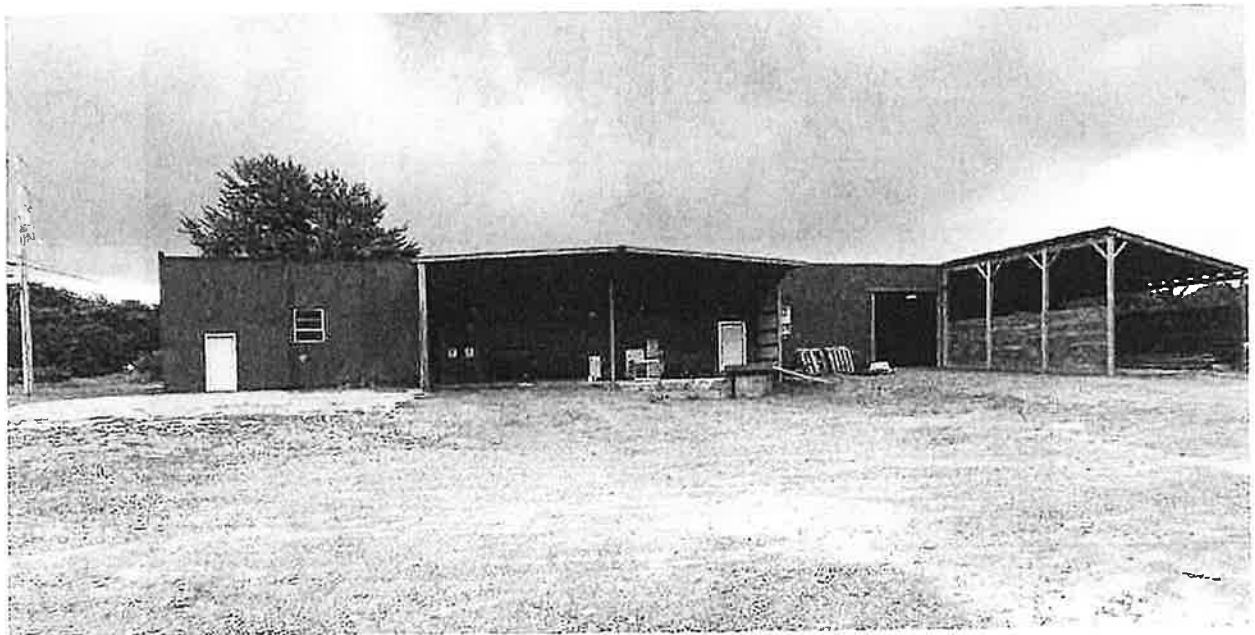
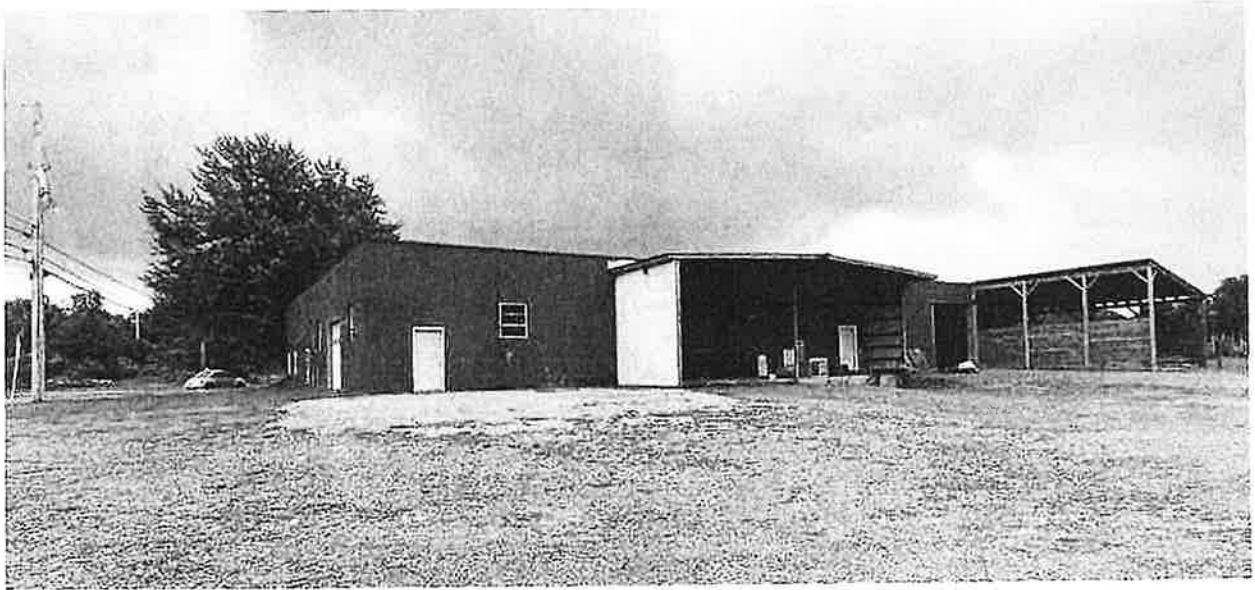
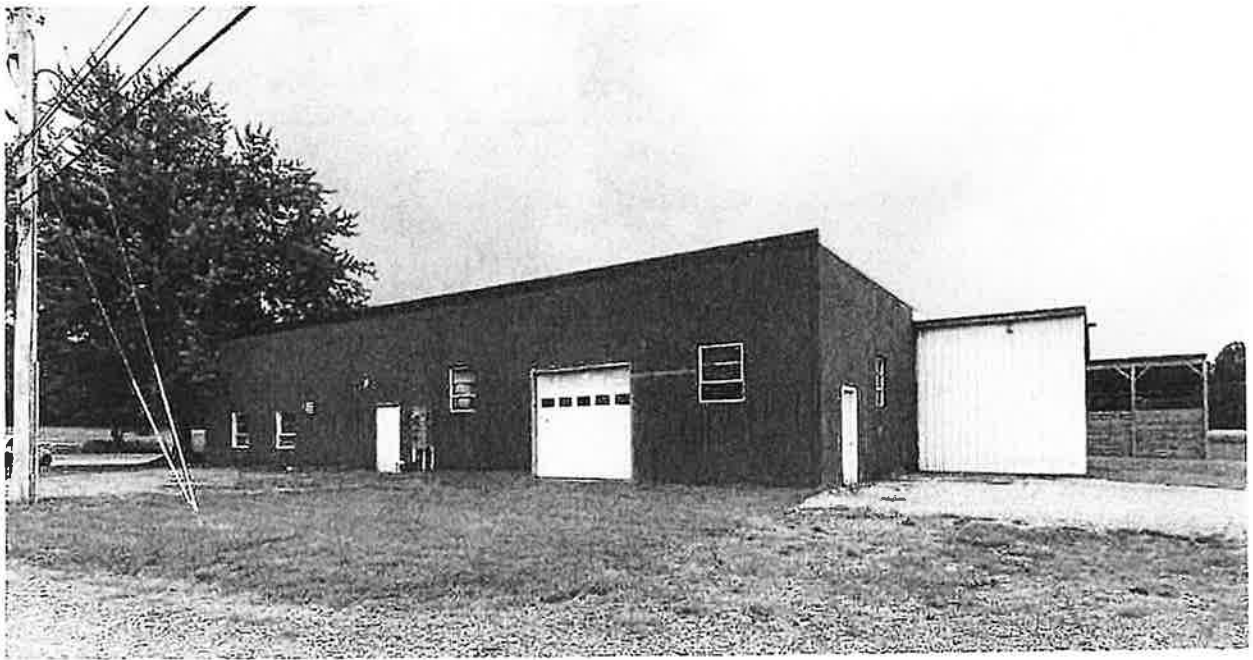
STATE OF KANSAS, COUNTY OF WYANDOTTE ss:

On the 30th day of OCTOBER, in the year 2018 before me, the undersigned, personally appeared DAVID DAER personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

ANN CATHERINE MARTINEZ  
Notary Public-State of Kansas  
My Appt. Expires 2/8/2021

  
Notary Public

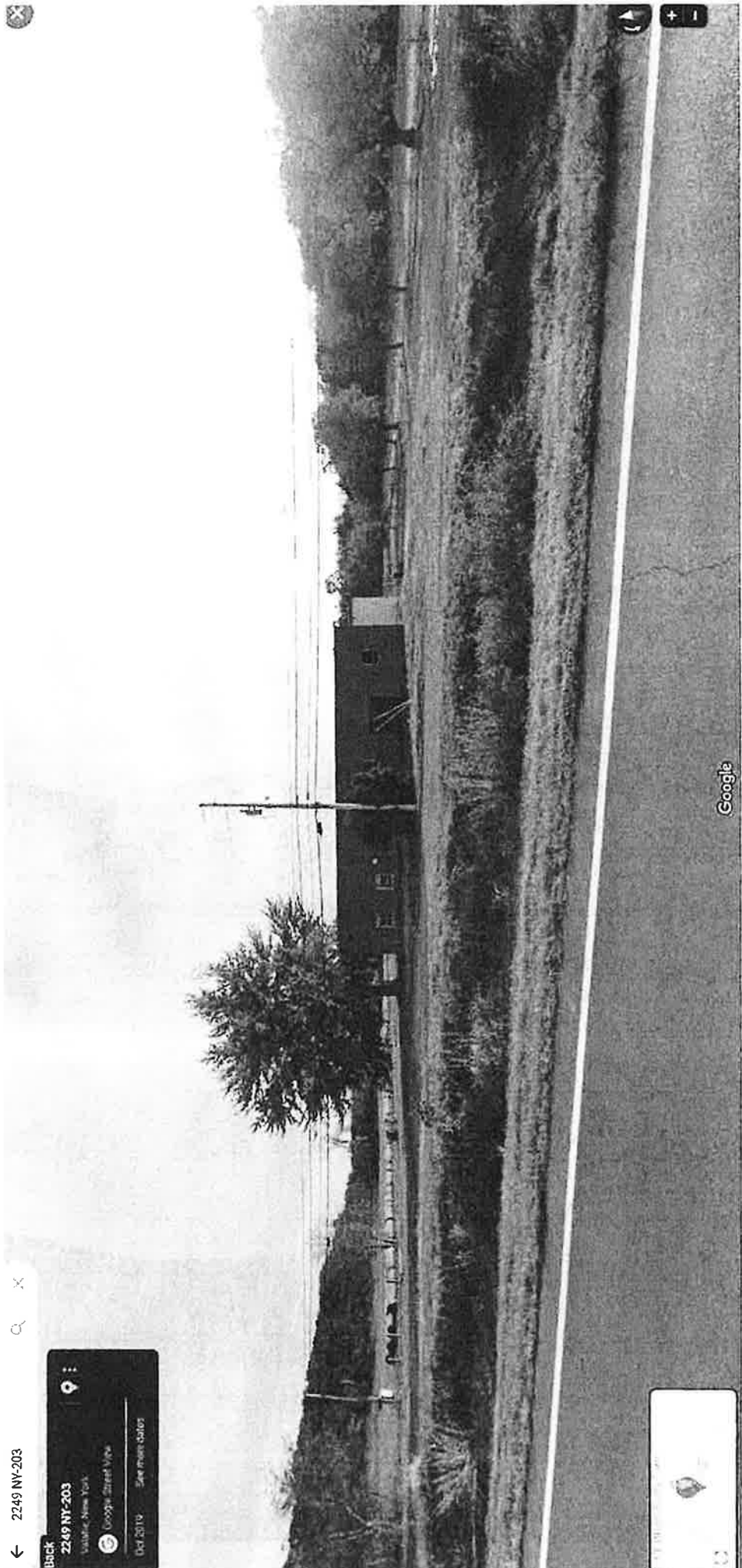
Record & Return:  
Paul Freeman, Esq.  
Freeman Howard, P.C.  
411 E. Allen Street, PO Box 1328  
Hudson, NY 12534  
Columbia County Box No. 15





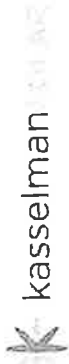
← 2249 NY-203

**Back**  
**2249 NY-203**  
 Valhalla, New York  
 Google Street View  
 Oct 2014 [See more dates](#)



Google





**APPLICANT PREPARATION OF SITE PLAN**

Kasselman Consulting, LLC  
 278 Broadway, BLDG 2  
 Manhattan, NY 10004

ON BEHALF OF:  
 Kinderhook Farms, LLC  
 2248 NY-203  
 Chatham, NY 12037

Date: March 11th, 2024

**SITE PLAN  
 KINDERHOOK FARMS, LLC  
 ROOF MOUNTED  
 SOLAR INSTALLATION PROJECT**

SHEET 1 OF 1  
 Please see attached sheet for FEMA

**SITE DATA**

TOWN OF CHATHAM  
 COLUMBIA COUNTY  
 TAX ID # 85-1-33  
 TOTAL ACRES: 22  
 ZONE: B

**Project Details:**

System Size DC (kW): 112.59  
 278 Credits @ PEAK DUO BLK ML-G10-405  
 278 Enphase Energy Inc EBH-240-72-2-US  
 System Racking & Attachment Equipment:  
 Eco-rack 2 • Ballasted Racking - 10 Degree Tilt

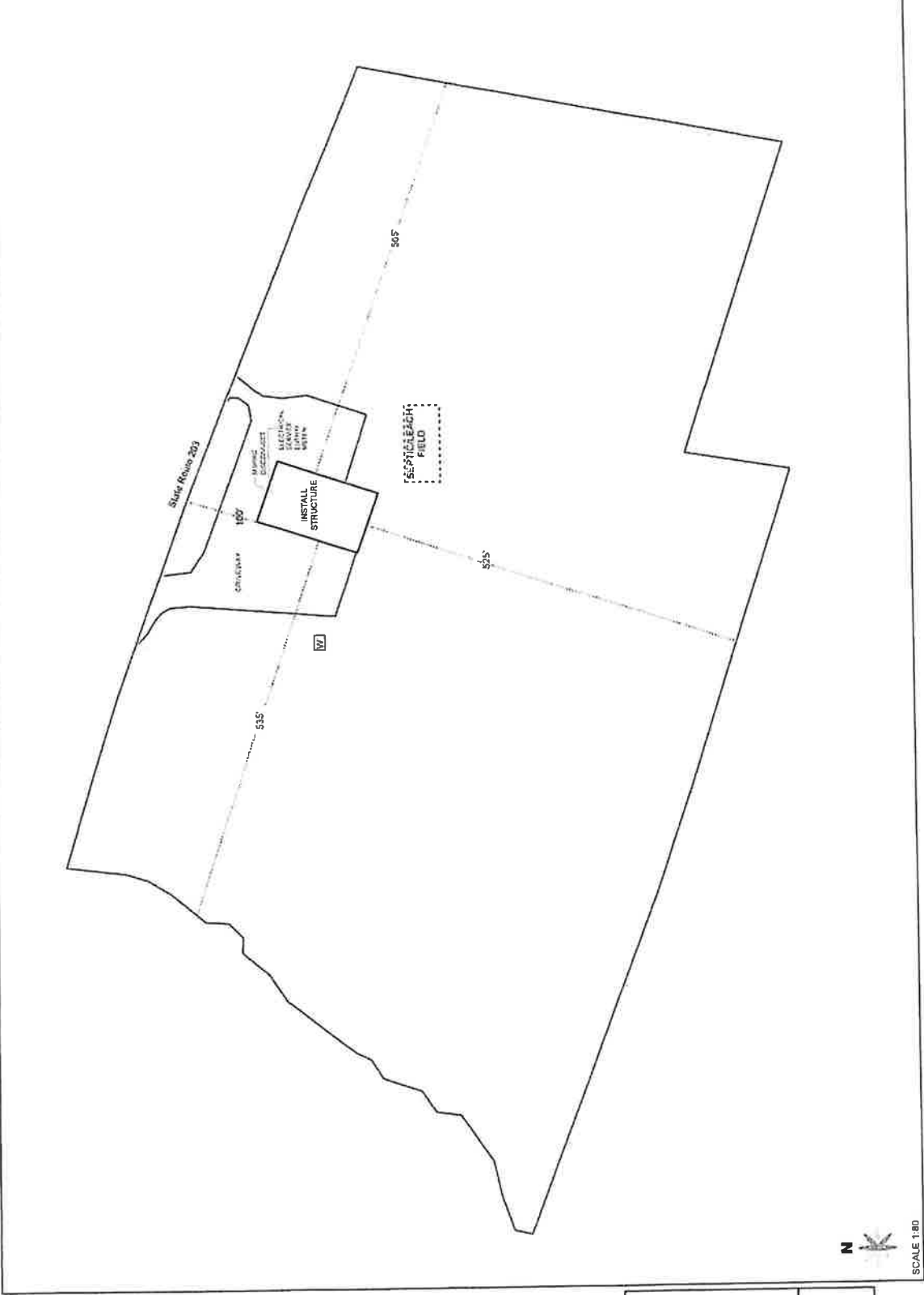
**Requesting Properties:**

- 45-1-16 100  
 Shansing Pina, LLC  
 State Route 203
- 55-1-16 200  
 Peter J. & Heidi-Katharina  
 2228 State Route 203
- 55-1-37  
 Kinderhook Farms, LLC  
 State Route 203
- 55-1-34  
 Kinderhook Farms, LLC  
 State Route 203
- 555-1-10 110  
 The Chatham Berry Farm, LLC  
 2357 Route 203

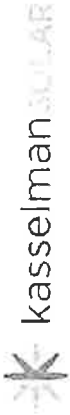
**LEGEND:**  
 Property Lines: ———  
 Walk: W  
 Setback Lines: - - - - -



3-11-2024



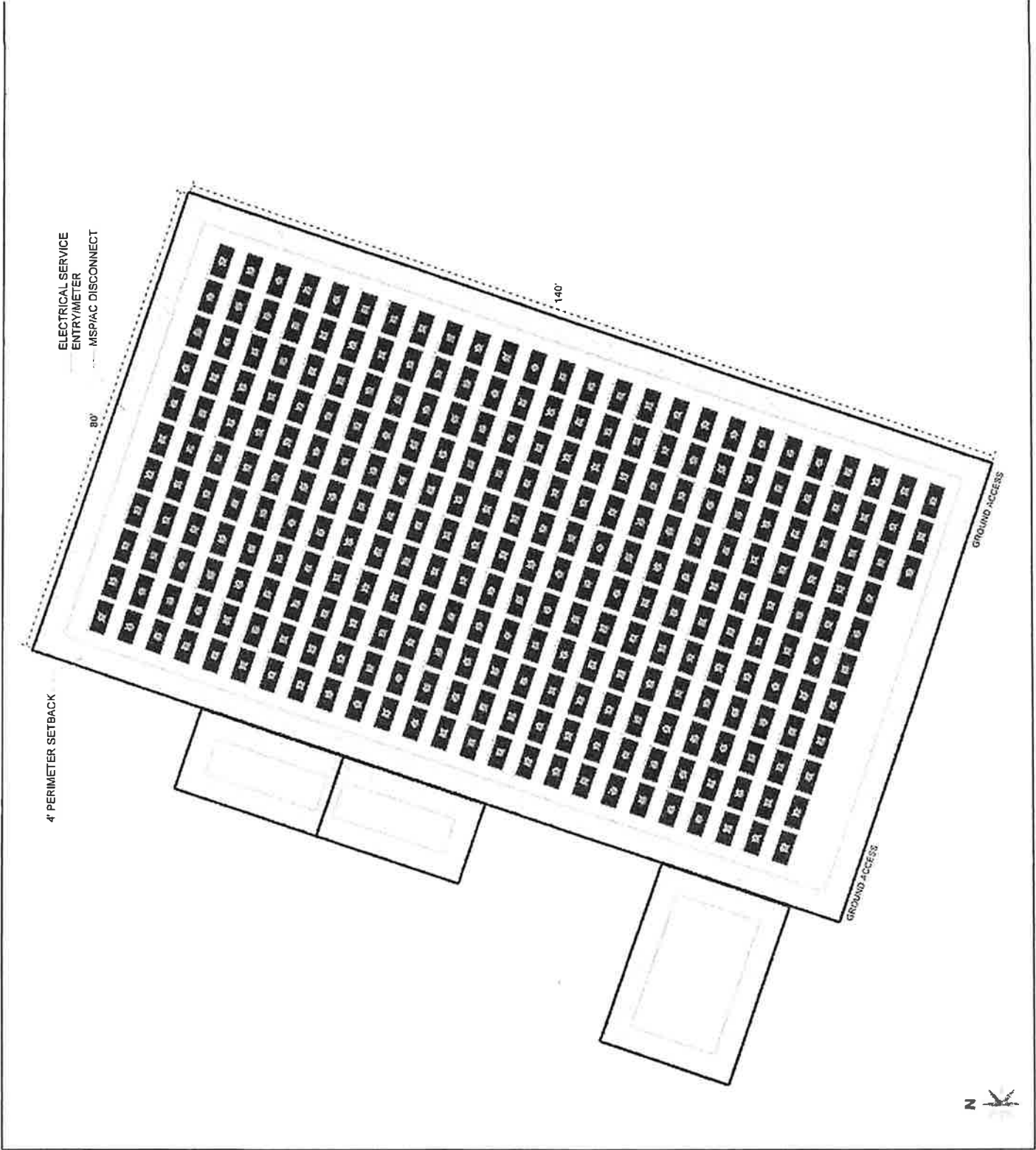
SCALE 1:80



Kinderhook Farms, LLC c/o  
Steve Clearman

2249 NY-203  
Chatham, NY 12037

<p><b>Project and Installation Details</b>  <b>System Size DC (kW): 112.59</b>                  278 Qcells Q.PEAK DUO BLK ML-G10 405                  278 Enphase Energy Inc. IQ8H-240-72-2-US</p>	<p><b>System Racking &amp; Attachment Equipment:</b>                  EcoFoot 2+ Ballasted Racking - 10 Degree Tilt</p>	<p><b>PV Array Dimensions:</b>                  Array N/S: 130.31'                  Array E/W: 88.32'</p>	<p><b>Roof Description</b>                  MATERIAL: EPDM                  ROOF PITCH: 0                  AZIMUTH (DEGREES): 199 (S)                  RAFTER/TRUSS:                  V-BEAM 22 H.                  W21X62</p>	<p>PV Design adheres to relevant sections of the 2020 Non Residential Roof Top Access - 2020 Fire Code of NYS [1204] for Solar PV systems.                  SETBACKS PER 2020 IRC AND 2020 NYS UNIFORM CODE SUPPLEMENT                  PV design in compliance with Section 1204.3.1 of the 202 NYS Fire Code - Perimeter Pathways - Exception: Where either axis of the building is 250 feet or less, the clear perimeter around the edges of the roof shall be permitted to be reduced to a minimum width of 4 feet.                  PV design in compliance with Section 1204.3.2 - Interior Pathways - Pathways shall be provided at intervals not greater than 150 feet throughout the length and width of the roof.                  Electrical labels to be placed on PV equipment per NEC 690.55                  Labels are site specific.</p>
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55.-1-16.112  
Fredrick J Callander

55.-1-50  
Donald and Sharon  
Campbell

55.-1-16.200  
Peter and Hildi Kaufmann

55.-1-16.100  
Standing Pine, LLC.

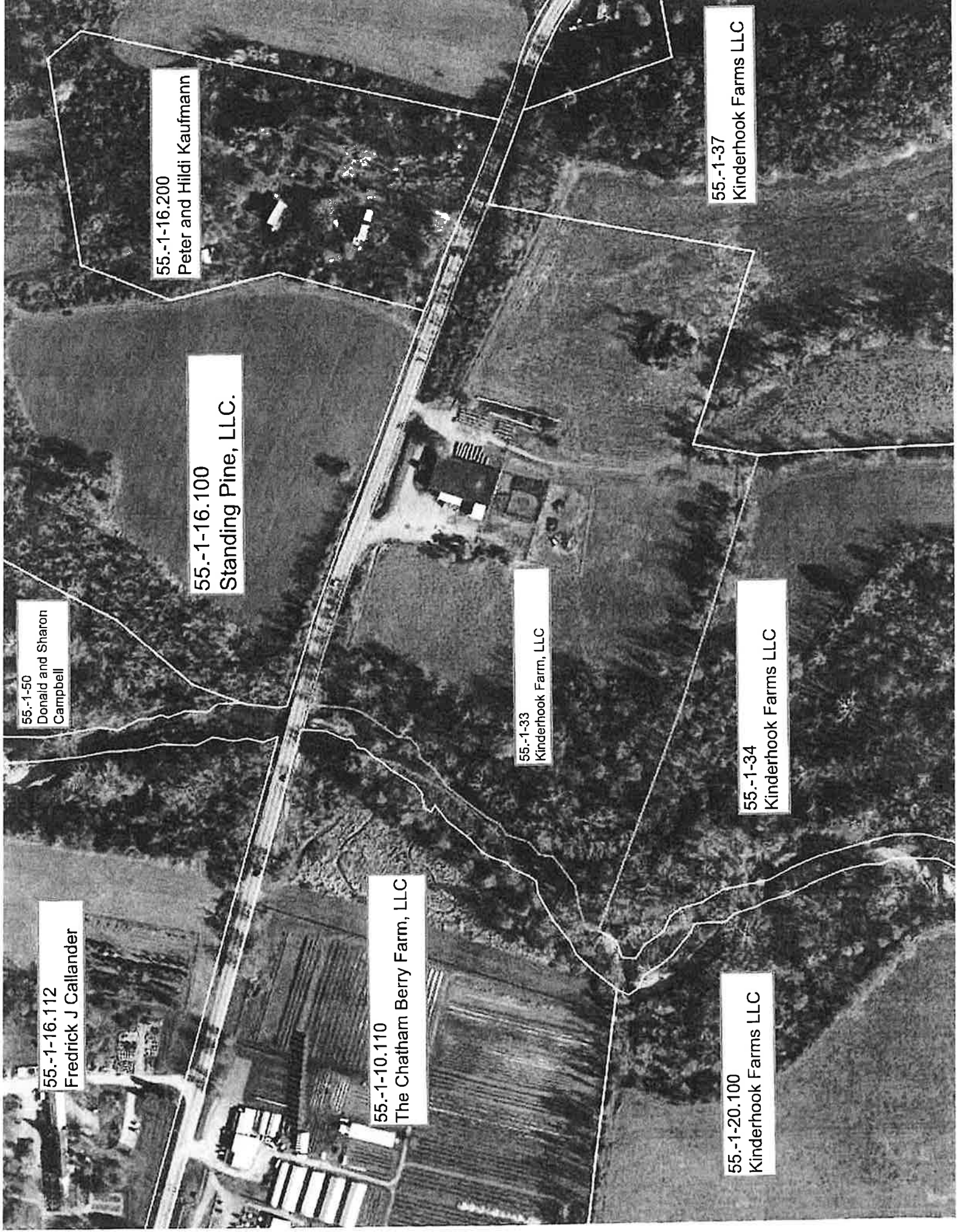
55.-1-10.110  
The Chatham Berry Farm, LLC

55.-1-33  
Kinderhook Farm, LLC

55.-1-20.100  
Kinderhook Farms LLC

55.-1-34  
Kinderhook Farms LLC

55.-1-37  
Kinderhook Farms LLC





powered by

Q.ANTUM DUO Z

PRELIMINARY

# Q.PEAK DUO BLK ML-G10

## 385-405

ENDURING HIGH PERFORMANCE



**BREAKING THE 20% EFFICIENCY BARRIER\***  
Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 20,9%.



**INNOVATIVE ALL-WEATHER TECHNOLOGY**  
Optimal yields, whatever the weather with excellent low-light and temperature behaviour.



**ENDURING HIGH PERFORMANCE**  
Long-term **yield security** with **Anti LID Technology**, **Anti PID Technology**<sup>1</sup>, **Hot-Spot Protect** and **Traceable Quality Tra.Q™**.



**EXTREME WEATHER RATING**  
High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).



**A RELIABLE INVESTMENT**  
Inclusive 12-year product warranty and 25-year linear performance warranty<sup>2</sup>.



**STATE OF THE ART MODULE TECHNOLOGY**  
Q.ANTUM DUO combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology.

<sup>1</sup> APT test conditions according to IEC/TS 62804-1:2015, method B (-1500V, 168h)  
<sup>2</sup> See data sheet on rear for further information.

### THE IDEAL SOLUTION FOR:



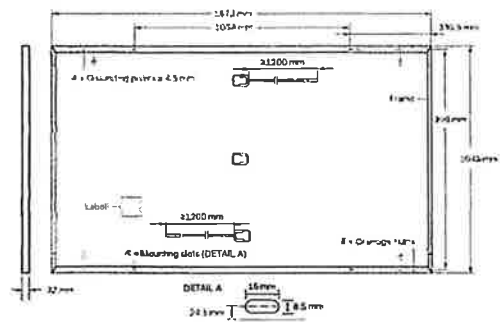
Rooftop arrays on residential buildings

Engineered in Germany

Q CELLS

## MECHANICAL SPECIFICATION

Size	1879 mm × 1045 mm × 32 mm (including frame)
Weight	22.0 kg
Panel Glass	3.2 mm thermally pre-stressed glass with anti-reflection technology
Front Cover	Composite film
Frame	Black anodised aluminium
Cells	6 × 22 monocrystalline Q.ANTUM solar half cells
Protection	53-101 mm × 32-60 mm × 15-18 mm Protection class IP67, with bypass diodes
Cable	4 mm <sup>2</sup> Solar cable; (+) ≥ 1200 mm, (-) ≥ 1200 mm
Construction	Stäubli MC4, Hanwha Q CELLS HQC4; IP68

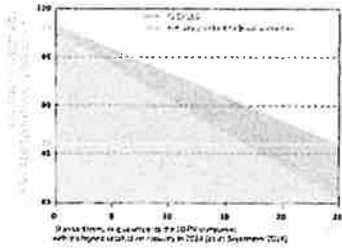


## ELECTRICAL CHARACTERISTICS

POWER CLASS		385	390	395	400	405
Nominal Power (P <sub>MPPT</sub> )	P <sub>MPPT</sub> [W]	385	390	395	400	405
	I <sub>SC</sub> [A]	11.04	11.07	11.10	11.14	11.17
	V <sub>OC</sub> [V]	45.19	45.23	45.27	45.30	45.34
	I <sub>MPPT</sub> [A]	10.59	10.65	10.71	10.77	10.83
	V <sub>MPPT</sub> [V]	36.36	36.62	36.88	37.13	37.39
	η [%]	≥ 19.6	≥ 19.9	≥ 20.1	≥ 20.4	≥ 20.6
Low Irradiance Power (P <sub>LI</sub> )	P <sub>LI</sub> [W]	288.8	292.6	296.3	300.1	303.8
	I <sub>SC</sub> [A]	8.90	8.92	8.95	8.97	9.00
	V <sub>OC</sub> [V]	42.62	42.65	42.69	42.72	42.76
	I <sub>MPPT</sub> [A]	8.35	8.41	8.46	8.51	8.57
	V <sub>MPPT</sub> [V]	34.59	34.81	35.03	35.25	35.46

\* Measurement tolerances P<sub>MPPT</sub> ± 3%; I<sub>SC</sub>, V<sub>OC</sub> ± 5% at STC: 1000 W/m<sup>2</sup>, 25 ± 2 °C, AM 1.5 according to IEC 60904-3 - 2800 W/m<sup>2</sup>, NMOF, spectrum AM 1.5

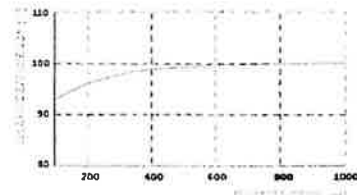
### Q CELLS PERFORMANCE WARRANTY



At least 98% of nominal power during first year. Thereafter max. 0.5% degradation per year. At least 93.5% of nominal power up to 10 years. At least 86% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

### PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m<sup>2</sup>).

### TEMPERATURE COEFFICIENTS

Temperature Coefficient of P <sub>MPPT</sub>	α [%/K]	+0.04	Temperature Coefficient of V <sub>OC</sub>	β [%/K]	-0.27
Temperature Coefficient of V <sub>OC</sub>	γ [%/K]	-0.34	Nominal Module Operating Temperature	NMOT [°C]	43 ± 3

### PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage	V <sub>max</sub> [V]	1000	MPPT module classification	Class II
Maximum System Current	I <sub>p</sub> [A]	20	Fire Rating (Based on ANSI/DIN 61730)	C/TYP2
Maximum System Power	[Pa]	3600/2660	Operating Temperature Range	-40 °C - +85 °C
Array Mechanical Load (Wind)	[Pa]	5400/4000		

### QUALIFICATIONS AND CERTIFICATES

IEC 61215:2016  
IEC 61730:2016  
This data sheet complies with DIN EN 50290



**Note:** Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS GmbH

Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany | ☎ +49 (0)3494 66 99-23444 | ☎ +49 (0)3494 66 99-23000 | ✉ sales@q-cells.com | 🌐 www.q-cells.com

Specifications subject to technical changes © Q CELLS Q PEAK DUO BLK ML-G10\_395-405\_2021.02\_Rev01\_EN

PROJECT TITLE  
ECOFOOT2+

PROJECT ID  
47F33410

LAST UPDATED  
Nov. 6, 2023

ORIGINALLY CREATED  
Nov. 3, 2023

NAME	Kinderhook Farms	Designed by <a href="mailto:scott.stevens@kasselmansolar.com">scott.stevens@kasselmansolar.com</a>
ADDRESS	2249 NY-203, Chatham, NY 12037, USA	EcoFoot2+
CITY, STATE	Chatham, NY	Hanwha/Q-Cells
MODULE	Hanwha/Q-Cells Q.Peak Duo BLK ML-G10 405W	278 - Q.Peak Duo BLK ML-G10 405W
		8593 ft <sup>2</sup>
		112.59 KW

NOTE: Installation of the project is intended to happen within the year of project designed in UBuilder. If it's past one year please rerun the design or contact Unirac Engineering Services.

## INSTALLATION AND DESIGN PLAN

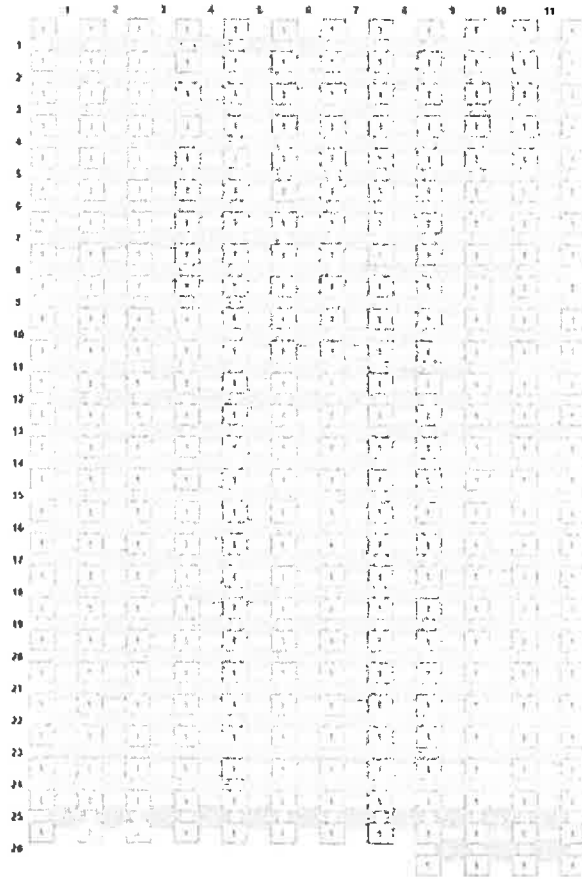
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### Roof Area 1




---



## Roof Area 1 / Roof Area 1 - Array 1



### LEGEND

-  Module
-  Standard corner bay with CMU block count
-  Supplemental bay with CMU block count

### NOTE

Blocks above with values greater than 3 require extra ballast bays, except north-most bays which require extra bays for values greater than 6. The proper number of bays are provided in the Bill of Materials. The installer must install these extra bays as near to the indicated location as possible.

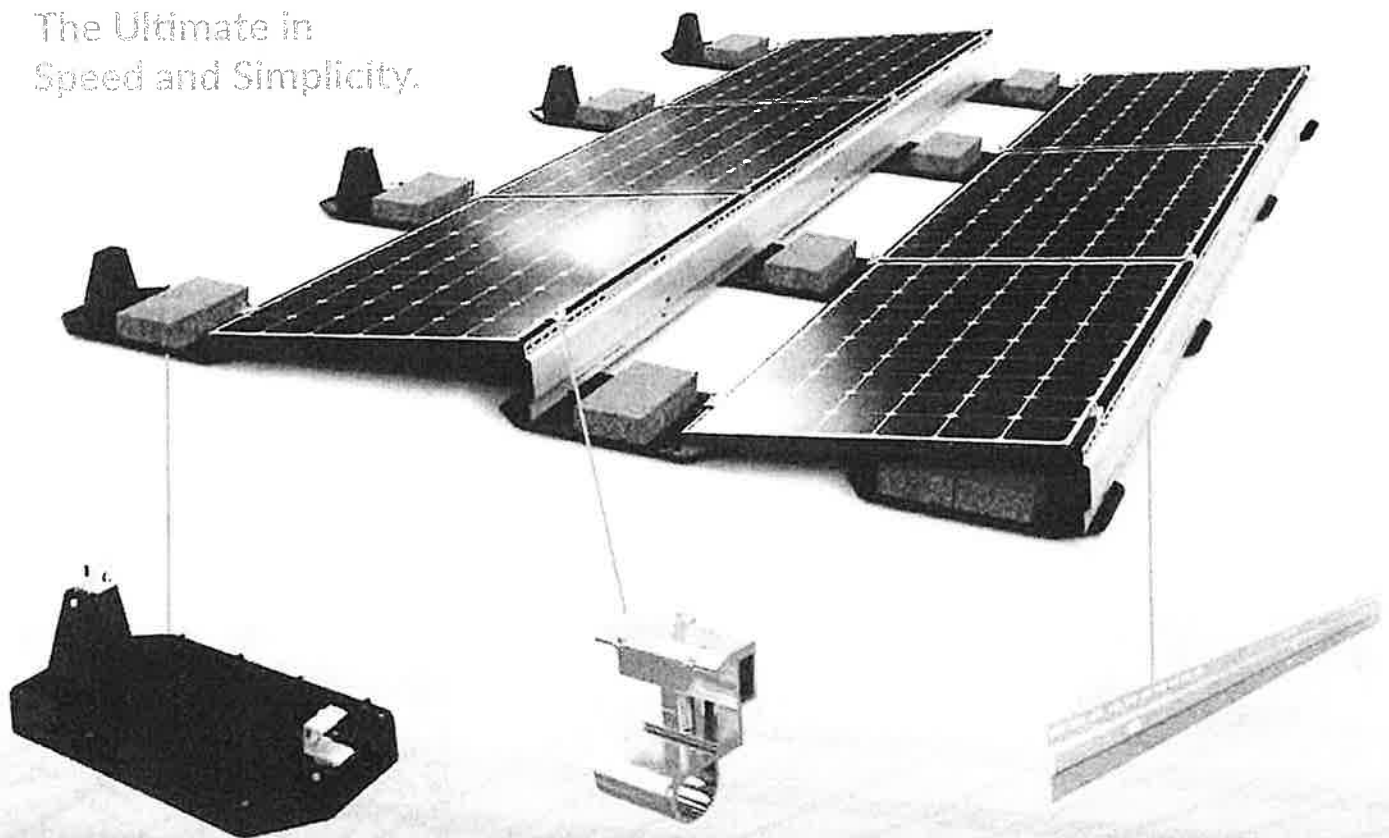
# EcoFoot2<sup>®</sup>+

Ballasted Racking System

## Installer-Preferred for Low-Slope Roofs

Three Main Components.

The Ultimate in  
Speed and Simplicity.



### Base

UL listed ASA based resin is a durable material commonly used for automotive and construction products. Wire Clips are built-in for easy wire management. Class A fire rated and UL2703 Certified.

### Universal Clamp

The pre-assembled universal Clamp is ready to go right out of the box. Simply drop the Clamp into the Base. Integrated Bond Pin achieves integrated grounding without the use of grounding washers. Fits 30-50mm module frames with a single component.

### Wind Deflector

Corrosion-resistant wind deflector on every module helps minimize uplift, reduce ballast requirements and carries UL2703 validated ground path from modules and racking components.



Solar

Contact: 740.249.1877 | [sales@ecolibriumsolar.com](mailto:sales@ecolibriumsolar.com) | [www.ecolibriumsolar.com](http://www.ecolibriumsolar.com)

# Pure Performance

## Unbeatable, Right Out of the Box.

No other racking products install flat roof arrays better than EcoFoot2+ Racking Solution. Installers prefer EcoFoot2+ because it's fast, simple, and durable. The line-up is unbeatable:

- Ready-to-go, preassembled components and simple installation
- No PV panel prep required: bases self-align
- Low-effort roof layout, just two chalk lines required
- No training required, 5-minute learning curve

## Master the Most Challenging Rooftop



### System Benefits

- Low part count
- Rapid system deployment
- Preassembled Universal Clamp
- Increased design flexibility
- More ballast capacity
- Simplified logistics
- Ship up to 50kW per pallet

### Validation Summary

- Certified to UL2703 Fire Class A for Type I and II modules
- Certified to UL2703
- Grounding and Bonding
- Wind tunnel tested to 150mph
- SEAOC seismic compliant
- CFD and structurally tested
- DNV GL rated at 13.5 panels per installer-hour

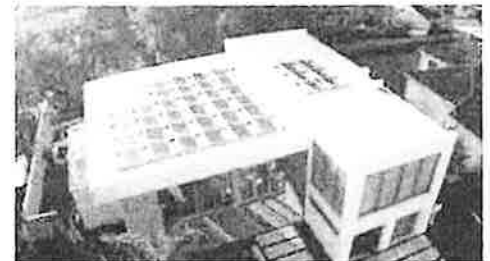
Each module base supports  
30kW of power delivered  
on a standard pallet

### Technical Specifications

Dimensions: 26.5" L x 18.25" W x 8.3" H  
Typical System Weight: 3.5-6 lbs. per sq. ft.  
Module orientation: Landscape/Portrait  
Tilt angle: Landscape 10°/Portrait 5°  
Module inter-row spacing: 18.9"  
Roof pitch: 0° to 7°  
Clamping range: 30-50mm  
Ballast requirements: 4" x 8" x 16"  
Warranty: 25 years  
Slip sheets: not required by Écolibrium Solar.  
If required by roofer, use 20"x29" under Base.



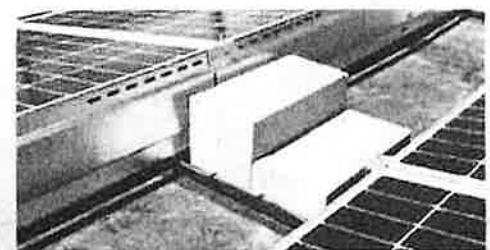
Commercial



Residential



Design Flexibility



Wire Management Built-In



Écolibrium  
Solar

740-249-1877 | [www.ecolibrumsolar.com](http://www.ecolibrumsolar.com)  
507 Richland Avenue, Athens, OH 45701

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EcoFoot2+ Sales Sheet v2.1 12/19/19

# **NEW BUSINESS**

45 Five Mile Woods Road  
Catskill, NY 12414

Phone 518-943-4502  
Fax 518-943-6532  
Web [www.uhy-us.com](http://www.uhy-us.com)

INDEPENDENT ACCOUNTANT'S REPORT  
ON APPLYING AGREED-UPON PROCEDURES

To the Town of Chatham Town Supervisor and Board Members:

We have performed the procedures enumerated below on the Town of Chatham Justice Court records for the year ended December 31, 2020. The Town of Chatham Town Justices are responsible for the Justice Court's records.

The Town of Chatham Town Supervisor has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose pursuant to the Uniform Justice Court Act 2019-a for the Town of Chatham Justice Court records for the year-ended December 31, 2020. This report may not be suitable for any other purpose. The procedures performed may not address all of the items of interest to a user of this report and may not meet the needs of all users of this report and, such as, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1. Obtain the Town Justices' cashbook report for two months, verify that there are no receipts that are out of order or missing. If a receipt is missing determine that there is proper documentation as to why it is missing.

Findings: Obtained reports for January and November 2020 for both Justices. Obtained proper documentation for the following voided receipts.

- For Justice Forster for November 2020 2 receipts were missing from the cashbook report; B16102, B16140.
- For Justice Rosen for November 2020 1 receipt was missing from the cashbook report; R3726.

2. Agree that the reportable money received plus the bail applied on the cashbook reports for the two months equals what was reported on the corresponding NYS AC-1030 reports.

Findings: No exceptions.

3. Trace 8 receipts reported for the two months on the cashbook reports to the corresponding NYS AC-1030 reports and agree receipts to Town Court Justice docket dispositions and case files.



Findings: No exceptions.

4. Agree that all cash deposits listed on the cashbook report for the two months are deposited timely, within 72 hours, tracing them to the bank statements.

Findings: Obtained reports for January and November 2020 for both Justices.

- For Justice Forster for November, receipts from 11/6/20 for \$175 weren't deposited until 11/18/20, an 8 business day lag.
  - For Justice Rosen for November 2020 receipts from 11/9/20 for \$525 weren't deposited until 11/18/20, a 7 business day lag. And, receipts from 11/6/20 for \$225 weren't deposited until 11/18/20, an 8 business day lag.
5. Agree that for the two months selected that the bank reconciliations reconcile to the cash register, mathematically recalculate the reconciliations, and verify that they are reconciled within 30 days after bank statements are received.

Findings: No exceptions.

6. Agree that for the two months selected that the reconciliations of any remaining funds were completed, agree the balance to supporting documentation and mathematically recalculate the reconciliations of the remaining funds.

Findings: No exceptions.

7. Agree that for the two months selected that the NYS AC-1030 reports were filed to the Justice Court Fund timely (by the 10th of the following month).

Findings: No exceptions.

8. Agree that for the two months selected that pre-numbered checks are used, and the issued checks were signed by the Justices.

Findings: No exceptions.

9. Inquire if the court had received any notices regarding late reporting. If yes, inquire why the reports were late and what corrective actions were taken.

Findings: No exceptions.

We were engaged by the Town of Chatham Supervisor to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively on the Justice Court records and reports. Accordingly, we do not

express such an opinion or conclusion. Had we performed additional procedures; other matters might have come to our attention that would have been reported to you.

We are required to be independent of Town of Chatham Justices and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Town of Chatham Supervisor and Town Board and is not intended to be and should not be used by anyone other than those specified parties.

*UHY* LLP

Catskill, New York  
February 28, 2024

45 Five Mile Woods Road  
Catskill, NY 12414

Phone 518-943-4502  
Fax 518-943-6532  
Web [www.uhy-us.com](http://www.uhy-us.com)

INDEPENDENT ACCOUNTANT'S REPORT  
ON APPLYING AGREED-UPON PROCEDURES

To the Town of Chatham Town Supervisor and Board Members:

We have performed the procedures enumerated below on the Town of Chatham Justice Court records for the year ended December 31, 2021. The Town of Chatham Town Justices are responsible for the Justice Court's records.

The Town of Chatham Town Supervisor has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose pursuant to the Uniform Justice Court Act 2019-a for the Town of Chatham Justice Court records for the year-ended December 31, 2021. This report may not be suitable for any other purpose. The procedures performed may not address all of the items of interest to a user of this report and may not meet the needs of all users of this report and, such as, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1. Obtain the Town Justices' cashbook report for two months, verify that there are no receipts that are out of order or missing. If a receipt is missing determine that there is proper documentation as to why it is missing.

Findings: Obtained reports for June and October 2021 for each Justice. Obtained proper documentation for the following voided receipts.

- For Justice Forster for October 2021 2 receipts were missing from the cashbook report; B16953, B16954.
- For Justice Rosen for June 2021 1 receipt was missing from the cashbook report; R4262.
- For Justice Rosen for October 2021 3 receipts were missing from the cashbook report; R4447, R4457 and R4482.

2. Agree that the reportable money received plus the bail applied on the cashbook reports for the two months equals what was reported on the corresponding NYS AC-1030 reports.

Findings: No exceptions.

3. Trace 8 receipts reported for the two months on the cashbook reports to the corresponding NYS AC-1030 reports and agree receipts to Town Court Justice docket dispositions and case files.

Findings: No exceptions.

4. Agree that all cash deposits listed on the cashbook report for the two months are deposited timely, within 72 hours, tracing them to the bank statements.

Findings: No exceptions.

5. Agree that for the two months selected that the bank reconciliations reconcile to the cash register, mathematically recalculate the reconciliations, and verify that they are reconciled within 30 days after bank statements are received.

Findings: No exceptions.

6. Agree that for the two months selected that the reconciliations of any remaining funds were completed, agree the balance to supporting documentation and mathematically recalculate the reconciliations of the remaining funds.

Findings: No exceptions.

7. Agree that for the two months selected that the NYS AC-1030 reports were filed to the Justice Court Fund timely (by the 10th of the following month).

Findings: No exceptions.

8. Agree that for the two months selected that pre-numbered checks are used, and the issued checks were signed by the Justices.

Findings: No exceptions.

9. Inquire if the court had received any notices regarding late reporting. If yes, inquire why the reports were late and what corrective actions were taken.

Findings: No exceptions.

We were engaged by the Town of Chatham Supervisor to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively on the Justice Court records and reports. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures; other matters might have come to our attention that would have been reported to you.

We are required to be independent of Town of Chatham Justices and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Town of Chatham Supervisor and Town Board and is not intended to be and should not be used by anyone other than those specified parties.

*UHY* LLP

Catskill, New York  
February 28, 2024

45 Five Mile Woods Road  
Catskill, NY 12414

Phone 518-943-4502  
Fax 518-943-6532  
Web [www.uhy-us.com](http://www.uhy-us.com)

INDEPENDENT ACCOUNTANT'S REPORT  
ON APPLYING AGREED-UPON PROCEDURES

To the Town of Chatham Town Supervisor and Board Members:

We have performed the procedures enumerated below on the Town of Chatham Justice Court records for the year ended December 31, 2022. The Town of Chatham Town Justices are responsible for the Justice Court's records.

The Town of Chatham Town Supervisor has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose pursuant to the Uniform Justice Court Act 2019-a for the Town of Chatham Justice Court records for the year-ended December 31, 2022. This report may not be suitable for any other purpose. The procedures performed may not address all of the items of interest to a user of this report and may not meet the needs of all users of this report and, such as, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1. Obtain the Town Justices' cashbook report for two months, verify that there are no receipts that are out of order or missing. If a receipt is missing determine that there is proper documentation as to why it is missing.

Findings: Obtained reports for June and July 2022 for each Justice. Obtained proper documentation for missing receipts.

- For Justice Rosen for June 2022 1 receipt was missing from the cashbook report; R5074.
- For Justice Rosen for July 2022 1 receipt was missing from the cashbook report; R5108.

2. Agree that the reportable money received plus the bail applied on the cashbook reports for the two months equals what was reported on the corresponding NYS AC-1030 reports.

Findings: No exceptions.

3. Trace 8 receipts reported for the two months on the cashbook reports to the corresponding NYS AC-1030 reports and agree receipts to Town Court Justice docket dispositions and case files.

Findings: No exceptions.

4. Agree that all cash deposits listed on the cashbook report for the two months are deposited timely, within 72 hours, tracing them to the bank statements.

Findings: No exceptions.

5. Agree that for the two months selected that the bank reconciliations reconcile to the cash register, mathematically recalculate the reconciliations, and verify that they are reconciled within 30 days after bank statements are received.

Findings: No exceptions.

6. Agree that for the two months selected that the reconciliations of any remaining funds were completed, agree the balance to supporting documentation and mathematically recalculate the reconciliations of the remaining funds.

Findings: No exceptions.

7. Agree that for the two months selected that the NYS AC-1030 reports were filed to the Justice Court Fund timely (by the 10th of the following month).

Findings: No exceptions.

8. Agree that for the two months selected that pre-numbered checks are used, and the issued checks were signed by the Justices.

Findings: No exceptions.

9. Inquire if the court had received any notices regarding late reporting. If yes, inquire why the reports were late and what corrective actions were taken.

Findings: No exceptions.

We were engaged by the Town of Chatham Supervisor to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively on the Justice Court records and reports. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures; other matters might have come to our attention that would have been reported to you.

We are required to be independent of Town of Chatham Justices and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Town of Chatham Supervisor and Town Board and is not intended to be and should not be used by anyone other than those specified parties.

*UHY* LLP

Catskill, New York  
February 28, 2024



## LEASE AGREEMENT FOR OFFICE SPACE

**THIS LEASE AGREEMENT**, is made and entered into on August 1, 2024 through July 31, 2025 (“Effective Date”), by and between the Village of Chatham (“Lessor”) and the Town of Chatham (“Lessee”).

**WHEREAS**, Lessor is the owner of the Tracy Memorial Building (“Building”) located in Chatham, New York;

**WHEREAS**, Lessee desires to lease space in the Building to conduct its Town Court, and related activities; and

**WHEREAS**, the Lessor and Lessee wish to enter into an agreement for the lease of a portion of the Building,

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, Lessor and Lessee agree as follows:

1. **The Premises.** Lessor hereby agrees to lease to Lessee, and Lessee hereby leases from Lessor, the following described premises:
  - a) Approximately 2,200 square feet of floor space on the second floor of the Building located at 77 Main Street, Chatham, New York. The demised area includes office and courtroom space. The Lessee shall have exclusive possession and control of the office space at all times, and exclusive possession and control of the courtroom space on Town Court nights, and shall have the top priority for use at all other times. The Lessor reserves the right to use the courtroom space during other times with prior notice to the Lessee.
2. **Use.** Lessee shall use and occupy said Premises for the purpose of conducting the Town of Chatham’s Town court and all business related thereto, and for other reason.
3. **Term.** The term of this Lease shall commence on the Effective Date and shall continue for a period of one (1) year thereafter, unless sooner terminated as provided in this Lease.
4. **Rent.** Lessee agrees to pay Lessor a minimum monthly rent during the term of this Lease in the amount of \$1,650 per month, payable on the first day of each month during the term of this Lease. Any rent not paid within ten (10) days of the due date shall be subject to a five percent (5%) late charge.
5. **Parking.** It is agreed that Lessee shall have the exclusive right to use two (2) parking spaces without charge, throughout the original term of this lease and any renewal term. These designated parking spaces will be marked with the name Town of Chatham and shall be located behind the Building.

6. **Alterations by Lessee.** Lessee agrees that there will be no alterations to the Premises without the prior written consent of the Lessor. Lessor has heretofore agreed that the Lessee shall be and hereby is authorized to install security doors to the office space and shall install other necessary security devices and fixtures, at the Lessee's expense.
7. **Lien.** Lessee agrees to keep Premises free from mechanics, materialmen's judgment, tax and other liens arising out of any construction or other work done for, or debts incurred by Lessee.
8. **Indemnification.** Lessee hereby agrees to indemnify, defend, and hold harmless Lessor, its successors, assigns, subsidiaries, directors, officers, agents and employees from and against any and all damage, loss, liability or expense including, but not limited to, attorney's fees and legal costs suffered by same directly or by reason of any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death arising any time therefrom and property damage sustained by such person or persons which arises out of, is occasioned by or attributable to the use or occupancy of the Premises by the Lessee, the acts or omission of the Lessee, its subtenants, licensees, concessionaires, agents, employees or any other contractors brought onto the Premises by the Lessee, or any breach or default in the performance of any obligation on Lessee's part to the performed under the terms of this Lease, except to the extent caused by the gross negligence or the willful misconduct of Lessor, its employees and agents.
9. **Insurance.** Lessee shall, at Lessee's own expense, obtain and keep in full force, and effect, during the term of this lease for the protection of Lessee and Lessor (as additional insured) against any claim for bodily injury and or property damage arising out of the use and occupancy of the Premises and all areas appurtenant thereto. Lessee shall furnish to Lessor a Certificate of Commercial General Liability Insurance, and a Certificate of Renewal of such insurance from time to time throughout the term of this Lease, insuring Lessees against liability for personal injury in the amount of at least \$1,000,000 per accident, and against liability for property damage in the amount of \$1,000,000 per occurrence. Such Certificates shall state that the insured's brokers or insurers will use their best efforts to provide the certificate holder with thirty (30) days advance notice of the cancellation non-renewal or material modification of the coverage's evidenced herein. Lessee shall assure that Lessor is named as an additional insured on such policy or policies of insurance. All requirements in this paragraph shall be reciprocal and the Lessor shall maintain the same insurance and shall have the same duties and responsibilities to the Lessee as set forth hereinabove.
10. **Fixtures and Personal Property.** Any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Premises, Building, or Parcel by or at the expense of Lessee shall be and remain the property of Lessee and Lessor agrees that Lessee shall have the right to remove any and all of such property prior to the expiration or termination of this Lease, so long as no default exists under this Lease. Lessee agrees that it will, at its expense repair any damage occasioned to the Premises by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.

11. **Repairs and Maintenance.** Lessor agrees that it shall, at its cost and expense, maintain the parking area described in Paragraph 5, the Parcel on which the Premises are located, the Building in which the Premises are located, and the Premises, and every part of them, in good, first class condition, including but not limited to plowing and maintenance of the parking area, except that Lessee shall make any repairs or replacements necessitated by damage caused by the Lessee or its employees, agents, invitees, or visitors. Provided, however, if Lessee fails to make any such repairs or replacements promptly, Lessor may, at its sole option, make the repairs or replacements after at least ten (10) days prior written notice to Lessee, and Lessee shall repay the cost of the repairs or replacements to Lessor on demand.
12. **Entry by Landlord.** Subject to Lessee's security and safety, Lessor reserves, and shall during reasonable business hours have, the right to enter the Premises to inspect the same, to exhibit said Premises to prospective lenders, purchasers or tenants, to make repairs, alterations and improvements, or use the courtroom area when not in use by Lessee, as described in Section 1. Unless in an emergency, Lessor shall first give reasonable notice of its intent to enter the Premises and obtain Lessee's prior consent. In the event of an emergency, Lessor shall have the right to use any and all means which Lessor may deem proper to open all doors in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Lessee's personal property located on such Premises.
13. **Default.** The following shall constitute events of default:
- a) If Lessee shall fail to pay any rent on the due date thereof and such default shall continue for a period of ten (10) days after written notice by Lessor to Lessee of such default, or
  - b) Lessee shall fail to comply with any term, provision or covenant of the Lease and shall fail to remedy such failure within twenty (20) days after notice from Lessor or if such failure complained of shall be of a nature that the same cannot be completely cured and remedied within said twenty (20) day period, and Lessee shall not (i) promptly upon the giving by Lessor of such notice advise Lessor of Lessee's intention to institute all steps necessary to remedy such situation, and (ii) promptly institute and thereafter diligently pursue all steps necessary to remedy the same.
  - c) If an action or proceeding is commenced by or against the Lessee under the federal bankruptcy laws or any other federal or state insolvency laws and in the event of an involuntary action or proceeding the same is not discharged within sixty (60) days after commencement.
  - d) If Lessee fails to maintain the insurance policy and coverage(s) required herein within seven (7) days of being notified by Lessee's insurance company that their coverage has lapsed.
14. **Lessor's Remedies Upon Lessee's Breach or Default.** If the Lessee defaults in fulfilling any of the covenants or terms of this Lease, or if the Premises become vacant or deserted, then, in any one or more of such events, Lessor shall have the following remedies in addition to all other rights and remedies afforded by law and/or by this agreement:

- a) **Reentry.** Lessor may reenter the Premises immediately and remove all of Lessee's personal property therefrom. Lessor may store the property in a public warehouse or at another place of its choosing at Lessee's expense.
  - b) **Termination.** After reentry, Lessor may terminate the Lease on giving five (5) days written notice of termination to Lessee. Reentry only, without notice of termination, will not terminate the Lease.
15. **Default by the Lessor.** In the event the Lessor defaults in the performance of any one or more of its obligations hereunder and such default continues for thirty (30) days after the Lessee shall have given the Lessor notice that such default exists (except that if the Lessor cannot reasonably cure any such default within such thirty (30) day period such period shall be extended for a reasonable time, provided that the Lessor shall commence to cure such default within such period and proceeds continuously and diligently thereafter to effect such cure) such will constitute an Event of Default hereunder.
16. **Subordination.** This Lease shall be superior in lien to all mortgages placed on the Leased Premises after the date hereof. The Lessor shall not place any mortgage on the Leased Premises after the date hereof unless such mortgage is expressly subordinate to the Lease any extensions and modifications thereof without the written consent of the Lessee.
17. **No Waiver.** No waiver by either party of any term or condition of this Lease will be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Lease. Making payments pursuant to this Lease during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defense of the party making such payment.
18. **Estoppel Certificates.** At any time and from time to time, either Party shall, upon twenty (20) days prior written request by the other, deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, in effect as modified and setting forth the modifications and the dates thereof), the dates to which rent and other charges have been paid thereunder, and stating whether or not, to the knowledge of the party requesting such certificate the requesting party is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default and whether there are any counterclaims.
19. **Utilities.** Lessor agrees to provide, at its expense, to or for the Premises, adequate heat, electricity, water, replacement light tubes, trash removal service, and sewage disposal service, in such quantities and at such times as is necessary to Lessee's comfortable and reasonable use of the Premises.
20. **Maintenance of Clean and Sanitary Condition—Janitorial Service.** Lessee agrees to keep the leased Premises in a clean and sanitary condition, and shall provide janitorial service, at lessee's cost, as may be necessary for such purpose.

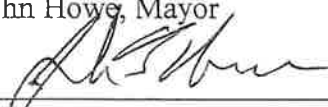
21. **Interruption of Utilities/Services.** In the event of any interruption or malfunction for any reason of any utility or service to the Premises or Building, Lessor shall use reasonable diligence to restore the utility or service. However, any such interruption or malfunction, if restored within a reasonable time, shall not entitle Lessee to be relieved from any of its obligations under this Lease, or grant Lessee the right of set-off or recoupment of rent, or be considered a breach by Lessor, or entitle Lessee to any damages. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of Lessor cease to function properly, Lessor shall use reasonable diligence to repair the machinery or equipment promptly, but Lessee shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned by or resulting from any such breakdown or cessation for the length of time reasonably required for repair.
22. **Destruction of Premises.** If at any time during the term of this Lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed in a way that does not render the Premises unfit for the conduct of Lessee's business or that does not injure Lessee's business, Lessor shall promptly and through the exercise of reasonable diligence repair the damage and restore the Premises, at Lessor's expense, to the condition in which the Premises existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.
23. **Acceptance of Premises by Lessee.** Lessee has inspected the Premises and accepts the same "As Is" in its present condition. By entering into occupancy of any part of the Premises, Lessee shall be conclusively deemed to have agreed that Lessor has performed all of its obligations hereunder with respect to the Premises and that such Premises are in satisfactory condition as of the date of such occupancy.
24. **Lessee Deposits.** No security deposit is required with this Lease agreement.
25. **Assignment and Subletting.** Lessee shall not assign this Lease, or sublet all or any portions of the Premises without the prior written consent of Lessor. Absent such consent, any act or instrument purporting to do so shall be null and void.
26. **Governing Law.** This Lease shall be governed by, construed and enforced in accordance with the Laws of the State of New York.
27. **Entire Agreement.** This Lease contains the entire agreement between the parties, any executor agreement hereinafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such executor agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
28. **Severability.** If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

29. **Relationship of the Parties.** Nothing herein shall be construed to create an employer /employee or joint venture relationship between the Lessor and Lessee or between the Lessor and Lessee's employees or professional contractors.
30. **Performance of Covenants.** No failure of Lessor or Lessee to insist upon the strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other payment during the continuance of any such breach, shall constitute a waiver of any such breach or any such covenant, agreement, term or condition as set forth herein.
31. **Force Majeure.** Lessor shall not be required to perform any term, condition, covenant in this Lease so long as such performance is delayed or prevented by acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, or any other cause not reasonably within the control of Lessor, and which by exercise of due diligence, Lessor is unable, wholly or in part, to prevent or overcome
32. **Authority of Parties.** Each individual executing this Lease on behalf of its principal represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said party.
33. **Notices.** Any notice or other communication under this Lease shall be in writing and shall be sent by certified mail return receipt requested or by hand or by a nationally recognized overnight delivery service addressed to the party for whom intended at its address set forth on the signature page hereof, or to such other address as such party shall have designated by notice or the other in the manner herein prescribed. Any such notice or communication shall be deemed given when delivered or refused or when delivery is attempted on a business day or in the case of a mailing by certified mail return receipt requested on the third day after mailing. Notice may be given by the attorneys for the parties on behalf of the parties.

IN WITNESS WHEREOF, the Lessor and Lessee have respectively signed and sealed this Lease as of the date and year first above written.

LESSOR  
VILLAGE OF CHATHAM

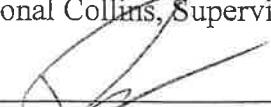
John Howe, Mayor

  
\_\_\_\_\_  
Signature

6-11-24  
Date

LESSEE  
TOWN OF CHATHAM

Donal Collins, Supervisor

  
\_\_\_\_\_  
Signature

6/12/2024  
Date

From Tal Rappleyea

Hello All:

I've been analyzing the Mobile Home Law on and off since the meeting, because it is going to be (or could be) substantially more complicated, depending on how deep of a dive you want me to take on it.

As a first step, attached is our law as it stands, with color coding on it.

No color means it is fine.

Green means it needs to be updated, but there is nothing blatantly wrong.

Yellow means it really needs updating, but could wait for the ZURC to finish, if you would rather.

Red means it is blatantly contrary to NYS Law and should either be deleted or substantially modified immediately.

Thus, my question is: How much do you want me to do now? Do a complete overhaul? Or just fix the red and those few things associated with it? Or something in the middle?

#### § 151-1 Title.

This chapter shall be known as the "Mobile Home Ordinance of the Town of Chatham."

#### § 151-2 Purpose.

The purpose of this chapter is to promote the health, safety, morals and general welfare of the community, including the protection and preservation of the property of the Town of Chatham and of its inhabitants, by establishing specific requirements and regulations governing the occupancy and maintenance of mobile homes and mobile home parks.

#### § 151-3 Definitions.

For the purpose of this chapter, the following words, terms and phrases shall have the meanings ascribed to them in this section:

#### MOBILE HOME

Any vehicle which is designed to be transported on its own wheels or those of another vehicle, which is used, designed to be used and capable of being used as a detached single-family residence and which is intended to be occupied as permanent living quarters containing sleeping accommodations, a flush toilet, a tub or shower, kitchen facilities and plumbing and electrical connections for attachment to outside systems.

#### MOBILE HOME LOT

A designated site of specific total land area which is located within a mobile home park for the accommodation of one mobile home and its occupants.

#### MOBILE HOME PARK

Any parcel of land which is planned and improved for the placement of two or more mobile homes which are used as dwellings and for occupancy of more than 90 consecutive days.

#### MOBILE HOME STAND

A durable surface located on a mobile home lot which is to be used for the placement and capable of supporting a mobile home.

#### § 151-4 Licenses required for mobile home parks

No person, partnership, association or corporation, being the owner or occupant of any land within the Town of Chatham, shall use or allow the use of such land for a mobile home park, unless a license has been obtained as herein provided.

##### A. Issuance of license.

(1) The Town Code Enforcement Officer of the Town of Chatham shall issue a license to be effective from the day of issuance for a period of one year.

(2) No license will be issued until the Town Clerk has received:

(a) A written application from the applicant.

(b) The required fee as herein provided.

(c) Approval of the application by the Columbia County Department of Health (or the New York State Department of Health District Office).

(d) Approval by the Town Code Enforcement Officer.

(e) A resolution from the Town Board approving the issuance of the license.

(3) No license shall be transferable or assignable.

##### B. Supplemental license.

(1) Any person holding a license for a mobile home park and desiring to add additional lots to such parks shall file an application for a supplemental license.

(2) The application for such supplemental license must be accompanied by three sets of plans and specifications as required by § 151-6 of this chapter. The application for a supplemental license shall be filed and handled according to the procedure established in this section.

(3) When approved according to the provisions of Subsection A(2) of this section, and upon the receipt of the required fee, the Town Code Enforcement Officer shall issue a supplemental license which will be effective from the date of issuance for a period of one year.

##### C. License renewal



(1) An application for the renewal of any mobile home park license which was issued in accordance with the provisions of this chapter must be filed with the Town Clerk on or before the first day of the month preceding the expiration of the license.

(2) The renewal application shall not be accompanied by a plan of the park unless changes have been made to it.

(3) Upon the approval of the Town Code Enforcement Officer and by resolution of the Town Board, the Town Code Enforcement Officer shall issue a renewal license to be effective upon the expiration of the previous license and continue in force for a period of one year.

(4) At the time the renewal license is issued, the applicant shall pay the required fee.

(5) No renewal license shall be transferable or assignable.

D. License fees. All fees for any application, permit or license required hereunder shall be in such amounts as set from time to time by resolution of the Town Board.

[Amended 5-5-1994 by L.L. No. 2-1994]

#### § 151-5 Application procedure.

Each application for a mobile home park license shall be in writing and signed by the applicant.

A. The application and related information shall be filed with the Town Clerk in triplicate.

B. The Town Clerk shall transmit one copy of the application to the Town Code Enforcement Officer. The Town Clerk shall refer one copy of the application to the Town Planning Board for review and report prior to final action by the Town Board in accordance with the provisions § 274 of the Town Law.[1] The Town Clerk shall place a notice in the official town newspaper or newspapers to effect that such an application has been filed.

[1]Editor's Note: Section 274 of the Town Law was repealed by L.1992, c. 663, § 1, effective July 1, 1993. See now § 271 of the Town Law.

C. The Town Code Enforcement Officer shall check the application for compliance with the minimum requirements as established by the rules and regulations of the New York State Department of Health, the Columbia County Department of Health, the Town of Chatham and the Sanitary Code of the State of New York. The Town Code Enforcement Officer shall, after such investigation, transmit the certified application to the Town Board, together with his written findings as whether the application satisfies or does not meet the minimum health and sanitary standards, within 30 days after the date of filing the application with the Town Clerk.

D. Upon receipt of the application from the Town Clerk, the Town Planning Board shall review the general arrangement of the mobile home park. This shall include a review of: location and width of streets; the location, size and arrangement of lots; the location of other structures within the park or camp; the location of entrances and exits; and the location, type and extent of landscaping and screening materials. The Planning Board shall transmit the application back to the Town Board, together with its written findings, within 30 days of receipt of the application. Failure to act within 30 days of receipt of the application shall be deemed approval by the Town Planning Board.

E. The Town Board shall review the findings of the Town Code Enforcement Officer and the Town Planning Board and, by resolution, indicate its approval or disapproval of the application within 60 days of the date of filing the application with the Town Clerk. The application shall be returned to the Town Clerk, and the applicants notified in writing by the Town Clerk of the decision rendered within five days of the date of such decision.

F. If the application is disapproved, the applicant shall have the right to appear before the Town Board for a hearing.

#### § 151-6 Application data.

A. Each application shall be accompanied by three complete sets of plans which are prepared by a surveyor, engineer or other qualified person.

B. The plans shall be drawn to scale of 20, 40 or 50 feet to one inch, shall include the date, North point and scale and shall furnish the following information:

##### (1) Legal data

(a) The name and address of the applicant; or the name and address of each partner if the applicant is a partnership; or the name and address of each officer and director if the applicant is an association or corporation.

(b) The description of the land that is proposed to be used as a mobile home park, together with a map showing its location in the town.

(c) The number of lots to be provided in such park.

##### (2) Physical features

(a) Contours at two-foot intervals.

(b) Location of watercourses, marshes and areas subject to flooding.

(c) Wooded areas.

##### (3) Existing development

(a) A location map which shows all land within 300 feet of the proposed park and all structures on the land which abuts the proposed park.

(b) The location, names and widths of all adjacent streets.

(c) The location of all water lines and utilities within and adjacent to the proposed site.

##### (4) Proposed development

(a) The location and widths of all entrances, exits, streets and walkways.

(b) The location, size and arrangement of each lot within the park.

(c) The method and plan for electric lighting.

(d) The location and plan of all proposed structures and improvements.

(e) Any proposed grading and plans for landscaping.

(f) Any proposed stormwater drainage.

(g) Any proposed utilities.

(h) Any public improvements proposed by the town in or adjoining the proposed park.

(i) Existing zoning.

#### § 151-7 Requirements for mobile home parks.

##### A. Site.

(1) The park shall be located in areas where grades and soil conditions are suitable for use as mobile home sites.

(2) The park shall be located on a well-drained site which is properly graded to ensure rapid drainage and be free at all times from stagnant pools of water.

(3) The park shall be free from heavy or dense growth of brush and woods.

(4) The park shall be at least two acres in size, 100 feet frontage on a public road.

(5) No mobile home park shall be so situated within the Town of Chatham so that it shall be located closer than two miles to any other mobile home park in said town.[1]

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

##### B. Mobile home lot.

(1) Each mobile home park shall be marked off into mobile home lots.

(2) The total number of mobile home lots in a mobile home park shall not exceed four per gross acre.[2]

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

(3) Each mobile home lot shall have a total area of not less than 10,000 square feet with a minimum dimension of 50 feet.[3]

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

(4) The maximum number of mobile home lots permitted in any single mobile home park shall be 100.[4]

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

##### C. Mobile home placement.

(1) Any mobile home shall not be parked or otherwise located nearer than a distance of:

(a) At least 30 feet from an adjacent mobile home in any direction.

(b) At least 50 feet from an adjacent property line.

(c) At least 100 feet from right-of-way line of public street or highway.

(d) At least ten feet from the nearest edge of any roadway location within the park.

(2) Only one mobile home shall be permitted to occupy any one mobile home lot.

(3) No utility or storage shed shall be placed on a mobile home lot closer than four feet to an adjacent lot or boundary line.

[Added 7-11-1991 by L.L. No. 1-1991]

(4) A deck or porch may be constructed and added to an individual mobile home, provided that the same does not extend closer than six feet to an adjacent lot or boundary line. No deck or porch may be constructed unless a building permit for the same has been obtained from the Town Code Enforcement Officer upon the payment of a fee based upon the schedule of fees required under the town's Fire Prevention and Building Code.

[Added 7-11-1991 by L.L. No. 1-1991]

#### D. Mobile home stand.

(1) Each mobile home lot shall have a mobile home stand which will provide for the practical placement on and removal from the lot of both the mobile home and its appurtenant structures and the retention of the home on the lot in a stable condition.

(2) The stand shall be of sufficient size to fit the dimensions of the anticipated mobile home and their appurtenant structures or appendages.

(3) The stand shall be constructed of an appropriate material which is adequate for the support of the maximum anticipated loads.

[Amended 10-14-1993 by L.L. No. 5-1993]

(4) The stand shall be suitably graded to permit rapid surface drainage.

#### E. Accessibility

(1) Each mobile home park shall be easily accessible from an existing public highway or street.

(2) Where a mobile home park has more than 16 mobile homes, two points of entry and exit shall be provided, but in no instance shall the number of entry and exit points exceed four.

(a) Such entrances and exits shall be designed and strategically located for the safe and convenient movement into and out of the park and to minimize friction with the free movement of traffic on a public highway or street.

(b) All entrances and exits shall be at right angles to the existing public highway or street.

(c) All entrances and exits shall be free of any material which would impede the visibility of the driver on a public highway or street.

(d) All entrances and exits shall be of sufficient width to facilitate the turning movements of vehicles with mobile homes attached.

(3) Each park shall have improved streets to provide for the convenient access to all mobile home lots and other important facilities within the park. Streets shall be improved to at least meet Erwin Plan specifications.

(a) The street system shall be so designed to permit the safe and convenient vehicular circulation within the park.

(b) Streets shall be adapted to the topography and shall have suitable alignment and gradient for traffic safety.

(c) All streets shall intersect at right angles.

(d) All streets shall have the following minimum widths:

[1] One-way traffic movement: 12 feet.

[2] Two-way traffic movement: 20 feet.

(e) Except in cases of emergency, no parking shall be allowed on such street.

(4) An improved driveway shall be provided for each mobile home lot. This driveway shall have a minimum width of nine feet.

#### F. Parking.

(1) One off-street parking space shall be provided on each mobile home lot. The parking space shall be of similar construction and grading as the mobile home stand. Such space shall have a minimum width of nine feet and a minimum length of 20 feet.

(2) Additional off-street parking spaces shall be provided at strategic and convenient locations for guests and delivery and service vehicles.

(a) There shall be one additional parking space for each two mobile home lots within the park.

(b) Such parking space shall be provided in bays which shall provide for adequate maneuvering.

#### G. Utilities and service facilities.

(1) The following utilities and services facilities shall be provided in each mobile home park which shall be in accordance with the regulations and requirements of the Columbia County Department of Health, the New York State Department of Health and the Sanitary Code of New York State.

(a) An adequate supply of pure water for drinking and domestic purposes shall be supplied by pipes to all mobile home lots and buildings within the park. All mobile home lots shall be provided with proper water connections.

(b) Each mobile home lot shall be provided with a sewer, which shall be connected to the mobile home situated on the lot, to receive the waste from the shower, tub, flush toilet, lavatory and kitchen sink in such home. The sewer shall be connected to a public or private sewer system so as not to present a health hazard. Sewer connections in unoccupied lots shall be so sealed to prevent the emission of any odors and the creation of breeding places for insects.

(c) Metal garbage cans with tight-fitting covers shall be provided in quantities adequate to permit the disposal of all garbage and rubbish. The cans shall be kept in sanitary condition at all times. The cans shall be located no further than 200 feet from any mobile home lot. Garbage and rubbish shall be collected and disposed of as frequently as may be necessary to ensure that such cans shall not overflow.

(2) Service buildings shall be provided as deemed necessary for the normal operation of the park; however, such buildings shall be maintained by owner or manager of the park in a clean, slightly and sanitary condition.

(3) Each mobile home lot shall be provided with weatherproof electric service connections and outlets which are a type approved by the New York State Board of Fire Underwriters.

#### H. Open space.

(1) Each mobile home park shall provide common open space for the use by the occupants of such park.

(2) Such open space shall be conveniently located in the park. Such space shall have a total area equal to at 10% of the gross land area of the park.

#### I. Landscaping.

(1) Lawn and ground cover shall be provided on those areas not used for the placement of mobile homes and other buildings, walkways, roads and parking areas.

(2) Planting shall be provided to the extent needed in order to provide for the screening of objectionable views, adequate shade and a suitable setting for the mobile homes and other facilities.

(a) Screening planting shall be provided to screen objectionable views. Views which shall be screened include laundry facilities, other nonresidential uses, garage, storage and collection areas, and all abutting yards of adjacent properties.

(b) Other planting shall be provided along these areas within the park which front upon existing public highways and streets to reduce glare and provide pleasant outlooks for the living units.

#### J. Recording.

(1) The owner or operator of each mobile home park shall keep a written record of all persons occupying or using the facilities of such park. This record shall be available for a period of at least one year from date of occupancy.

(2) This record shall include:

(a) The name and address of the occupant of each mobile home.

(b) The name and address of the owner of each mobile home which is not occupied by such owner.

K. The Town Board, prior to the approval of any application for erection of a mobile home park shall require from the applicant as a condition of approval that a performance or cash bond be filed in favor of the town in an amount to be determined by the Town Board to guarantee that the mobile home park shall be constructed in accordance with the plans and all regulations of this chapter.<sup>[5]</sup>

<sup>[5]</sup>Editor's Note: Added at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

§ 151-8 Mobile homes located outside of mobile home parks.

#### A. Prohibition of mobile homes.

(1) No occupied mobile home shall be parked or allowed to remain upon any street, highway or other public place, except that emergency stopping or parking, when caused by mechanical failure, shall be permitted upon the shoulder of any street or highway for a period of not more than 72 hours, subject however to any prohibition or limitation imposed by other regulations or laws.

(2) No occupied mobile home shall hereafter be parked or otherwise placed within the Town of Chatham and outside a licensed mobile home park, except as follows:

(a) The Town Code Enforcement Officer may grant a license, for a period not to exceed one year, to the owner of land within the Town of Chatham who intends to construct on such land a dwelling house for his own occupancy or his employee's occupancy during the construction of such dwellings. Said mobile home shall be removed from the premises upon expiration of the permit.

(b) The Town Code Enforcement Officer may grant a license or licenses to the owner of a farm to set up not more than two mobile homes to be occupied only by full-time farm workers employed by the owner and their families, provided that the mobile homes are located on a lot of at least 100 feet by 150 feet and no closer than 40 feet to the farmhouse or any farm buildings, and provided that the lot is free from drainage problems and fenced off from farm animals; provided, further, that the mobile homes comply with the provisions of Subsections C(1) and (2) of this section, provided that the owner of the farm shall file an application for licenses in compliance with the provisions of Subsection B of this section. Said licenses are not transferable and become void if ownership of the farm changes.

#### B. Mobile home licenses.

(1) The owner of land, as provided for in Subsections A(2)(a) and (b) of this section, must file an application for a license with the Town Clerk.

(2) Each application for a mobile home license shall be in writing and signed by the applicant. This application must state and be accompanied by the following:

(a) The name and address of the applicant.

(b) The location and description of the land.

(c) A plan drawn to scale of not smaller than one inch equals 20 feet. This plan must show the boundaries of the land, the location and plan for the proposed water supply and sewage disposal systems and the location of adjacent properties and structures.

(d) A certified or photostatic copy of the deed to the land which indicates that the applicant is the owner of such land.

(e) A fee as set forth from time to time by the Town Board.<sup>[1]</sup>

[1]Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I). For current fee, see Ch. A190, Fees.

(3) The Town Clerk shall transmit the application to the Town Code Enforcement Officer. Upon receipt, the Town Code Enforcement Officer shall review the application's compliance with the

provisions of this chapter and the requirements of the Columbia County Department of Health. The Town Code Enforcement Officer shall then transmit the application, along with his written findings, to the Town Board.

(4) The Town Board shall receive the application and the findings of the Town Code Enforcement Officer and, by resolution, indicate its approval or disapproval.

(5) The Town Clerk shall notify the applicant of the decision of the Town Board, and the Town Code Enforcement Officer shall issue a license to the applicant if the application was approved.

(6) If the application was disapproved, the applicant shall have the right to appear before the Town Board for a hearing.

#### C. Mobile home requirements.

(1) Any mobile home parked or placed outside a duly licensed mobile home park shall have an adequate supply of pure water for drinking and domestic purposes and a sewage disposal system. Both systems shall satisfy the requirements of Columbia County Department of Health.

(2) No occupied mobile home outside a duly licensed mobile home park shall be parked or placed nearer than:

(a) A distance of at least 50 feet from the nearest right-of-way line of any public highway or street.

(b) A distance of at least 15 feet from an adjacent property line.

(3) Not more than one occupied mobile home shall be placed or parked on a parcel of land which is located outside a licensed mobile home park, except as provided for in Subsection A(2)(b) of this section.

(4) No utility or storage shed shall be placed on a mobile home lot closer than four feet to an adjacent lot or boundary line.

[Added 7-11-1991 by L.L. No. 1-1991]

(5) A deck or porch may be constructed and added to an individual mobile home, provided that the same does not extend closer than six feet to an adjacent lot or boundary line. No deck or porch may be constructed unless a building permit for the same has been obtained from the Town Code Enforcement Officer upon the payment of a fee based upon the schedule of fees required under the town's Fire Prevention and Building Code.

[Added 7-11-1991 by L.L. No. 1-1991]

#### D. Existing mobile homes.

(1) A mobile home which is lawfully in existence prior to the enactment of this chapter but not located in a mobile home park may be continued to be used as living quarters by its occupants, provided that:

(a) The owner of the land shall register such mobile home with the Town Clerk within 30 days of the effective date of this chapter. Such registration shall be accompanied by a description of the parcel of land and shall, in effect, constitute a license.



(b) It meets the requirements of Subsection C(1) of this section.

(2) If the owner of the land desires to substitute a mobile home of superior construction or improve the facilities for the existing mobile home, such owner shall file an application for a license. Such application shall comply to the provisions of Subsection B of this section, with respect to application procedure and requirements, and meet the requirements of Subsection C(1) and (2) of this section.

#### § 151-9 Enforcement.

The Code Enforcement Officer of the Town of Chatham shall enforce all of the provisions of this chapter. Such Town Code Enforcement Officer shall have the right, at all times, to enter and inspect any mobile home park, trailer camp and other premises used for the parking or placement of a mobile home.

#### § 151-10 Revocation of licenses.

##### A. Mobile home park licenses.

(1) If the Town Code Enforcement Officer finds and reports to the Town Board that a mobile home park for which a license has been issued is not being maintained in a clean and sanitary condition or is not being operated in accordance with the provisions of this chapter, the Town Board may, by resolution, authorize the personal service upon the holder of the license of a written order which will require the holder of the license to correct the conditions specified in such order within 10 days after the service of such order.

(2) If the holder of such license shall refuse or fail to correct the condition or conditions specified in such order within 10 days after the personal service of such order, the Town Board may, by resolution, revoke such license, and the holder of the license shall thereupon terminate the operation of such mobile home park.

(3) However, if the owner or operator of such mobile home park shall thereafter correct such conditions and bring the mobile home park into compliance with this chapter, such owner may then apply for the issuance of a new license for such park, and if the application is approved and a license is granted, the applicant shall pay to the Town Clerk the fee required by this chapter without any credit for the fee paid for the license which was revoked.

##### B. Mobile homes outside of mobile home parks.

(1) If the Town Code Enforcement Officer finds and reports to the Town Board that any mobile home located outside a licensed mobile home park is not being maintained in accordance with the provisions of § 151-8C or 151-8D of this chapter, the Town Board may serve a written order upon the holder of the license and/or the owner of the mobile home and/or the owner of the premises, directing that the condition or conditions therein specified be remedied within 20 days after the date of service of the order.

(2) If such condition or conditions are not corrected within the 20 days, the Town Board may revoke such license. Upon revocation of the license, the water supply and sewage disposal system shall be disconnected, and the mobile home shall be removed from the premises.

#### § 151-11 Penalties for offenses.

[Amended 2-17-1969][1]

Any person violating any of the provisions of this chapter shall be guilty of a violation and, upon conviction thereof, shall be punishable by a maximum fine of \$250 or by a term of imprisonment of not more than 15 days, or both. When a violation of any of the provisions of this chapter is continuous, each week or portion thereof shall constitute a separate and distinct violation.

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

#### § 151-12 Exceptions.

None of the provisions of this chapter shall be applicable to the following:

A. The business of mobile home or travel trailer sales, except that where units are used as living quarters, they shall conform with the provisions of this chapter.

B. The storage or garaging of travel trailers not being used for living or sleeping purposes within a building or structure or to the storage of one unoccupied travel trailer on premises occupied as the principal residence by the owner of such travel trailer; provided, however, that such unoccupied travel trailer shall not be parked or located between the street line and the front building line of such premises. No unoccupied mobile home or travel trailer shall be moved upon premises within the Town of Chatham and used as an accessory building for storage, office space or any purpose other than as living quarters, except as such uses may be authorized pursuant to this section.[1]

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

C. A mobile home or travel trailer located on the site of a construction project, survey project or other similar work project and which is used solely as a field office or work or tool house in connection with such project, provided that such mobile home or travel trailer is removed from such site within 30 days after the completion of such project.

D. A sectional house which is prefabricated in sections, transported to the building site then fastened together, and placed on a permanent and totally enclosed masonry foundation and which has a minimum width of 18 feet for its entire length and contains a minimum of 720 square feet of usable living space.