

# **REQUEST FOR PROPOSAL**

## **SHORT-TERM RENTAL COMPLIANCE SERVICES FOR GREENE COUNTY, NEW YORK**

**Issued By: Acting Clerk of the Greene County Legislature  
411 Main Street, Suite 408  
Catskill, New York 12414  
(518) 719-3270  
[tsciavillo@greencountyny.gov](mailto:tsciavillo@greencountyny.gov)**

**Date Issued: June 13, 2025  
Due Date: July 3, 2025**

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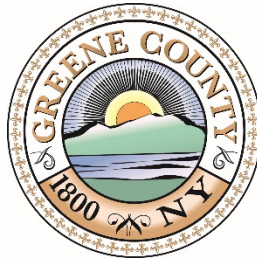
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# INTRODUCTION



## GREENE COUNTY, NEW YORK REQUEST FOR PROPOSALS

**For**

## SHORT-TERM RENTAL COMPLIANCE SERVICES GREENE COUNTY, NEW YORK

**RELEASE DATE:** June 13, 2025

Greene County is interested in soliciting proposals from qualified vendors to provide Short-Term Rental Compliance Services for Greene County, New York. We are seeking guidance and solutions to our short-term rental and home sharing rental challenges.

The requested service will include, at a minimum, address identification, registration service, compliance monitoring, education, and outreach. The complete list of services is listed in the “Services to be Provided” section below. Firms will be required to indicate all services they offer, including implementation strategy.

**INTENT:** As a result of this RFP, the County intends to enter into a contract with the selected firm to supply the services described herein. However, this intent does not commit the County to award a contract to any responding firm, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so.

**SERVICES TO BE PROVIDED:** The following is an overview of the services that this RFP is requesting. This is just an overview, any services listed may or may not be required. We are looking for firms to provide at a minimum, these services, and any necessary related services throughout the contract period:

1. Provide an easy-to-use short-term rental registry for owners/property managers and hosts to register
2. Locate property listings and owners of short-term rental properties
3. Identify and address patterns of non-compliance
4. Address and enforce compliance and regulations including zoning and permitting
5. Provide monitoring services of rental activity to include nights booked and associated revenue
6. Provide education to hosts
7. Perform community outreach regarding short-term rentals, requirements, and registration procedure
8. Address identification tied to unique county parcel data
9. Assist with enforcement activities as needed

**NOTE:** The County reserves the right to broaden the scope of required services.

**MINIMUM QUALIFICATIONS:** Vendors interested in submitting a proposal must meet the following requirements:

1. Must have relevant experience in providing the services described herein
2. Must be able to demonstrate the firm's ability to perform requested services
3. Must have adequate support staff to meet the need for the services required
4. Must have adequate insurance coverage in accordance with the insurance requirements

**PROPOSAL CONTENT:** Proposals should include, at a minimum:

1. Company background and overview of the Bidder's experience and expertise in providing the requested services
2. Overview and summary of services to be delivered
3. Fee schedule
4. References and contact information for references who can verify the quality of the vendor's services
5. Signed Certificate of Non-Collusion
6. Signed Bidders and Vendors Acknowledgement

7. Signed Certification of Compliance with the Iran Divestment Act

Proposals will be evaluated based on the vendor's experience, approach, pricing, and references.

**DEADLINE FOR SUBMISSION:** Submissions are due no later than 1:30 p.m. on Thursday, July 3, 2025, and shall be delivered to:

**Acting Clerk of the Greene County Legislature**

411 Main Street, Suite 408  
Catskill, New York 12414

**DEADLINE FOR QUESTIONS:** Questions are due no later than 1:30 p.m. on Thursday, July 3, 2025. All questions should be submitted by email by the deadline to the contact noted below. Addenda and responses to questions will be emailed to all firms that register.

The Request for Proposals (RFP) can be downloaded "free of charge" at [www.greenegovernment.com](http://www.greenegovernment.com)

**INQUIRIES CONTACT:**

Greene County Administrator  
[countyadministrator@greencountyny.gov](mailto:countyadministrator@greencountyny.gov)  
518-719-3270

## **SCOPE OF WORK**

**Notice to Bidders:** In accordance with Section 103 of General Municipal Law, State of New York, Greene County (herein called the County) invites the submission of sealed bids for the:

### **PURCHASE OF SHORT-TERM RENTAL COMPLIANCE SERVICES GREENE COUNTY, NEW YORK**

Bids will be received by the County until Thursday, July 3, 2025 AT 1:30 PM EST, at the office of the Clerk of the Greene County Legislature, 411 Main Street, Suite 408, Catskill, New York 12414. Bids may not be submitted via fax or email, and all bids submitted must remain valid for up to forty-five (45) days from the date of the bid opening. No bids will be considered if received after the due date and time and the County shall assume no responsibility for any bid not properly addressed and identified.

Copies of this Request for Proposal may be examined and copies obtained at the Clerk of the Greene County Legislature, 411 Main Street, Suite 408, Catskill, New York, and online at ([www.greenegovernment.com](http://www.greenegovernment.com)). The County reserves the right to reject any and all bids received.

All questions regarding this bid should be submitted in writing by e-mail to the Clerk of the Greene County Legislature at ([tsciavillo@greencountyny.gov](mailto:tsciavillo@greencountyny.gov)) no later than July 3, 2025.

### **A. INSTRUCTIONS TO BIDDERS & GENERAL INFORMATION**

With submission of a bid, a Bidder agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to "Contractor", "Bidder", or "Vendor", this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Vendor has engaged.

The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents or documents that were not directly issued by the Clerk of the Greene County Legislature. Any Vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from a third party shall not have cause for relief or completion of a contract

in accordance with the official documents on file with the Clerk of the Greene County Legislature. Verbal explanations or instructions regarding this bid provided by an employee of Greene County shall be considered informal and will not be binding on the County unless confirmed in writing as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform bids. The County reserves the right to "Revise" or "Amend" the bid specification prior to the bid opening date by "Written Addenda". Prior to submission of a bid, it is the responsibility of each Bidder to become fully familiar with the requirements of this solicitation. No Bidder may plead misunderstanding because of the misinterpretation of estimates, scope of work, or other issues related to this request. It shall be the responsibility of each Bidder to identify any apparent discrepancy in the specifications or question of interpretation thereof. Failure to do so constitutes acceptance as written. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any part shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. The County shall have the right to waive any technical defect, qualification, omission, informality, or irregularity in any bid received if, in its judgment, the best interest of the County shall. The County will issue no response to any request for clarification received within seven (7) days of the due date.

Bids shall be submitted in a sealed envelope marked with the name of the bid and the words "SEALED BID" written on the outside of the envelope. Please submit three (3) copies. Bids submitted by FAX OR E- MAIL will not be accepted.

1. **Taxes.** No charge will be allowed for sales and excise taxes from which the County is exempt. Exemption Certificates will be provided upon request.
2. **Deviations.** Deviations to the specifications must be fully explained, and if judged to be in the best interest of the County, may be accepted at the sole discretion of the County.
3. **Qualifications.** Each Bidder must be prepared to present satisfactory proof of ability to successfully complete the requirements of this solicitation. The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Bidder to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Bidder's facilities and equipment, references or previous contract performance with the County or others.

4. **Award.** The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to obtain responses from qualified Bidders. By submission of a bid, you agree to provide goods and/or services consistent with these specifications unless otherwise stated. The bid will be awarded to the lowest responsible Bidder meeting the specifications or providing acceptable deviation.

The County reserves the right to reject in whole or part, any or all bids deemed not to be in the best interest of the County at the sole discretion of the County. If two or more Bidders submit identical bids as to price, the decision of the County to award a contract to one of such Bidders shall be final. The resulting contract award shall be deemed executory only to the extent of the monies appropriated and available, and no liability on account thereof shall be incurred by the County beyond the amount of such monies. It is understood that neither this proposal nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate or make available monies for the purpose of a contract. The County intends to issue a formal Purchase Order to purchase the goods and/or services described in this solicitation. It is understood that the successful Vendor is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Contractor's agents or employees be considered subagents for the County.

5. **Cooperative Bidding.** It is understood and agreed that in addition to the County of Greene, other political subdivisions, school districts, fire companies, and voluntary ambulance services, as defined in General Municipal Law, Section 100, throughout Greene County may also "piggyback" off this contract and enter into its own contract with the successful Bidder. Greene County reserves the right to allow eligible entities under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of the contract to these defined entities is at the discretion of the Vendor and the Vendor is only bound to any contract between the County of Greene and the Vendor.

No officer, board or agency of said political subdivision, school district, fire companies, and voluntary ambulance services shall make any purchase through a County contract unless such purchase is made based on the same terms, conditions and specifications as the County's contract award.



The County of Greene is asking all responding Vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other interested counties in New York State. While this clause in no way commits any County to purchase from Greene County's awarded contractor, nor does it guarantee any additional orders will result, it does allow counties in New York State, at their discretion, to make use of Greene County's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other counties in New York State shall be understood to be transactions between that county and the awarded vendor; Greene County shall not be responsible for any such purchases.

Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates and documentation of tax-exempt status and all purchases shall be subject to audit by the eligible entity for which the purchase was made. All orders will be placed by the participating entities and each entity shall be billed by and make payment directly to the successful Bidder.

The sole responsibility with regard to performance of the contract, or any obligation, covenant, condition or term thereunder is between the successful Bidder and the participating entities and not Greene County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Bidder, Greene County, specifically and expressly, disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Greene County centralized contract. The County reserves the right to purchase any goods and/or services included as part of this solicitation from any means legally available to it at any time.

- 6. State Contract Pricing.** Greene County may access contract pricing available through New York State contracts, GSA Schedule 70, Schedule 84, and Schedule 1122 contracts, and may "piggyback" on some contracts let by other municipal governments. If your products or services are offered through one of these sources you may offer the pricing of the alternate contract already in place. Greene County reserves the right to access contract pricing for some or any part of the project. If at any time during the term of this contract the successful vendor also has a NYS, GSA, or other contract legally available to the County through General Municipal Law, the County reserves the right to

purchase from any or all of the contracts and the vendor agrees to supply goods or services in accordance with that contract if requested to do so.

- 7. Contract Term and Renewal Option.** The initial contract term shall be from Date of Award through December 31, 2028. Subject to mutual agreement between Greene County and the Vendor, the contract may be renewed annually under the same terms and conditions, with cost reductions based on the number of New York counties utilizing the service, provided the total contract term does not exceed 4 years. Notice of intent to renew will be provided to the contractor generally within ninety (90) days prior to the expiration date of the current contract. This notice shall not commit the County to renew the contract for the renewal period until such time as the County takes official action to commit to such renewal, typically in the form of a contract extension document. The purpose of the extended contract term is to allow for the continuation of the purchase of goods and/or services for Short-Term Rental Compliance Services.
- 8. Liability.** Throughout the contract term, Vendor shall obtain and maintain in full force at all times, at its sole cost and expense, General Liability Insurance in the amounts of \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate and naming the County of Greene as an additional insured, on a non-contributory basis with waivers of subrogation. Vendor shall also maintain casualty insurance, at its sole cost and expense, necessary to cover any damage that may occur to Lessee's equipment due to and without limitation. Vendor shall hold the County of Greene harmless from any liabilities or damage resulting from Vendor's installation, maintenance or operation of its service.
- 9. Non-Discrimination.** The successful Bidder agrees to comply with any and all applicable laws, codes, and regulations in connection with the goods and services called for in this bid as well as the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Bidder assures the County that in accordance with applicable law it does not and agrees that it will not discriminate in any manner on the grounds of race, color, gender, or national origin.
- 10.FOIL.** All material submitted in response to this Bid becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing bidders during the selection phase of this procurement; however, after award of the contract to

the successful bidder, proposals received in response to this solicitation may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time in accordance with the New York State Freedom of Information Law as determined by County. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this Bid may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Bidders should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages of this proposal identified on the top thereof as "CONFIDENTIAL"; contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

**11.Warranty.** In providing goods and services pursuant to this contract, Vendor

agrees to be bound by all warranties required by the manufacturers of the products and New York State Law and as specified by the County as its minimum warranty period for goods or materials.

**12.Equivalency.** In submitting a proposal, the Bidder is agreeing to provide goods and services consistent with the specifications. Where a brand name or equivalent specification is used in this solicitation, the use of any brand name noted is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

A Contract, if awarded, will be on the basis of materials and equipment as described in the Specifications, and "or equal" items submitted by the Bidder and accepted by the County. The Bidder may offer "or equal" items that meet the same performance or reliability standards as specified herein. If the Bidder offers an "or equal" item, the Bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said "or equal" items shall be accepted or rejected based upon the County's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation to award, shall be at the Bidder's expense.

If a submitted "or equal" item is rejected, the Bidders shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the bid. The Bidder shall not have the opportunity to submit any alternative materials or equipment after the bids are opened.

The decision to accept or reject an "or equal" item rests solely with the County. If a substitute "or equal" item is not accepted by the County, the bid will be deemed non-responsive, and the County shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

**13.Requirements Contract.** Bidder acknowledges that the Contract that will be entered into as a result of this solicitation will be a Requirements Contract, and the County guarantees no minimum or maximum purchases will be made. The County will have no obligation to the Contractor if no items or services are required. Any quantities which are included are the present expectations for the period of the Contract and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or

otherwise measurable requirement in the past. The Bidder further understands that the County may require services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

**14.Implementation.** Implementation must be completed within 180 calendar days from the execution of the agreement to be deemed successful. Completion is defined as full system deployment, user training, and operational readiness, including all core functionality outlined in the scope of work. Failure to meet this timeline may result in penalties, including daily fines and/or termination of the contract at the discretion of the County.

**15.Purchase of Additional Items Not Included in the Initial Bid.** Once a Contract is awarded, should additional contract-related goods be identified by the County, the County reserves the right to modify the original contract award to reflect the addition of the new products to the contract if it is deemed in the best interest of the County to do so. The Vendor agrees to price and supply said items in accordance with the unit pricing on the attached bid form and in accordance with all specifications of this bid. Additionally, Vendor agrees to supply, upon request, a copy of their invoice from the manufacturer for said products. Once pricing has been accepted by all parties, the Vendor agrees to supply the additional products for the remainder of the Contract term in accordance with the original specifications and unit pricing.

**16.Contract Price Adjustments.** Unless agreed otherwise, the pricing for each year after the initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers U.S. In addition, each renewal term pricing shall be adjusted for any additions or deletions to Goods and Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the initial Term.

## **A. TECHNICAL INSTRUCTIONS AND QUALIFICATIONS**

**1. Background Information on Greene County.** Greene County is a County in the State of New York, United States. It is located in southeast central New

York State, just west of the Hudson River and south of Albany. As of the 2020 census, the County had a population of 47,931.

- 2. General Summary.** The State of New York approved a law to identify, monitor, manage and enforce tax compliance on short-term rental properties within the state. At this time, Greene County does not possess the ability to identify, monitor or fully enforce the regulations established by the State of New York. Accordingly, The County is seeking a third-party expert to assist the County by electronically identifying and monitoring short-term rental properties as well as assisting in the development of a system for enforcing the established laws and regulations. New York State's Real Property Law Article 12-D – Short-term Rental Units is attached as Appendix E

All Services will be performed in accordance with the contract, if awarded. Any Vendor awarded a contract pursuant to this RFP will be required to procure all required subcontractors/subconsultants, vendors, materials and any other items or services required to complete each project awarded. Selected Vendors may develop a cost proposal for the project subject to any predetermined fee or general conditions compensation payable under any contract awarded under this RFP. If the County accepts a cost proposal, it will execute a contract for the project with the successful Vendor.

**The County contemplates selecting one (1) Vendor for an award of Contract pursuant to this RFP.**

No minimum amount of Services are guaranteed to any Vendor receiving an award of a Contract pursuant to this RFP.

- 3. General Requirements.** Greene County requires the Vendor to perform the following professional consulting services as it relates to the above described project.
- a. Provide Software as a service – Cloud-based system.
    - Data must be encrypted both at rest and in transition.
    - Personally identifiable information (PII) can be sensitive and must be hosted in the U.S.
    - All data collected, generated, or obtained by any party and stored in the software is the property of the County and can be exported at any time.
  - b. Compliance Monitoring - identify and monitor non-complying short-term rentals.



- c. Create and maintain a database of short-term rental units (both permitted and nonpermitted).
  - Identify the addresses of the properties listed for short-term rental from all applicable short-term rental websites operating in Greene County.
  - Create and maintain a comprehensive inventory of all short-term rentals in Greene County.

This list shall include, but is not limited to, the listing URL, location address, owner name, and contact information, property type.
  - Data to be exportable to the GIS program in batch.
  - The database should allow County staff to search, correct, and append with additional information.
  - High-resolution screenshots of all new active listings (captured weekly or at the request of the County).
- d. Provide support to the County with court cases if necessary.
  - Vendor to provide documentation and testimony if needed for court cases
- e. Compliant Monitoring
  - Regularly monitor Short-Term rental listings and update data accordingly.
- f. Monitor short-term rentals regularly for compliance with the New York State Real Property Law Article 12-D – Short-term Rental Units.
- g. Vendor to prepare and submit weekly to the County a master list of short term rental units known or suspected to be operating in violation of the State of New York’s codes and requirements.
- h. Provide reports, analysis, documentation, and access to online data as required. Describe reports that are provided.
- i. Vendor to provide 24 hours – 7 days’ hotline service.
- j. Complaint Hotline – a single point of contact for complaints so that police services are not unduly burdened.
- k. Notifications – automated way to send messages to all property owners.
- l. Creation, development, and design of the Short-Term Rental License and creation and development of the application for the license as well as a renewal application; and creation and development of the sample notice (flyer/poster) to be posted at the Short-Term Rental containing the requisite information.

#### **4. Technology Requirements.**

- a. Provide a secure cloud-based environment.
- b. PC Requirements - Describe the optimal hardware and browser environment required to utilize the proposed software.
- c. Database Requirement – Describe the database that will be used.
- d. Describe how to export data from the system and the formats that are available for download.
- e. Software Version – How often do you push out a new version?
- f. Do you send out a road map of future enhancements?
- g. Will you provide the most current version during implementation?
- h. Upgrade Tools:
  - What is the upgrade frequency?
  - How are patches and fixes deployed?
  - How are patches and fixes applied?
  - How are upgrades applied?
  - What happens to software customizations (e.g., user-defined tables and fields) during an upgrade?
  - How many versions of the software does your company support?
- i. The proposed solution must meet the following minimum performance standards: Availability – 99.9%
- j. Web-hosting Requirements – Public web portal to be customized to match the County’s color schema, including adding the County’s logo.
- k. The public web portal for payments must be ADA and PCI compliance.
- l. Describe how reports are scheduled and delivered. Do they automatically email out to staff?
- m. What security protocols are included with the software? How do restrictions to the following work: administrative tool access, application access, menu access, record access, field access, and querying/reporting access?
- n. What is included in the user security profile? Where is the security profile stored?
- o. Ad-Hoc Query and Report Generation: No predetermined set of standard statistical reports or summaries can anticipate the management or other stakeholders’ requirements. The proposal should describe the system’s overall capabilities to conduct queries and generate ad hoc reports.
- p. Describe the support of the system and the availability of staff to resolve the issue. Describe the process for reporting issues. Support must be U.S. based.



- q. Data retention and business continuity of backups. As with any system, there will be a need to backup and restore the system. Proposals must specify how the system addresses this issue.
- r. A minimum of 30 to 90 days of incremental daily backups and one year of monthly backups are required. Will the County have the option to do a cloud-to-cloud backup if desired?

**Appendices:**

Appendix A – Certificate of Non-Collusion

Appendix B – Bidders and Vendors Acknowledgement

Appendix C – Greene County Title VI Notice to Public

Appendix D - Detailed Specifications and Bid Page – Schedule of Pricing

Appendix E – Certification of Compliance with the Iran Divestment Act

Appendix F – Authorization to Bid

Appendix G – New York State Real Property Law Article 12-D

# **CERTIFICATE OF NON- COLLUSION**

## **SHORT-TERM RENTAL COMPLIANCE SERVICES**

Greene County Office Building  
411 Main Street, Suite 408  
Catskill, New York 12414

## **Appendix A**

## CERTIFICATE OF NON-COLLUSION

Date: \_\_\_\_\_

To: County of Greene

**RE: Attached Bid**

I, \_\_\_\_\_ hereby certify, as follows:

That the attached bid has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.

That the bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

That no attempt has been or will be made to induce any other person or firm to submit or not to submit a bid.

That the statements are accurate, under penalty of perjury.

That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of the certificate by the signator of this bid or proposal on behalf of the corporate bidder.

\_\_\_\_\_  
Name of Company or Corporation

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Address of Company or Corporation

\_\_\_\_\_  
Title

This certification is made pursuant to an amendment to the State Finance Law, the General Municipal Law and the Public Authorities Law, relating to non-collusion in public bids and proposals, which became effective September 1, 1965. (Chapter 751 of the Laws of 1965).

# BIDDERS & VENDORS ACKNOWLEDGMENT

## **SHORT-TERM RENTAL COMPLIANCE SERVICES**

Greene County Office Building  
411 Main Street, Suite 408  
Catskill, New York 12414

## **Appendix B**

## **BIDDERS AND VENDORS ACKNOWLEDGEMENT**

ALL VENDORS AND BIDDERS ACKNOWLEDGE AND AGREE TO BE BOUND BY THE GREENE COUNTY SEXUAL HARASSMENT PREVENTION POLICY (adopted 11/20/18) and THE GREENE COUNTY DISCRIMINATORY HARASSMENT PREVENTION POLICY (adopted 11/20/18)

By signing below, all bidders and/or vendors hereby acknowledge and agree that he/she/they/it have carefully reviewed Greene County's policy(ies) prohibiting sexual harassment and/or discriminatory harassment, as referenced above, and agree to be subject to and bound by all terms and conditions contained therein.

All bidders and vendors hereby agree to indemnify and hold harmless Greene County, inclusive of reasonable attorney fees, from any and all claims related to any violation(s) of the above referenced policies allegedly arising from the conduct of their/its principals, employees, agents, hires and/or assigns.

All bidders and vendors hereby acknowledge and agree that if he/she/they/it reasonably believe that he/she/they/it are subjected to harassment/discrimination in violation of either of the above referenced policy(ies), he/she/they/it shall be responsible for reporting the harassing and/or discriminatory conduct as outlined in said policies.

I HAVE CAREFULLY REVIEWED THE GREENE COUNTY SEXUAL HARASSMENT PREVENTION POLICY and THE GREENE COUNTY DISCRIMINATORY HARASSMENT PREVENTION POLICY, which I viewed, in their entirety, at [the Greene Government Website](#) on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Bidder/Vendor

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Dated

THIS EXECUTED ACKNOWLEDGEMENT MUST BE ATTACHED TO ANY AND ALL GREENE COUNTY BID and/or PROPOSAL SUBMISSIONS

GREENE COUNTY  
TITLE VI  
NOTICE TO PUBLIC

**SHORT-TERM  
RENTAL  
COMPLIANCE  
SERVICES**

Greene County Office Building  
411 Main Street, Suite 408  
Catskill, New York 12414

**Appendix C**

## **GREENE COUNTY TITLE VI NOTICE TO PUBLIC**

Greene County hereby gives public notice that it is the County of Greene's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Greene County receives federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Greene County. Any such complaint must be in writing and filed with the County Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained at no cost to the complainant on our website at [www.greenegovernment.com](http://www.greenegovernment.com) or by calling (518) 719-3540.

DETAILED  
SPECIFICATIONS  
AND BID PAGE

**SHORT-TERM  
RENTAL  
COMPLIANCE  
SERVICES**

Greene County Office Building  
411 Main Street, Suite 408  
Catskill, New York 12414

**Appendix D**



**DETAILED SPECIFICATIONS AND BID PAGE  
PRICING SCHEDULE  
SHORT-TERM RENTAL COMPLIANCE SERVICE**

Greene County Office Building  
411 Main Street  
Catskill, New York 12414

| DESCRIPTION    | SCALE PRICING |
|----------------|---------------|
| 1 COUNTY       |               |
| 2 COUNTIES     |               |
| 3 COUNTIES     |               |
| 4 COUNTIES     |               |
| 5 COUNTIES     |               |
| 6-10 COUNTIES  |               |
| 11-15 COUNTIES |               |
| 16-20 COUNTIES |               |
| 21-25 COUNTIES |               |
| 26-30 COUNTIES |               |
| 31-35 COUNTIES |               |
| 36-40 COUNTIES |               |
| 41-45 COUNTIES |               |
| 46-50 COUNTIES |               |
| 51-55 COUNTIES |               |
| 56-60 COUNTIES |               |
| 60-62 COUNTIES |               |

COMPANY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**CERTIFICATION OF  
COMPLIANCE WITH  
THE IRAN  
DIVESTMENT ACT**

**SHORT-TERM  
RENTAL  
COMPLIANCE  
SERVICES**

Greene County Office Building  
411 Main Street, Suite 408  
Catskill, New York 12414

**Appendix E**

## **CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012, Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found on the OGS website at [www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf](http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf) .

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation, then the County shall take such an action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any Bid, Proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

**AUTHORIZATION  
TO  
BID**

**SHORT-TERM  
RENTAL  
COMPLIANCE  
SERVICES**

Greene County Office Building  
411 Main Street, Suite 408  
Catskill, New York 12414

**Appendix F**

## AUTHORIZATION TO BID

RESOLVED, that \_\_\_\_\_ be authorized  
Name of Individual

to sign and submit the bid or proposal of \_\_\_\_\_  
Name of Corporation

for the supply of Short-Term Rental Compliance Services to include such bid or proposal the Certificate of Non-Collusion required by Section 103-d of the General Municipal Law as the act And deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

- - - - -

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_  
Name of Corporation

\_\_\_\_\_ at a meeting of this board of directors held on the

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Secretary

NEW YORK LAWS  
REAL PROPERTY  
ARTICLE 12-D  
SHORT-TERM RENTAL  
UNITS

**SHORT-TERM  
RENTAL  
COMPLIANCE  
SERVICES**

Greene County Office Building  
411 Main Street, Suite 408  
Catskill, New York 12414

**Appendix G**

**2024 New York Laws**  
**RPP - Real Property**  
**Article 12-D - Short-Term Rental Units**

NY Real Prop L § 447-A (2024)

\* § 447-a. Definitions. For the purposes of this article, the following terms shall have the following meanings:

1. "Covered jurisdiction" means every county, city, town, and village in the state except for:

(a) a city with a population of one million or more;

(b) a county within a city with a population of one million or more;

(c) a county which enacts a local law pursuant to paragraph (b) of subdivision one of section four hundred forty-seven-c of this article stating that such county opts not to establish a registration system for short-term rental units pursuant to such subdivision, provided that if such county repeals such local law, such county shall become a covered jurisdiction immediately upon the repeal of such local law;

(d) any city, town, or village located within a county which enacts a local law pursuant to paragraph (b) of subdivision one of section four hundred forty-seven-c of this article stating that such county opts not to establish a registration system for short-term rental units pursuant to such subdivision, provided that if such county repeals such local law, such city, town, or village will become a covered jurisdiction immediately upon the repeal of such local law unless after such county enacted such local law and prior to such county repealing such local law, such city, town, or village enacts a local law creating its own registry for short-term rental units or non-covered short-term rental units located within such city, town, or village;

(e) any county, city, town, or village that has a registration system for non-covered short-term rental units or short-term rentals of dwelling units or other living or sleeping spaces, with the coverage and requirements of such registration system as established pursuant to local law, where such registry exists as of the effective date of this article; and

(f) a county, city, town, or village that has lawfully enacted or lawfully enacts a local law prohibiting short-term rental units or non-covered short-term rental units, or short-term rentals of dwelling units or other living or sleeping spaces, within such county, city, town, or village, regardless of whether such county, city, town, or village is or is not a covered jurisdiction or located within a covered jurisdiction prior to such enactment.

2. "Short-term rental unit" means an entire dwelling unit, or a room, group of rooms, other living or sleeping space, or any other space within a dwelling, made available for rent by guests for less than thirty consecutive days, where the unit is offered for tourist or transient use by the short-term rental host of the residential unit, and where such unit is located in a covered jurisdiction.

3. "Non-covered short-term rental unit" means an entire dwelling unit, or a room, group of rooms, other living or sleeping space, or any other space within a dwelling, made available for rent by guests for less than thirty consecutive days, where the unit is offered for tourist or transient use by a person or entity in lawful possession of the unit, and where such unit is in New York state but is not located in a covered jurisdiction, provided that, however, in a city with a population of one million or more, "non-covered short-term rental unit" shall also include any building or portion of a building that is a short-term rental, as such term is defined in section 26-3101 of chapter thirty-one of title twenty-six of the administrative code of the city of New York.

4. "Short-term rental host" means a person or entity in lawful possession of a short-term rental unit who rents such unit to guests in accordance with this article.

5. "Booking service" means a person or entity who, directly or indirectly:

(a) provides one or more online, computer or application-based platforms that individually or collectively can be used to:

(i) list or advertise offers for short-term rentals of short-term rental units, and

(ii) either accept such offers, or reserve or pay for such rentals; and

(b) charges, collects or receives a fee for the use of such a platform or for provision of any service in connection with a short-term rental of a short-term rental unit.

§ 447-b. Short-term rental units; regulation. 1. A short-term rental host may operate a dwelling unit as a short-term rental unit provided such dwelling unit:



- (a) is registered in accordance with section four hundred forty-seven-c of this article;
- (b) is not used to provide single room occupancy as defined by subdivision forty-four of section four of the multiple residence law and subdivision sixteen of section four of the multiple dwelling law;
- (c) includes a conspicuously posted evacuation diagram identifying all means of egress from the unit and the building in which it is located;
- (d) includes a conspicuously posted list of emergency phone numbers for police, fire, and poison control;
- (e) has a working fire-extinguisher;
- (f) is insured by an insurer licensed to write insurance in this state or procured by a duly licensed excess line broker pursuant to section two thousand one hundred eighteen of the insurance law for a minimum of three hundred thousand dollars coverage for third party claims of property damage or bodily injury that arise out of the operation of a short-term rental unit. Such liability insurance coverage may be satisfied by insurance maintained by a booking service that provides equal or greater coverage if a short-term rental host lists a short-term rental unit with such booking service. Notwithstanding any other provision of law, no insurer shall be required to provide such coverage;
- (g) is not subject to the emergency tenant protection act of nineteen seventy-four, the rent stabilization law of nineteen sixty-nine, the emergency housing rent control law, the local emergency housing rent control act or otherwise regulated or supervised by a federal, state, or local agency pursuant to any other law or rule or an agreement with such federal, state, or local agency;
- (h) is in compliance with any additional health and safety requirements or any other regulatory requirements applicable to short-term rental units established by any covered jurisdiction in which such short-term rental unit is located; and
- (i) is not otherwise prohibited from operating as a short-term rental unit by federal, state, or local law, rules, and regulations.

2. Short-term rental hosts shall maintain records related to guest stays for two years following the end of the calendar year in which an individual rental stay occurred, including the date of each stay and number of guests, the cost for each stay, including an itemization of the sales tax and hotel and motel occupancy tax collected, and

records related to their registration as short-term rental hosts with the county in which the short-term rental unit is located or with the multi-county registry that includes such county. Short-term rental hosts shall make such records available to local enforcement agencies for the covered jurisdiction in which the short-term rental unit is located when lawfully requested. 3. (a) Booking services shall collect data related to all short-term rental unit guest stays that the booking service facilitates within the state. Booking services shall maintain such data related to short-term rental unit guest stays that the booking service has facilitated in the state for two years following the end of the calendar year in which an individual rental stay occurred. The data maintained by booking services shall include the dates of each stay and the number of guests, the cost for each stay, including an itemization of the sales tax and hotel and motel occupancy tax collected, the physical address, including any unit designation, of each short-term rental unit booked, the full legal name of each short-term rental unit host, and each short-term rental unit's registration number. Beginning ninety days after the effective date of this article, and on the first day of every January, April, July, and October thereafter, the booking service shall report such data to each county within which any short-term rental unit included in such data is located. In the event a booking service does not comply with its reporting obligations pursuant to this subdivision, or more information is requested by the attorney general or a covered jurisdiction or any of such covered jurisdiction's enforcement agencies, then the data required to be reported pursuant to this subdivision and all relevant records from a booking service shall be produced in response to valid legal process. The county which has received such data from a booking service shall share such data with all city, town, or village governments located within such county within sixty days of receiving such data and shall make such data available to city, town, or village enforcement agencies upon request. Such data and any records provided to generate such data shall not be made publicly available.

(b) Booking services may require short-term rental hosts, as a term or condition of service, to consent to booking services producing data pursuant to paragraph (a) of this subdivision.

(c) Nothing in this subdivision shall prevent a county, city, town, or village that is not a covered jurisdiction from establishing, amending, or maintaining its own booking service reporting obligations, nor shall this subdivision supersede any existing booking service reporting obligations in a county, city, town, or village that is not a covered jurisdiction.

4. It shall be unlawful for a booking service to collect a fee for facilitating booking transactions for short-term rental units if the booking service has not verified with the county in which the short-term rental unit is located or multi-county registry that includes such county the short-term rental unit and its owner or tenant have been issued a current, valid registration by the county in which the short-term rental unit is located or by the multi-county registry that includes such county.

5. Nothing in subdivisions one, two, or subdivision four of this section, or in paragraph (a) of subdivision three of this section shall require a short-term rental host or booking service to comply with the requirements of such subdivisions and paragraph before such time as a county has established a registry or multi-county registry pursuant to paragraph (a) of subdivision one of section four hundred forty-seven-c of this article.

6. The provisions of this article shall apply to all short-term rental units; provided, however, that a county, city, town, or village, including but not limited to a city with a population of one million or more, that has its own short-term rental unit or non-covered short-term rental unit registry or its own registration system for short-term rentals of dwelling units or other living or sleeping spaces, with the coverage and requirements of such registration system as established pursuant to local law, as of the effective date of this article may continue such registry or registration system and all short-term rental units or non-covered short-term rental units in such county, city, town, or village shall only register with such county, city, town or village as provided in a local law, rule, or regulation and shall not be required to register pursuant to this article. Counties, cities, towns, and villages, including but not limited to a city with a population of one million or more, with such registries as of the effective date of this article shall maintain the authority to manage, amend, repeal, and establish requirements and regulations for such existing registries and to impose and collect fines or otherwise enforce violations related to such registries. Where a county, city, town, or village, including but not limited to a city with a population of one million or more, has such a registry as of the effective date of this article, nothing in this article shall prevent such county, city, town, or village from enacting and enforcing local laws or ordinances which meet or exceed the standards or requirements set forth in this article.

7. No city, town, or village shall create its own short-term rental unit or non-covered short-term rental unit registry after the effective date of this article unless such city, town or village is not a covered jurisdiction and is not located within a covered jurisdiction. A city, town, or village which is not a covered jurisdiction and which is not located within a covered jurisdiction may create such a registry. Nothing in this

article shall prevent a city, town, or village that is not a covered jurisdiction and is not located within a covered jurisdiction from enacting and enforcing local laws or ordinances which meet or exceed the standards or requirements set forth in this article.

§ 447-c. Registration. 1. (a) All counties that are covered jurisdictions shall be required to establish a registration system for short-term rental units located within such county provided, however, that counties may establish shared registries.

(b) Paragraph (a) of this subdivision shall not apply to any county which, on or before the later of December thirty-first, two thousand twenty-five or nine months after the effective date of this section, adopts a local law stating that such county opts not to establish a registration system for short-term rental units pursuant to this subdivision. No such local law may be adopted after the later of December thirty-first, two thousand twenty-five, or nine months after the effective date of this section, provided, however, that a local law repealing such local law may be adopted after such date.

(c) The establishment of a county or multi-county short-term rental unit registration system pursuant to paragraph (a) of this subdivision shall not prevent any city, town, or village therein from enacting local laws or regulations concerning the operation of short-term rental units within such city, town, or village.

(d) Notwithstanding any other provisions of this article to the contrary, a county, city, town, or village may enact a local law prohibiting or further limiting the listing or use of dwelling units, or portions thereof, as short-term rental units or non-covered short-term rental units, regardless of whether such county, city, town, or village is or is not a covered jurisdiction or located within a covered jurisdiction.

2. Short-term rental hosts shall be required to register a short-term rental unit with the county within which such unit is located or with the multi-county registry that includes such county.

(a) Registration shall be valid for two years, after which time the short-term rental host may renew the registration in a manner prescribed by the county in which the short-term rental unit is located or by the multi-county registry that includes such county. The county in which the short-term rental unit is located or the multi-county registry that includes such county may revoke the registration of a short-term rental host upon a determination that the short-term rental host has violated any provision of this article at least three times in two consecutive calendar years, and may determine that the short-term rental host shall be ineligible for registration for a

period of up to twelve months from the date of such determination or at the request of the covered jurisdiction in which the short-term rental unit is located when such covered jurisdiction requests such revocation due to illegal occupancy. Listing or offering a dwelling unit, or portion thereof, as a short-term rental unit without current, valid registration shall be unlawful and shall make persons who list or offer such unit ineligible for registration for a period of twelve months from the date a determination is made that a violation has occurred. Any covered jurisdiction may contract with another covered jurisdiction to provide either personnel or services to facilitate the registration of short-term rental units or enforcement of such registrations.

(b) A short-term rental host shall include their current, valid registration number on all offerings, listings or advertisements for short-term rental unit guest stays.

(c) A tenant, or other person that does not own a unit that is used as a short-term rental unit but is in lawful possession of a short-term rental unit, shall not qualify for registration if they are not the permanent occupant of the dwelling unit in question and have not been granted permission in writing by the owner for its short-term rental. Proof of written consent by the owner shall be provided to and verified by the county in which the short-term rental unit is located or by the multi-county registry that includes such county before the issuing or renewal of a registration number.

(d) The county in which the short-term rental unit is located or the multi-county registry that includes such county shall make available to booking services the data necessary to allow booking services to verify the registration status of a short-term rental unit and that the unit is associated with the short-term rental host who registered the unit.

(e) No short-term rental unit shall be registered unless the short-term rental host has paid the application and renewal registration fees in an amount to be established by the county in which the short-term rental unit is located or the multi-county registry that includes such county.

(f) Such application and registration fees shall include a fee for the actual and necessary expenses associated with the construction, operation, and maintenance of the county or multi-county registry and for the enforcement of this article.

(g) Nothing in paragraphs (a) through (f) of this subdivision shall require a short-term rental host or booking service to comply with the requirements of such paragraphs before such time as a county has established a registry or multi-county registry pursuant to paragraph (a) of subdivision one of this section.

3. A county or multi-county registry may create a registration system for booking services.

4. If a county creates a registration system for booking services pursuant to subdivision three of this section, the county within which a short-term rental unit is located or the multi-county registry that includes such county shall set a fee for booking service registration with the county or multi-county registry that includes such county, provided that such fee shall not exceed the actual and necessary expenses associated with the construction, operation, and maintenance of such booking services registration system.

5. Nothing herein shall prevent one or more counties that are covered jurisdictions from establishing shared registration systems for short-term rental units and/or booking services, provided any amount allocated from the application and registration fees for the construction, operation and maintenance of such shared short-term rental unit and/or booking service registration systems shall be remitted pursuant to the agreement establishing such multi-county registry.

6. Each county that is a covered jurisdiction shall post on its website a prominent link to its registry or the multi-county registry in which it is included.

§ 447-d. Exceptions. This article shall not apply to:

1. Incidental and occasional occupancy of a dwelling unit for fewer than thirty consecutive days by other natural persons when the permanent occupants are temporarily absent for personal reasons, such as vacation or medical treatment, provided that there is no monetary compensation paid to the permanent occupants for such occupancy; or

2. Temporary housing or lodging permitted by the department of health.

§ 447-e. Penalties. 1. (a) Except as provided in paragraph (b) of this subdivision, any booking service which collects a fee related to booking a unit as a short-term rental unit where such short-term rental unit is not registered in accordance with this article may be fined in accordance with subdivisions four and five of this section. Any covered jurisdiction in which such unregistered short-term rental unit is located or the attorney general or the attorney general's designee may also seek an injunction from a court of competent jurisdiction prohibiting the collection of any fees relating to the offering or renting of such short-term rental unit as a short-term rental.



(b) A booking service shall not be subject to a fine pursuant to paragraph (a) of this subdivision before such time as a county has established a registry or multi-county registry pursuant to paragraph (a) of subdivision one of section four hundred forty-seven-c of this article.

2. (a) Except as provided in paragraph (b) of this subdivision, any person who offers a short-term rental unit without registering with the county within which such unit is located or with the multi-county registry that includes such county, or any person who offers an eligible short-term rental unit as a short-term rental while the short-term rental unit's registration on the short-term rental unit registry is suspended, may be fined in accordance with subdivisions four and five of this section.

(b) A person shall not be subject to a fine pursuant to paragraph (a) of this subdivision before such time as a county has established a registry or multi-county registry pursuant to paragraph (a) of subdivision one of section four hundred forty-seven-c of this article.

3. Any person who fails to comply with any notice of violation or other order issued pursuant to this article by any covered jurisdiction in which the short-term rental unit concerning the violation is located or by the attorney general or the attorney general's designee for a violation of any provision of this article may be fined in accordance with subdivisions four and five of this section.

4. (a) Except as provided in paragraph (b) of this subdivision, a short-term rental host that violates the requirements of this article shall receive a warning notice issued, without penalty, by the county within which the applicable short-term rental unit is located or by the multi-county registry that includes such county upon the first and second violation. The warning notice shall detail actions to be taken to cure the violation. For a third violation a fine up to two hundred dollars may be imposed by the county within which the applicable short-term rental unit is located or by the multi-county registry that includes such county. For each subsequent violation, a fine of up to five hundred dollars per day may be imposed by the county within which the applicable short-term rental unit is located or by the multi-county registry that includes such county. Upon the issuance of a violation, a seven-day period to cure the violation shall be granted. During such cure period, no further fines shall be accumulated against the short-term rental host, except where a new violation is related to a different short-term rental unit.

(b) Nothing in paragraph (a) of this subdivision shall supersede or limit in any way the authority of enforcement agencies for a covered jurisdiction in which the short-

term rental unit is located, or the authority of any other entity with enforcement authority over local health and safety matters, to timely enforce violations of any health and safety laws or regulations.

5. A booking service that violates the requirements of this article may be issued a fine by any county in which a short-term rental unit associated with a violation is located or by a multi-county registry that includes such county of up to five hundred dollars per day, per violation, until such violation is cured.

6. Nothing in this section shall prevent a county, city, town, or village that is not a covered jurisdiction and is not within a covered jurisdiction and that has its own registration system for non-covered short-term rental units or short-term rentals of dwelling units or other living or sleeping spaces, with the coverage and requirements of such registration system as established pursuant to local law, from maintaining, establishing, amending, and effectuating its own penalty system related to such registration system.

§ 447-f. Enforcement. 1. The provisions of this article may be enforced in accordance with article eight of the multiple dwelling law or article eight of the multiple residence law, as applicable in the covered jurisdiction where the short-term unit is located.

2. Counties that are covered jurisdictions may enter into agreements with a booking service for assistance in enforcing the provisions of this section, including but not limited to an agreement whereby the booking service agrees to remove a listing from its platform that is deemed ineligible for use as a short-term rental unit under the provisions of this article, and whereby the booking service agrees to prohibit a short-term rental host from listing any listing without a valid registration number.

3. The attorney general shall be authorized to bring an action for a violation of this article for any such violations occurring in the state.

4. A covered jurisdiction shall be entitled to bring an action for a violation of this article for any such violations of this article occurring in the covered jurisdiction, and may notify the attorney general.

§ 447-g. Data sharing. Booking services shall provide to the department of state, at the same times and on the same recurring basis that they provide data pursuant to subdivision three of section four hundred forty-seven-b of this article, an electronic report aggregating the number of short-term rental unit guest stays that the booking service facilitated within the state for the applicable reporting period, which shall be



for the ninety days preceding the date of production in the case of the first such report and for the period since the prior report for each subsequent report. The report shall include the aggregate number of short-term rental unit guest stays that the booking service facilitated during the applicable reporting period for each county where the listings are located. Such electronic report shall be in a form and manner as determined by the department of state.

\* NB Effective September 22, 2025