

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
AUGUST 21, 2023
AGENDA**

**LOCATION:
VILLAGE HALL
77 MAIN STREET, WARWICK, NY**

**Call to Order
Pledge of Allegiance
Roll Call**

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: June 20, 2023, July 3, 2023, July 17, 2023, July 25, 2023, and August 7, 2023.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

3. Acceptance of Reports – July 2023: Clerk’s Office, Tax Collection, Justice Department, Building Department, and Department of Public Works.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

4. Authorization to Pay all Approved and Audited Claims in the amount of \$_____.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

5. Police Report.

Correspondence

1. Report from Village Engineer, David Getz, regarding the Special Use Permit Application for 43 Wheeler Ave.

Public Comment - Agenda Items Only

GUIDELINES FOR PUBLIC COMMENT

The public may speak only during the meeting’s Public Comment period and at any other time a majority of the Board allows. Speakers must be recognized by the presiding officer, step to the front of the room/microphone, give their name, residency, and organization, if any. Speakers must limit their remarks to three minutes (this time limit may be changed to accommodate the number of speakers) and may not yield any remaining time they may have to another speaker. Board members may, with the permission of the mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information. The Village Board is not required to accept or respond to questions from the public at meetings but may request that inquiries be submitted in writing to be responded to at a later date. All remarks must be addressed to the Board as a body and not to individual Board members. Interested parties or their representatives may also address the Board by written communications.

Motions

Trustee Cheney’s Motions

1. **MOTION** to approve the purchase of eighty (80) IPerl Meters from Core&Main in the amount \$14,968.80 per the recommendation of Water Distribution Supervisor, Christopher Bennett. Funds are appropriated in budget code F.8340.4500.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

2. **MOTION** to advertise to receive Statements of Qualification from engineering firms to perform a Lead Service Line Inventory. This project is funded through a \$575,770 grant from the New York State Environmental Facilities Corporation. Funds are appropriated in budge code F1440-4950.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

3. **MOTION** to approve payment #2 in the amount of \$2,137.50 to TAM Enterprises, Inc. for the South Street sidewalk replacement project for work that includes submittal of shop drawings and product information, per the recommendation of Village Engineer, David Getz. Funds are appropriated in budget code A5110.4400 in the FY2023-24 budget.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

4. **MOTION** to acknowledge receipt of the application from Warwick, LLC for a Special Use Permit for the proposed conversion of existing first floor office space to three one-bedroom apartments and to construct the second floor with three additional one-bedroom apartments at 8 Forester Avenue, section block and lot 207-3-3, to set an escrow for processing of the application at \$2,000, and to refer the application to the Village Attorney and the Village's Engineering Consultant for review and comment.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

5. **MOTION** to grant permission to Village of Warwick Employee, Michael Finelli, to carry over 11 vacation days.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

Trustee Foster's Motions

6. **MOTION** to authorize the Mayor to sign the 'Amendment and Extension of the County of Orange Community Development Block Grant Municipal Agreement for FY 2022' for the HUD CDBG FY 2022 Grant Project: "South Street Sidewalk ADA Improvement" increasing the initial award of \$108,570 by \$71,430 for a total award amount of \$180,000 and all documents necessary to carry out the terms thereof.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

7. **MOTION** to authorize the Mayor to sign the ‘County of Orange Community Development Block Grant Program Municipal Agreement for FY 2023’ for the HUD CDBG FY 2023 Grant Project: “South Street ADA Sidewalk Improvement” in the amount of \$112,000 and all documents necessary to carry out the terms thereof.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

Trustee McKnight’s Motions

8. **MOTION** to return the Planning Board escrow balance of \$202.98 to Warwick Commons Stage 5, LLC for site plan approval. All invoices have been paid as per the email from Village Engineer, David Getz and Planning Board Attorney, Robert Dickover.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

9. **MOTION** to return the Planning Board escrow balance of \$68.25 to Evangelos Theologis for site plan approval at 10-12 Galloway Heights. All invoices have been paid as per the email from Village Engineer, David Getz and Planning Board Attorney, Robert Dickover.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

10. **MOTION** to advertise for a Full-Time Secretary to the Planning Board in accordance with Civil Service requirements.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Reports

Trustee Cheney's Report: Liaison to Public Works Operations, Engineering and Infrastructure Projects, Veterans, Code Enforcement / Building Department, Emergency Services, Citizens Awareness Panel/Jones Chemical. Alternate liaison to Economic Development, Planning & Zoning / AHDRB / OC Planning, Transportation & Mobility.

Trustee Foster's Report: Liaison to Office of the Clerk, Parks & Recreation, Economic Development & Tourism, Warwick Valley Schools, Government Efficiency / Policy Development, Transportation & Mobility. Alternate liaison to Youth / WYDO / Warwick Valley Community Center / Warwick Valley Prevention Coalition, Engineering and Infrastructure Projects.

Trustee Collura's Report: Liaison to Office of the Treasurer, Youth / WYDO / Warwick Valley Community Center / Warwick Valley Prevention Coalition, Public Health, Historical Society, Public Interface and Outreach, Senior Citizens, Ethics. Alternate liaison to Parks & Recreation, Environmental, Veterans.

Trustee McKnight's Report: Liaison to Planning & Zoning / AHDRB / OC Planning, Environmental, Albert Wisner Library, Town of Warwick Police Department, Technology Oversight / Cybersecurity, Shade Tree Commission, Safety Committee. Alternate liaison to Public Works Operations, Code Enforcement / Building Department, Emergency Services, Government Efficiency / Policy Development.

Mayor Newhard's Report

Public Comment – *Non-Agenda Items*

Final Comments from the Board

Executive Session, if applicable

Adjournment



Montgomery Office:
71 Clinton Street
Montgomery, NY 12549
phone: (845) 457-7727
fax: (845) 457-1899

Goshen Office:
262 Greenwich Ave, Suite B
Goshen, NY 10924
phone: (845) 457-7727

www.EngineeringPropertiesPC.com

August 3, 2023

**VILLAGE OF WARWICK BOARD OF TRUSTEES
77 MAIN STREET
WARWICK, NY 10990**

ATT: MAYOR MICHAEL NEWHARD

**RE: SPECIAL USE PERMIT APPLICATION
43 WHEELER AVENUE
SECTION 207, BLOCK 5, LOT 1
W.O. #1803.10**

Dear Mayor Newhard and Trustees:

We have reviewed the special use permit application for the proposed residential building at 43 Wheeler Avenue. We provide the following information:

The applicant has appeared before the Planning Board several times. On July 11, the Planning Board declared its lead agency status for a Type II action. At each meeting, we provided technical comments on the site plans that were submitted. Those comments pertained to issues such as grading, parking, stormwater runoff, screening, and utilities. Most of our comments have been satisfactorily addressed. I have enclosed our review letter for the latest set of site plans, revised 7/17/23, prepared by Friedler Engineering.

A significant step in the Planning Board's review was the Board's guidance to the applicant that it will be acceptable to provide one on-site parking space per dwelling unit (three spaces for the three units).

The Planning Board scheduled a public hearing for the site plan aspects of the project for August 8, 2023. It is my understanding that the hearing has been rescheduled for the September meeting.

Sincerely,
Engineering & Surveying Properties, PC, Village Engineers

David A. Getz, P.E.
Chief Engineer

77 Main Street
Post Office Box 369
Warwick, NY 10990
www.villageofwarwick.org



(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

DATE: August 17, 2023
TO: Mayor Newhard and Board of Trustees
From: Christopher Bennett
Distribution System Supervisor
RE: Approval to purchase Meter Order

For your approval, I am requesting to make a Meter purchase from our Vendor Core&Main. This is a properly budgeted item per the 23-24 budget code F-8340-4500. Please see the attached price quote.

Thank you for your time.

Run Date: 8/16/23

Preshipment Notification



Sold To:
VILLAGE OF WARWICK
WATER DEPARTMENT
WARWICK, NY 10990

Ship To:
VILLAGE OF WARWICK
Branch - 405
650 Sheafe Rd
Poughkeepsie, NY 12601

Customer # 205995
Order # T414523
Date Ordered 08/16/23
Job #
Job Name
Customer Reference
Purchase Order # 5390
Method of Shipment PICKUP
Contract Order # 0000000
Ordered By CHRIS
Ship Via

Branch:
POUGHKEEPSIE NY
Branch - 405
650 Sheafe Rd
Poughkeepsie, NY 12601
Phone: 845-249-4909

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	43I5X5FLXX	IPERL 5/8X3/4 25' 3W PE 100CF 4WHL I5X5FLXX PROGRAMED TO 1000 GAL	80	80		187.11000	EA	14968.80

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Shipped:	14968.80	14968.80
Total Ordered:	14968.80	
Tax Amount:	.00	.00
Other Charges:	.00	.00
Total:	14968.80	14968.80



Montgomery Office:
71 Clinton Street
Montgomery, NY 12549
phone: (845) 457-7727
fax: (845) 457-1899

Goshen Office:
262 Greenwich Ave, Suite B
Goshen, NY 10924
phone: (845) 457-7727

www.EngineeringPropertiesPC.com

August 3, 2023

**VILLAGE OF WARWICK BOARD OF TRUSTEES
77 MAIN STREET
WARWICK, NY 10990**

ATT: MAYOR MICHAEL NEWHARD

Re: South Street Sidewalk Replacement Project
Application for Payment #002
W.O. #1800.68

Dear Mayor Newhard and Trustees:

We have reviewed Application for Payment #002, dated 8/1/23, from TAM Enterprises, Inc. for the South Street sidewalk replacement project. We recommend approval of the requested payment of \$2,137.50. The work includes the submittal of shop drawings and product information. The balance amount to finish the project, including retainage, is \$123,826.68.

We have enclosed a signed copy of the payment application form.

Sincerely,
Engineering & Surveying Properties, P.C.

David A. Getz, P.E.

RECEIVED
AUG 03 2023
VILLAGE OF WARWICK
CLERK



AIA Document G702 - 1992

Application and Certificate for Payment

TO OWNER: Village of Warwick
77 Main Street
Warwick, NY

PROJECT: South Street Sidewalk Replacement Project

APPLICATION NO: 002

PERIOD TO: July 31, 2023

CONTRACT FOR: General Construction

CONTRACT DATE:

PROJECT NOS: / /

Distribution to:
OWNER: ARCHITECT:
CONTRACTOR: FIELD:
OTHER:

FROM CONTRACTOR: TAM Enterprises Inc.

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$128,814.18

2. NET CHANGE BY CHANGE ORDERS \$0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$128,814.18

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$3,250.00

5. RETAINAGE:

a. 5.00 % of Completed Work (Column D + E on G703) \$262.50

b. 0 % of Stored Material (Column F on G703) \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$262.50

6. TOTAL EARNED LESS RETAINAGE \$4,987.50
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$2,850.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$2,137.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$123,826.68

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: 5-18 Date: 8/1/03

By: Christina Marie Vasquez
State of: New York
County of: Orange
Subscribed and sworn to before me this 1 day of August 2003
Notary Public: Christina Marie Vasquez
My Commission Expires: 08-06-2026
CHRISTINA MARIE VASQUEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VAB6440222
Qualified in Orange County

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$2,137.50
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: DH King Date: 8/3/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA Document G703® - 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 002
 APPLICATION DATE: July 31, 2023
 PERIOD TO: July 31, 2023
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
	Bonds and insurances	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00%	0.00	150.00
	Submittals	3,000.00	0.00	2,250.00	2,250.00	0.00	2,250.00	75.00%	750.00	112.50
	Mobilization	5,914.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,914.00	0.00
	Maintenance and protection of traffic	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
	Demolishing	7,400.00	0.00	0.00	0.00	0.00	0.00	0.00%	7,400.00	0.00
	Concrete curbing install	18,487.00	0.00	0.00	0.00	0.00	0.00	0.00%	18,487.00	0.00
	Concrete sidewalk intial	17,400.00	0.00	0.00	0.00	0.00	0.00	0.00%	17,400.00	0.00
	ADA drop curbs with detectable warning tabs	4,200.00	0.00	0.00	0.00	0.00	0.00	0.00%	4,200.00	0.00
	ADA sidewalk ramps	5,400.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,400.00	0.00
	Step related work	4,750.00	0.00	0.00	0.00	0.00	0.00	0.00%	4,750.00	0.00
	Modular black retaining wall	31,230.00	0.00	0.00	0.00	0.00	0.00	0.00%	31,230.00	0.00
	Resetting of bluestone	4,505.00	0.00	0.00	0.00	0.00	0.00	0.00%	4,505.00	0.00
	Sign installation	3,078.00	0.00	0.00	0.00	0.00	0.00	0.00%	3,078.00	0.00
	Pedestrian crosswalk	5,200.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,200.00	0.00
	Topsoil seed and mulch restoration	2,750.00	0.00	0.00	0.00	0.00	0.00	0.00%	2,750.00	0.00
	Demobilization	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
	Project closeout	3,500.18	0.00	0.00	0.00	0.00	0.00	0.00%	3,500.18	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$128,814.18	\$3,000.00	\$2,250.00	\$2,250.00	\$0.00	\$5,250.00	4.08%	\$123,564.18	\$262.50

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Village of Warwick
Special Use Permit Application

RECEIVED
AUG 09 2023
VILLAGE OF WARWICK
CLERK

Date Application Submitted 8/9/2023

\$200 Application Fee Received 8/10/23 Cash / Check# 1354

- 1) Applicant's name Warwick, LLC
- 2) Address 8 Forester Avenue
- 3) Tele. No.# 845-986-4111 Cell # 201-230-8358
- 4) Email Address rmk@kennedycoinc.com
- 5) Project Location 8 Forester Avenue
- 6) Sec. Lot & Blk 207-3-3 Zoning District Central Business (CB)
- 7) Describe Proposed Project Convert existing office (1st floor) to 3-1 bedroom apartments; Construct 2nd Floor with 3 additional 1-bedroom Apartments
- 8) Square Footage of Parcel 27,020
- 9) Has any variances, site plans or subdivisions been granted for the proposed property No

If so, please attach any copies of variances or Resolutions to this application form.

Signature of Applicant [Signature] Date 8/9/2023

Signature of Property Owner [Signature] Date 8/9/2023

State of New York
County of Orange

This instrument was acknowledged before me on August 9th, 2023 by

Robert M. Kennedy (name of applicant)

[Signature]
Signature of Notary Public

SEAL
KIM ALYSE GRATZEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GR6396883
Qualified in Orange County
My Commission Expires 08-26-2023

Owner and/or applicant are responsible for payments of any and all consultant's fees.

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.

Part 1 – Project and Sponsor Information			
Name of Action or Project: 8 Forester Ave- Amended Site Plan			
Project Location (describe, and attach a location map): Located on the southwest side of Forester Avenue approximately 150 ft. south of the Colonial Avenue intersection.			
Brief Description of Proposed Action: Amend site plan for the conversion of office space in an existing building to residential apartment space. Proposed project is to allow residential use for apartments consisting of (3) three one bedroom apartments on the first floor space and (3) three one bedroom apartments on second floor space. ranging from 619 s.f. to 760 s.f..			
Name of Applicant or Sponsor: Warwick LLC. c/o Bo Kennedy		Telephone: E-Mail:	
Address: P.O. Box 600			
City/PO: Warwick		State: New York	Zip Code: 10990
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"/>	YES <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: v. Warwick Building Permit		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		0.62+/- acres	
b. Total acreage to be physically disturbed?		0.00 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.62+/- acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<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 type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" 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? 07148.000041: Building Listed Smith Welling House 8 Forester Ave, Warwick NY	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? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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 type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" 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, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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: _____ _____ SITE CODE; 336003 17 Forester Ave - Georgia Pacific Corp. ongoing	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>8 Forester, LLC c/o Kirk Rother PE</u> Date: <u>June 30, 2023</u> Signature: <u></u> Title: <u>Project Engineer</u>		



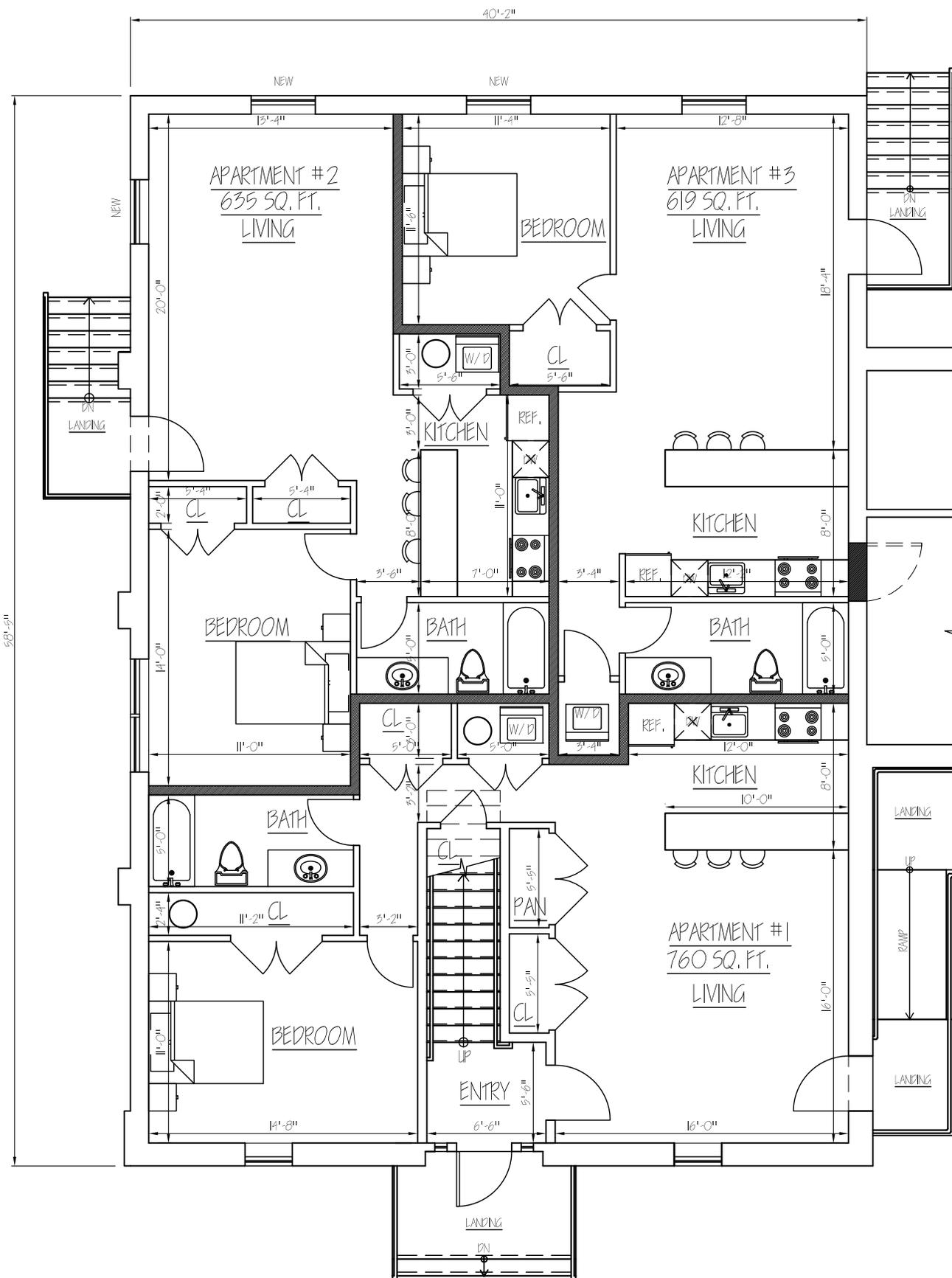
FRONT ELEVATION
GABLE ROOF

SK-3

Drawn by
KMRR
Job #
2306034
Date
JUNE 14, 2023

ALTERATIONS TO THE:
8 FORESTER AVENUE
VILLAGE OF WARWICK, NY

IRACE 
ARCHITECTURE
15 ELM STREET
WARWICK, NEW YORK 10990
P-845-988-0198
F-845-988-0298



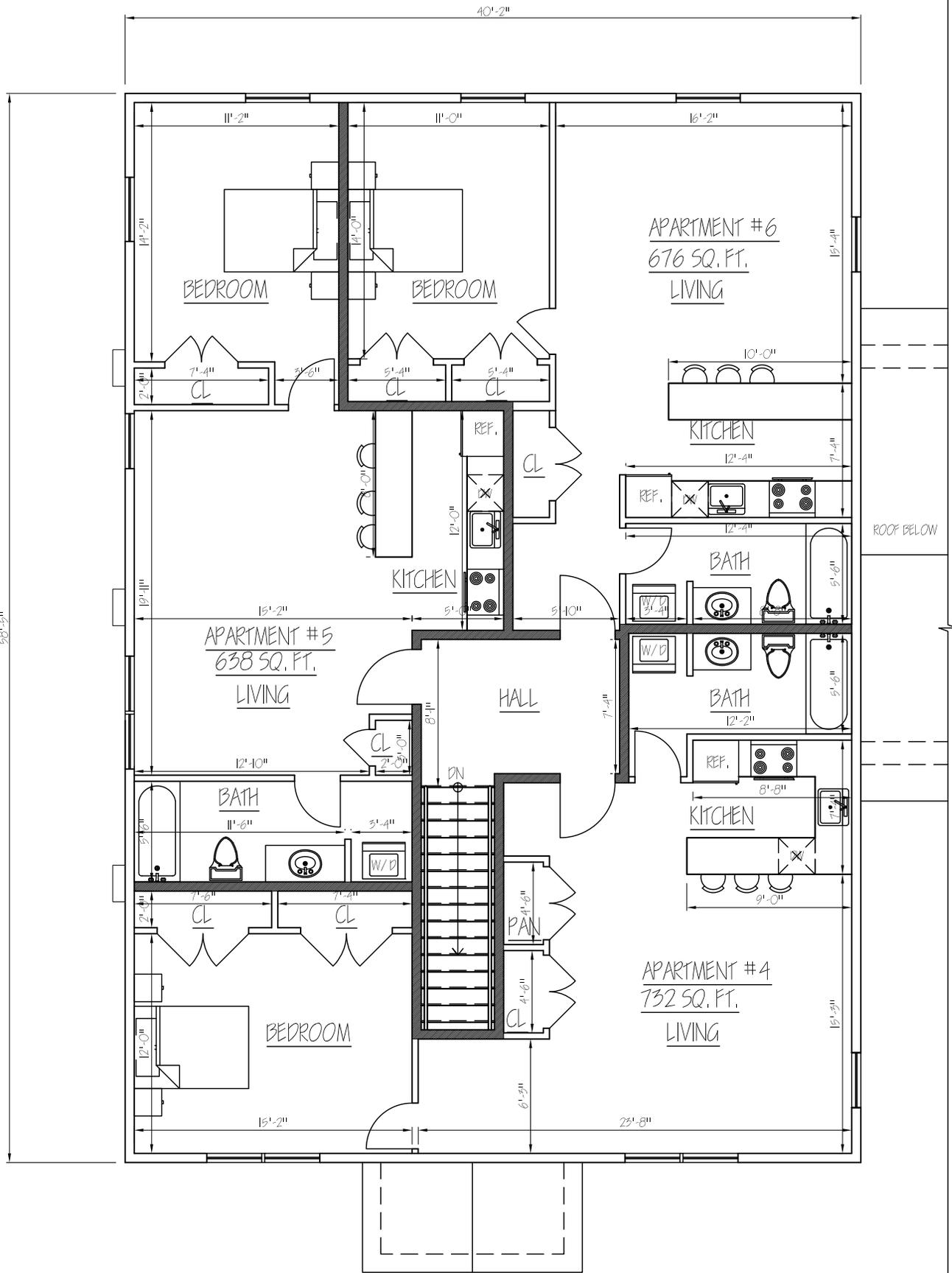
FIRST FLOOR PLAN

SK-1

Drawn by
KMRR
Job #
2306034
Date
JUNE 23, 2023

ALTERATIONS TO THE:
8 FORESTER AVENUE
VILLAGE OF WARWICK, NY

IRACE ARCHITECTURE
15 ELM STREET
WARWICK, NEW YORK 10990
T-845-9888-10198
F-845-9888-0298



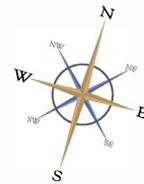
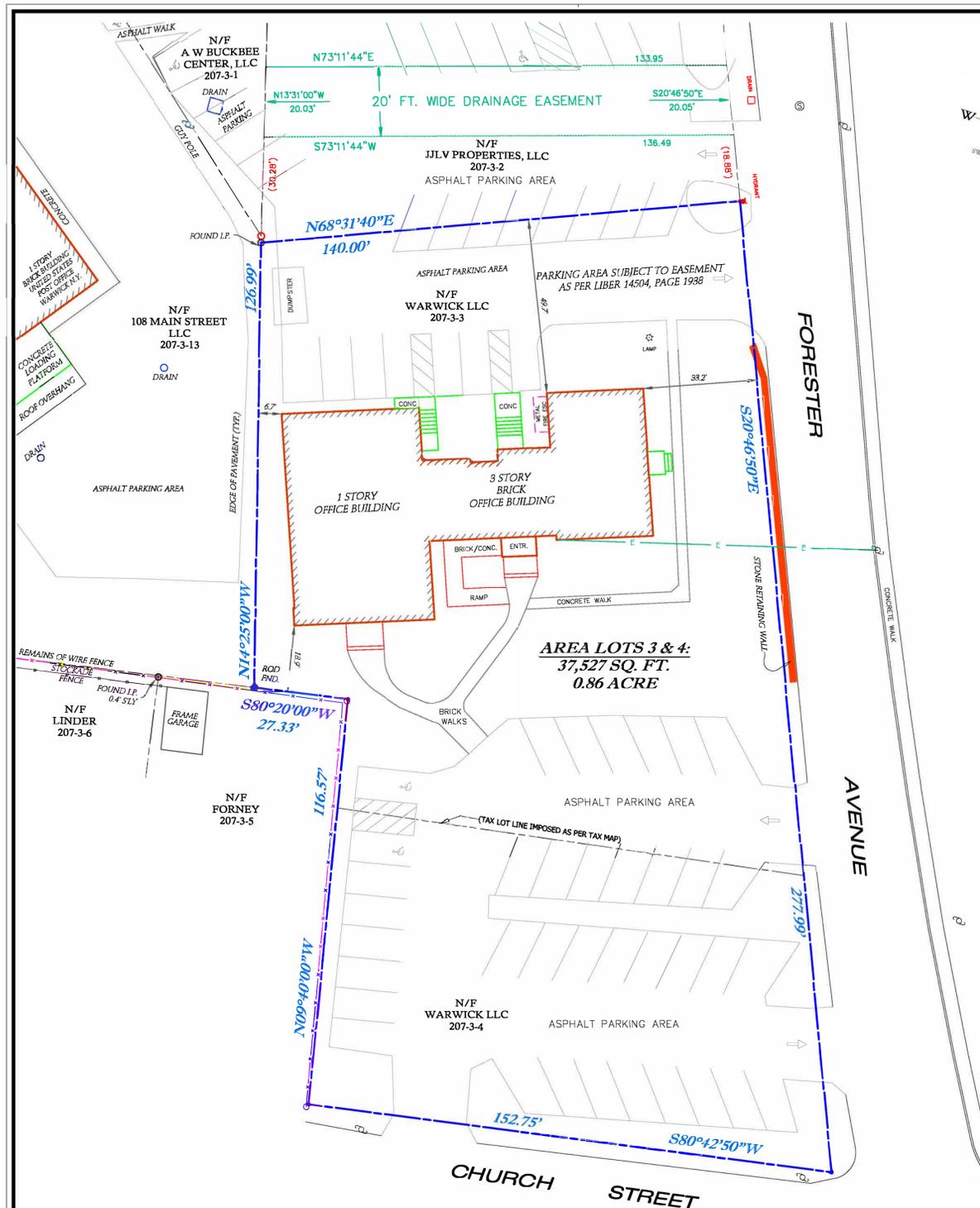
SECOND FLOOR PLAN

SK-2

Drawn by
KMRR
Job #
2306034
Date
JUNE 23, 2023

ALTERATIONS TO THE:
8 FORESTER AVENUE
VILLAGE OF WARWICK, NY

IRACE ARCHITECTURE
15 ELM STREET
WARWICK, NEW YORK 10990
T-845-9888-10198
F-845-9888-0298



GENERAL NOTES

THIS SURVEY IS BASED ON A FIELD SURVEY BY SCHMICK SURVEYING, INC., COMPLETED ON JULY 26, 2023.
 LOCATIONS OF ALL UTILITIES AND SUBSTRUCTURES ARE APPROXIMATE ONLY BASED ON SURFACE EVIDENCE AND EXISTING PLANS. THE INFORMATION GIVEN ON THE SURVEY PERTAINING TO UTILITIES AND SUBSTRUCTURES IS NOT CERTIFIED AS TO THE ACCURACY OR COMPLETENESS. CONSULT WITH THE APPROPRIATE COMPANY OR AGENCY BEFORE DESIGNING OR CONSTRUCTING IMPROVEMENTS.
 "SURVEY INSPECTIONS" OR "UPDATES" OF THIS MAP ARE PROHIBITED.
 THIS MAP **MAY NOT BE COPIED** IN WHOLE OR IN PART.
 THIS MAP **MAY NOT BE** USED FOR OTHER PURPOSES OR TRANSACTIONS.
 THIS MAP IS COPYRIGHTED BY SCHMICK SURVEYING, INC. AND **MAY NOT** BE SOLD, RENTED, LEASED, PHOTOCOPIED, TRACED, ENLARGED, REDUCED, OR TRANSFERRED IN ANY OTHER WAY **WITHOUT** THE PRIOR WRITTEN CONSENT OF SCHMICK SURVEYING, INC.
 ONLY COPIES OF THIS MAP BEARING THE **EMBOSSED OR ORIGINAL** SEAL OF A NEW YORK STATE LICENSED LAND SURVEYOR ARE **VALID**.
 UNAUTHORIZED ALTERATION OR ADDITION TO THIS MAP IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
 CERTIFICATIONS ARE **NOT** TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 EASEMENTS OR RIGHTS OF WAY ON OR BELOW THE SURFACE OF THE GROUND THAT ARE **NOT VISIBLE** ARE **NOT SHOWN**.
 SUBJECT TO THE FINDINGS OF A **COMPLETE AND UP TO DATE** TITLE SEARCH.
 SUBJECT TO ANY EASEMENTS OF RECORD.

REFERENCES

1. BEING SECTION 207, BLOCK 3, LOTS 3 & 4 AS SHOWN ON THE VILLAGE OF WARWICK TAX MAPS. PREMISES KNOWN AS: 8 FORESTER AVENUE
2. DEED LIBER: 5283, PAGE 167

CERTIFICATIONS

CERTIFIED ONLY TO THE FOLLOWING:
 - WARWICK LLC

**SURVEY OF PROPERTY
 FOR
 WARWICK LLC
 VILLAGE OF WARWICK
 ORANGE COUNTY NEW YORK
 SCALE: 1" = 20' DATE: JULY 30, 2023
 SURVEY No. 23-128**

Robert H. Schmick, Jr., P.L.S.
 N.Y. Lic. No. 050573

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 PROFESSIONAL LAND SURVEYING
 4 OVERLOOK DRIVE- WARWICK, NEW YORK
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**AMENDMENT AND EXTENSION OF
COUNTY OF ORANGE
COMMUNITY DEVELOPMENT BLOCK GRANT
MUNICIPAL AGREEMENT FOR FY-2022**

This Amendment Agreement ("Amendment #1"), effective as of _____, 2023 ("Effective Date") and set forth herein, modifies and extends that certain County of Orange Community Development Block Grant Municipal Agreement for FY-2022, entered into on January 18, 2023, for the project known as **Warwick Village South Street Sidewalk ADA Improvements** ("Agreement" and "Project"), by and between the **County of Orange** ("County"), a municipal corporation and a county of the State of New York, by and through its Office of Community Development ("OCD"), with offices at 40 Matthews Street, Suite 307C, Goshen, New York 10924, and the **Village of Warwick** a New York municipal corporation with offices at 77 Main Street, P.O. Box 369, Warwick, New York 10990 ("Municipality"). County and Municipality may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, pursuant to 24 CFR § 570.501(b) and 24 CFR § 570.503, on or about January 18, 2023 the County, by and through its OCD, entered into an Agreement with Municipality for Municipality to receive Community Development Block Grant ("CDBG") to construct the Project;

WHEREAS, in its Article II entitled TIME OF PERFORMANCE, the Agreement provided that the term of the Agreement would commence on January 18, 2023 and end on October 31, 2023 ("Initial Term");

WHEREAS, the Agreement provided that the term of the Agreement and the provisions of the same could be extended to cover any additional time period during which the Municipality or a Subrecipient, if applicable, remains in control of CDBG funds or other CDBG funded assets;

WHEREAS, the Agreement further provided that in the event the project is not completed during the Initial Term of the Agreement, the Agreement may be extended upon request of Municipality and approval of such extension by County, at County's sole discretion;

WHEREAS, Municipality has requested and County has approved an extension of the Initial Term for an additional period of two (2) months commencing on November 1, 2023 and ending on December 31, 2023 to complete the Project;

WHEREAS, Municipality has requested, and County has approved, by this Amendment #1, to increase funding available for the Project by \$71,430.00 to cover the actual cost of construction.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment #1 as if set forth at length herein.
2. The Agreement is hereby extended for a period of two (2) months, commencing on November 1, 2023 and ending on December 31, 2023 ("Extended Term #1").
3. Pursuant to paragraph 2 above, the Article II entitled TIME OF PERFORMANCE of the Agreement, is hereby amended to reflect the end date of the Extended Term #1, which is December 31, 2023.
4. The funding available for the Project is hereby increased by \$71,430.00 from \$108,570.00 to \$180,000.00.
5. Pursuant to paragraph 4 above, the Article III entitled BUDGET of the Agreement is hereby amended to reflect the total Project cost of \$180,000.00.
6. Exhibit 1 entitled "Budget" annexed to the Agreement is hereby superseded and replaced by the annexed hereto Exhibit 1 entitled "Revised Budget" which is incorporated in and made a part of this Amendment #1.
7. 2 CFR Part 200 contract requirements, as applicable to this Agreement, are set forth in **Schedule A** annexed to the Agreement and entitled "2 CFR Part 200 Contract Requirements for HOME and CDBG Contracts" which is incorporated by reference and is made a part of the Agreement.
8. **Sexual Harassment Certification by Vendor**. Pursuant to the New York State Finance Law §139-1, by execution of this Amendment #1, Municipality and the individual signing this Amendment #1 on behalf of the Municipality certifies, under penalty of perjury, that Municipality has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:
<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.
The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:
<https://www.orangecountygov.com/1137/Human-Resources>.
9. Except as modified by this Amendment #1, the Agreement remains unchanged and in full force and effect. The terms used in this Amendment #1, unless otherwise defined herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment #1 and the Agreement, the terms and conditions of this Amendment #1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment #1 to be executed by their duly authorized officers as of the date last written below, to be effective as of the Effective Date.

County of Orange

By: _____
Name: Stefan ("Steven") M. Neuhaus
Title: County Executive

DATE: _____

Village of Warwick

By: _____
Name: Michael J. Newhard
Title: Mayor

DATE: _____

EXHIBIT 1

Exhibit 1 is comprised of **South Street Sidewalk ADA Improvements to benefit Limited Clientele LMC** Project Budget as reviewed by OCD.

Municipality: Village of Warwick

Federal Tax ID # (EIN): 14-6002491

Unique Entity ID #: E3NPR68YHGZ5

Project CDBG Award: \$180,000.00

Funds committed from other sources: \$36,250.40

Total Project Cost (CDBG Funds + Other Funds Committed): \$216,250.40

BUDGET ITEM BUDGET AMOUNT

Disposal of Demolition Materials	\$	8,360.00
Labor related to demolition	\$	22,236.80
Construction Materials	\$	93,430.00
Labor related to construction	\$	92,223.60
Total Estimated Costs	\$	216,250.40
Total CDBG Funding of eligible activities	\$	180,000.00
Total to be funded by Village of Warwick	\$	36,250.40

COUNTY OF ORANGE

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MUNICIPAL AGREEMENT FOR FY 2023

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, ____ by and between the County of Orange ("County"), a municipal corporation and county of the State of New York, by and through its Office of Community Development ("OCD"), with offices at 40 Matthews Street, Suite 307A, Goshen, New York 10924, and the Village of Warwick ("Municipality"), a New York municipal corporation with offices at 77 Main Street, Warwick, NY 10990.

WHEREAS, Municipality, has entered into a municipal cooperation agreement with County, in accordance with Section 99-h (2) of New York State General Municipal Law, to apply for and receive Community Development Block Grant ("CDBG") funds (CFDA# 14.218) from the United States Department of Housing and Community Development ("HUD") under Title I of the Housing and Community Development Act of 1974, ("HCD Act"), as part of the Orange County Urban County Consortium for the Fiscal Year 2023 and

WHEREAS, pursuant to 24 C.F.R § 570.501(b) and § 570.503, this separate agreement is necessary for Municipality to receive the CDBG funds through County to implement community development activities; and

NOW THEREFORE, it is agreed, between County and Municipality as follows:

I. SCOPE OF SERVICES

A. Activities

OCD's FY 2023 CDBG Approved Project Budget (**Exhibit 1** to this Agreement) outlines an activity(ties) to be undertaken by Municipality as further described in this Agreement (the "Project"). Municipality will be responsible for administering the Project in a manner satisfactory to County and HUD and consistent with 2 C.F.R. Part 200, 24 C.F.R. Part 570 and all other applicable federal, New York State and County laws, regulations and policies required as a condition of providing these CDBG funds. The Project will include the following CDBG-eligible activities:

1. Project Name: South Street ADA Sidewalk Improvements

Type of Project: (ex. Public Services, Public Facilities, and Improvements) Sidewalk and Curb Improvements

***Project Location:** 72-96 South Street, Warwick, NY
SBL 213-5-4, 213-5-5, 213-5-6, 213-5-7, 213-4-10, 213-4-11, 213-4-12,
214-2-3, 214-2-4, 214-2-5, 214-2-6, 214-2-7.1

Service Area: (Census Tract/Block, Zip Code, radius, etc.) South Street from 3rd Street to Lawrence Ave in the Village of Warwick

Matrix Code: (HUD IDIS Matrix Code) 03L Sidewalks

***Project Scope:** Public Facilities and Improvements—

The Village of Warwick will remove the existing architectural barriers of deteriorating sidewalk and replace/construct approximately 1,050 linear feet of sidewalks on the west side of South Street, from Third Street to Lawrence Avenue. The sidewalks that are currently in place will be removed. New sidewalks will replace the current ones or the bluestone slabs that are salvageable will be reset, providing a safe, level, firm, and not slippery, consistent ADA surface with ADA accessible curb drops from

Lawrence Avenue up to Third Street. This area is vital in the village as it is across the street from Stanley-Deming Park, home of many municipal activities. The park is also close to several over-55 housing complexes. The sidewalk improvements are a continuation of the Village of Warwick's mission to make Stanley-Deming Park accessible to all.

The Village of Warwick is a walkable village, which is essential for elderly residents and residents of low and moderate incomes. The village has built ADA-accessible walkways within Stanley-Deming Park to allow access for all, including to the bandstand for concerts. Providing ADA-accessible walkways to those with mobility disabilities outside of the park is a priority.

This project will benefit those in the community who have mobility issues, including the elderly and disabled, by removing the uneven, broken sidewalk surfaces and rebuilding. This brings the village another step closer to providing more accessible routes to this vital area of the village.

The CDBG funds will be used to purchase construction materials, including concrete for sidewalks and curbs, and supply labor to demolish and install or reset/replace approximately 1,050 linear feet of sidewalk to be ADA compliant.

Detectable warning strips will be installed at each intersection along South Street – Third, Belmar, Clinton, and Lawrence. Crosswalk striping will also be done.

This project will make this section of South Street accessible to all residents. The proposed sidewalks will comply with all ADA requirements. The existing sidewalks along the west side of South Street, between Third Street and Galloway Road, are in total disrepair, prohibiting many with mobility issues from traveling to the park and other nearby areas. At present, the terrain and disrepair prohibit those with wheelchairs and walking issues to safely reach the park along this stretch of sidewalk forcing them to traverse the area in the street, if at all. The new sidewalks will be constructed to ADA specifications with no vertical discrepancies greater than one quarter inch.

Municipality will submit to the Community Development Office an updated cost estimate and proof of sufficient funding prior to advertisement for bids.

2. Special Conditions:

- a. The U.S. Department of Housing and Urban Development (HUD) has notified Orange County that the final actual amount of CDBG funding allocated to the County cannot be determined or finalized at this time. If the final actual amount of CDBG funding allocated to Orange County from HUD is less than the total estimated CDBG grant amount, it is stipulated that the County will deduct a total to be determined from the CDBG grant award allocated in this agreement. Further, CDBG funding will not be available to the municipality until HUD has received congressional release and has issued a grant agreement to the County of Orange. **County will notify Municipality when CDBG funds are available for project expenditures.**
- b. **The parties understand and acknowledge that the County must complete its requirements under 24 CFR Part 58 (environmental responsibilities) before CDBG funds made available hereunder may be committed to a particular project or activity. Municipality shall not commit any funds under this Agreement until express written consent is received from the OCD.**

3. General Administration:

Municipality is responsible for all general administration duties and shall maintain program and financial records documenting eligibility and the performance of the activity(ies) carried out with CDBG funds. No CDBG funding is provided for general administration.

B. CDBG Eligibility and National Objectives

All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 C.F.R. § 570.208. The Subrecipient certifies that the activity(ies) carried out under this Agreement are CDBG eligible and will meet the following National Objective(s):

*National Objective:

100% Low/Moderate Benefit—Limited Clientele (LMC). Activity meets HUD’s definition of “Presumed Benefit” due to the nature of this activity. Pursuant to HUD Census Data on Disabled People, 798 disabled Village of Warwick residents will benefit from this activity.

C. Levels of Accomplishment – Goals and Performance Measures

Municipality agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
ADA Sidewalk Improvements	0	798

Units of service shall be considered: People with disabilities

D. Staffing

Municipality shall allocate the appropriate staff and time commitments to the performance of the Project. Any changes in the key personnel assigned or their general responsibilities under this Project are subject to the prior approval of OCD.

E. Performance Monitoring

OCD will monitor the performance of Municipality against goals and performance standards as stated above. Substandard performance as determined by OCD will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Municipality within a reasonable period of time after being notified by OCD, Agreement suspension or termination procedures will be initiated by County in accordance with subsection VI(G) of this Agreement.

II. TIME OF PERFORMANCE

The term of this Agreement shall start on the ___ day of _____, 20__ and end on the **31st day of October, 2024**. Pursuant to 24 C.F.R. §570.503(a), the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Municipality or a Subrecipient, if applicable, remains in control of CDBG funds or other CDBG-funded assets, including program income. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, perform its/their duties and obligations in completing the Project, in a prompt and expeditious manner, without undue or unreasonable delay including, but not limited to, taking actions necessary to secure, authorize and appropriate local or other funds, necessary to complete the funding activities in accordance with the **Project Implementation Schedule** in the attached and incorporated **Exhibit 3**. The Project, as outlined in Section I of this Agreement, shall be completed no later than **October 31, 2024**. If the Project is not completed by this date, this Agreement may be suspended or terminated, at County's discretion, in accordance with Section VI(G) of this Agreement, unless Municipality seeks and receives approval for an extension from County, at its sole discretion.

III. BUDGET

A. Total project cost is \$112,000.00.

The line items and budget(s) for activities described in Part I is set forth in **Exhibit 1 – entitled “Budget”** which is annexed hereto and the terms and conditions of which are hereby incorporated into this Agreement and made part hereof. Any amendments to the budget(s) must be approved in writing by OCD and if the total cost of this Agreement increases, in a written amendment executed by both County and Municipality.

B. Municipality is responsible for all general administration duties and its administrative costs incurred pursuant to this Agreement.

C. The CDBG funding allocated under this Agreement is based on a projected anticipated award to County from HUD and the congressional budget allocation to HUD for the CDBG Program for the applicable federal fiscal year. County shall have no liability under this Agreement to Municipality or to anyone else beyond HUD CDBG funds accepted and appropriated by the County Legislature to OCD for this Agreement.

D. Prior to commencing any activity funded under this Agreement, including, but not limited to, commitment or expense of CDBG funds or advertisement for any applicable request for proposals or bids, Municipality shall confirm with OCD 1) the actual amount of CDBG funds available for this activity and 2) whether HUD has issued a Release of Funds, as may be applicable to the activity(ies) funded under this Agreement. An activity can neither be commenced, nor advertised for proposals or bid, and construction, as applicable, shall not be started (whether bid out or by force account), until the availability of CDBG funds and the HUD Release of Funds is confirmed to Municipality by OCD.

IV. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by County under this Agreement shall not exceed **\$112,000.00** and shall be limited to CDBG funds received by County from HUD and appropriated by the County Legislature to OCD for the purposes of this Agreement.

B. Payments may be contingent upon certification of Municipality's and Subrecipient's, if any, financial management system in accordance with the standards specified in 2 C.F.R. Part 200, Subpart D per 24 C.F.R. §570.502.

C. Payments will be made to Municipality per 2 C.F.R. Part 200, Subpart D, for eligible expenses actually incurred by Municipality and/or Subrecipients, if any, and not to exceed actual cash requirements. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in **Exhibit 1 – entitled “Budget”** and in accordance with performance. Municipality shall submit claims to County in accordance with the attached and incorporated template for the CDBG Payment Request – Municipal Voucher in **Exhibit 4**.

D. Payments will be disbursed to Municipality within sixty (60) days of receipt of accurate, proper, and complete claims. However, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Municipality. Municipality shall disburse payments to Subrecipients and subcontractors, if any, in accordance with 2 C.F.R. Part 200, Subpart D.

E. The acceptance by Municipality or its assignees of the final payment under this Agreement (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Municipality arising out of the performance of this Agreement.

F. Set-Off

1. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Municipality:

- a. under this Agreement;
- b. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or
- c. from County by operation of law.

2. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

3. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded the County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

G. The provisions of this Section IV shall survive expiration or earlier termination of this Agreement.

V. NOTICES

A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), email, commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of personal delivery or mailing.

B. Communication and details concerning this Agreement shall be directed to the following representatives unless otherwise modified by subsequent written notice to all contacts listed below.

County

Nicole Andersen, Director
Office of Community Development
40 Matthews Street, Suite 307A
Goshen, New York 10924

Municipality

Michael Newhard, Mayor
Village of Warwick
77 Main Street
Warwick, NY 10990

B. The provisions of this Section V shall survive expiration or earlier termination of this Agreement.

VI. GENERAL CONDITIONS

A. General Compliance

1. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBG), including, without limitation, Subpart K of these regulations, except that (1) Municipality does not assume County's environmental responsibilities described in 24 C.F.R. §570.604, and (2) Municipality does not assume County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to comply with all other applicable federal, New York State, County and local laws, regulations and policies governing the funds provided under this Agreement. Municipality further agrees that funds available under this Agreement are being used to supplement rather than supplant funds otherwise available to Municipality or its Subrecipients, if any. In the event of any conflict between this Agreement and the provisions of 24 C.F.R. Part

570, then the provisions of 24 C.F.R. Part 570 shall control.

2. Municipality understands that it may be necessary for County to submit to governmental agencies or to a court of law part of or all of the data, analyses and/or conclusions developed in the performance of the Scope of Work as well as certification, payment applications or other documentation certified and/or signed by Municipality or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives. Municipality is aware that there are significant state and/or federal civil and criminal penalties for submitting false information, including the possibility of fines and imprisonment. Municipality is responsible for such penalties resulting from false information submitted by Municipality or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives and shall, to the fullest extent permitted by law, defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the submission of any false information by Municipality or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives.

B. Independent Contractor

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Municipality shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Municipality is an independent contractor.
2. The provisions of this subsection VI(B) shall survive expiration or earlier termination of this Agreement.

C. Indemnification and Hold Harmless

1. To the fullest extent permitted by law, Municipality shall be fully liable for the actions of its officers, employees, subcontractors or other representatives and shall fully indemnify, defend and hold harmless County and HUD from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any negligence or willful misconduct of Municipality, its officers, employees, agents, Subrecipients, subcontractors, or other representatives.
2. The provisions of this subsection VI(C) shall survive expiration or earlier termination of this Agreement.

D. Insurance & Bonding

1. Municipality shall comply with the bonding and insurance requirements of 2 C.F.R. § 200.310 and New York State Finance Law §137, and shall require subcontractors and Subrecipients, if any, to comply with 2 C.F.R. § 200.310, New York State Finance Law §137, and any other applicable federal, New York State and County laws and regulations. Prior to commencing work Municipality and all Subrecipients and/or subcontractors, if any, shall obtain and, during the term of this Agreement and as otherwise required by this subsection VI(D), shall maintain, at their own cost and expense, the coverages listed below from insurance companies licensed in the state of New York, and shall provide certificates of insurance to OCD for County approval. The certificates shall provide that a) the County of Orange c/o Office of Community Development (and Municipality on any Subrecipient certificates) is named as "Additional Insured" (except

for Workers Compensation and Professional Liability policies) and b) at least fifteen (15) days prior to cancellation or material change in a policy, notice shall be given to the Risk Management Officer of County, the Director of OCD and Municipality (for Subrecipient policies), by registered mail, return receipt requested. All notices shall state the name of Municipality, Subrecipient and subcontractor, as applicable, and refer to this Agreement.

- a. Workman's Compensation & Disability in statutory amounts.
- b. General Liability Insurance with a minimum comprehensive single limit of liability per occurrence of \$1,000,000.00 for bodily injury and for property damage. The certificate of insurance shall indicate the following coverage:
 - i. Premises - Operations
 - ii. Broad Form Contractual
- c. Automobile Liability Insurance with a minimum comprehensive single limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This coverage shall include the following for bodily injury and property damage:
 - i. Owned automobiles
 - ii. Hired automobiles
 - iii. Non-owned automobiles

2. If, at any time, any policy of Municipality, or its subcontractors and/or Subrecipients, if any, or Subrecipients' subcontractors, if any, becomes unsatisfactory to County, as to form or substance, or if an insurer becomes unsatisfactory to County; Municipality shall, upon notice from County, promptly obtain, or cause such subcontractor or Subrecipient to promptly obtain, a new policy and submit the same to County for approval.

3. Upon failure of Municipality or any Subrecipient and/or subcontractor, as applicable, to furnish, deliver and maintain such insurance, this Agreement, at the election of County, may be declared suspended or terminated in accordance with subsection IV(G) of this Agreement. Failure of Municipality and/or any Subrecipient, and/or subcontractor, as applicable, to take out and/or maintain any required insurance shall not relieve Municipality and/or such Subrecipient and/or such subcontractor, as applicable, from any liability under this Agreement, or otherwise, to County or HUD; nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Municipality and/or any Subrecipient and/or any subcontractor, as applicable, concerning indemnification.

4. In the event that a judgment arising out of this Agreement is in excess of the insured amounts, the excess amount or any portion thereof, may be withheld from payment due or to become due Municipality until such time as Municipality shall furnish such additional security covering the judgment(s) as may be determined by County.

5. All policies and certificates of insurance shall contain the following clauses.

- a. such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County with respect to its interests;
- b. it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County (directed to County's Risk Management Division and the Director of OCD); and
- c. County shall have the option to pay any necessary premiums to keep such insurance in

effect and charge the cost back to Municipality.

6. County requires that the certificate holder is named as "County of Orange c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924". Certificates indicating proof of Municipality's, Subrecipient's and/or subcontractors, if any, insurance coverage required by this subsection VI(D) are attached as **Exhibit 5**. Proof of each Subrecipient's and/or subcontractor's bonds and/or insurance certificates, as applicable, shall be submitted to OCD for review and approval, prior to commencement of funded activities by each subcontractor.

7. The provisions of this subsection VI(D) shall survive expiration or earlier termination of this Agreement.

E. Grantee Recognition

1. Municipality shall insure recognition of the role of County and HUD in providing services through this Agreement. The funding source shall be clearly acknowledged for all activities, facilities and items utilized pursuant to this Agreement and in all publications made possible with funds provided by Agreement.

2. The provisions of this subsection VI(E) shall survive expiration or earlier termination of this Agreement.

F. Modifications

1. County or Municipality may modify this Agreement in writing at any time provided that such modifications make specific reference to this Agreement and are signed by a duly authorized representative of both organizations. Such modifications shall not relieve or release County or Municipality from its obligations under this Agreement, unless otherwise specified in that modification.

2. County may, in its discretion, amend this Agreement to conform with federal, state, or local government guidelines, policies and available funding amounts, or for other reasons. All amendments will be incorporated only by a writing making specific reference to this Agreement and signed by a duly authorized representative of both organizations.

G. Suspension or Termination

1. In accordance with Appendix II to 2 C.F.R. Part 200 and 2 C.F.R. Part 200, Subpart D (§§ 200.338 - 200.342), County may suspend or terminate this Agreement if Municipality materially fails to comply with any terms of this Agreement, which include, but are not limited to the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of Municipality to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement (including, but not limited to use of funds for activities which are ineligible under or otherwise not in compliance with the HCD Act or 24 CFR Part 570); or
- d. Submission by Municipality to County of reports that are incorrect or incomplete in any material respect.

2. OCD will monitor the performance of Municipality against the terms and conditions of this Agreement. Substandard performance as determined by OCD will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Municipality within 30 days after written notification by County (or earlier if required by County, HUD or other federal or New York State law or regulation), the Agreement shall be terminated on a date specified by County. During the thirty (30) day cure period, County may withhold CDBG funds until such time as Municipality is found to be in compliance by OCD or is otherwise adjudicated to be in compliance. If Municipality fails to comply and this Agreement is terminated, in addition to and without limiting the other remedies provided by 2 C.F.R. Part 200, Municipality shall disgorge and refund to County the amount of CDBG funds previously paid to Municipality under this Agreement and any funds due Municipality shall be retained by County for the CDBG program.

3. In accordance with Appendix II to 2 C.F.R. Part 200 and 2 C.F.R. § 200.339 this Agreement may also be terminated for convenience by either HUD, County or Municipality, in whole or in part. HUD termination for convenience requires consent of County and Municipality. County or Municipality termination requires setting forth the reasons and the effective date for such termination in writing to HUD. In the case of a partial termination, if HUD determines that the remaining portion of the award will not accomplish the purpose for which the award was made; HUD may terminate the award, in its entirety under 2 C.F.R. § 200.339. If this Agreement is terminated under this subdivision VI(G)(3), in addition to and without limiting other remedies of County or HUD, County may require that the Municipality disgorge and refund to County the amount of CDBG funds previously paid to Municipality under this Agreement and any funds due Municipality shall be retained by County for the CDBG program.

4. In the event of any termination, in addition to any obligations that survive termination of this Agreement, Municipality shall still completely fulfill all of its obligations under Section VII. Administrative Requirements, applicable up to the date of termination, and all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by under this Agreement Municipality, Subrecipients, or subcontractors of Municipality or Subrecipients, as applicable, shall be turned over to OCD and Municipality shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

5. The provisions of subdivision VI(G)(2), (3) and (4) shall survive expiration or earlier termination of this Agreement.

H. Procurement of Agreement

1. Municipality represents and warrants that no person or selling agency has been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. The Municipality further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Municipality makes such representations and warranties to induce County to enter into this Agreement and County relies upon such representations and warranties in the execution hereof.

2. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Municipality shall not make claim to or be entitled to recover, any sum(s) otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity or pursuant to this Agreement.

I. Current or Former County Employees

1. Municipality represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Municipality has, or may have, with County without the express written permission of County. This limitation period covers the greater of the preceding three (3) years or as long as the County employee or former County employee has or may have an actual or perceived conflict of interest due to his or her position with County.

2. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Municipality shall not make claim to or be entitled to recover, any sum(s) otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity or pursuant to this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Municipality agrees to comply with 2 C.F.R. § 200.302 and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 C.F.R. Part 200, Subpart E, "Cost Principles". These principles shall be applied for all direct and indirect costs incurred during performance of the Project.

3. Internal Controls

The Municipality agrees to comply with 2 C.F.R. § 200.303 and to maintain effective internal controls over the funds awarded herein.

B. Public Hearings

All public hearings required by New York State and federal law and regulations, as applicable to the funded activities, shall be conducted as required by such laws and regulations and, in accordance with Municipality's citizen participation plan, as applicable.

C. Documentation and Record-Keeping

1. Records to be Maintained

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, maintain all records required by the federal regulations specified in 24 C.F.R. § 570.506 and that are pertinent to the Project funded by this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated and expended for the activity, and the provision in Subpart C of 24 C.F.R. Part 570 under which it is eligible.
- b. Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 C.F.R. § 570.208.

- c. Records that demonstrate that OCD has made the determinations required as a condition of eligibility of certain activities, as prescribed in 24 C.F.R. §§ 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.
- d. Records which demonstrate compliance with 24 C.F.R. §570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- e. Records that demonstrate compliance with the citizen participation requirements prescribed in 24 C.F.R. Part 91, Subpart B, for entitlement recipients, or in 24 C.F.R. Part 91, Subpart C, for HUD-administered small cities recipients.
- f. Records which demonstrate compliance with the requirements in 24 C.F.R. §570.606 regarding acquisition, displacement, relocation, and replacement housing.
- g. Fair housing and equal opportunity records containing the requirements specified in 24 C.F.R. § 570.506(g).
- h. Financial records, in accordance with the applicable requirements listed in
 - i. 24 C.F.R. § 570.502, and 2 C.F.R. Part 200, Subpart D.
- j. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570, Municipality shall maintain evidence to support how the CDBG funds provided to such entities are expended. Such documentation must include, to the extent applicable, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by appropriate parties (e.g., general contractor and/or a Project architect), and/or other documentation appropriate to the nature of the activity.
- k. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in 24 C.F.R. §570.513; and
- l. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of this Part.

2. Retention

Municipality shall and shall cause its subcontractors and all government entity Subrecipients and their subcontractors, if any, to, retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years in accordance with County record retention policy, 2 C.F.R. § 200.333, and 24 C.F.R. § 570.502. The retention period begins on the date of the submission of County's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involved any of the records cited and that have started before the expiration of the six-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the six-year period, whichever occurs later. Records for property and equipment acquired with funds under this Agreement shall be retained for three (3) years after final disposition, replacement or transfer at the direction of HUD or the six-year period, whichever occurs later. Records for any displaced person must be kept for three (3) years after he/she has received final payment or the six-year period, whichever occurs later.

3. Client Data

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to

confidentially maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County or HUD monitors or their designees for review upon request.

4. Disclosure

Municipality understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with the administration of County's, Municipality's, Subrecipients or either of their subcontractor's responsibilities, as applicable, with respect to services provided under this Agreement, is prohibited unless written consent is obtained from the client and, in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

Notwithstanding any other terms and conditions of this Agreement, Municipality's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records. Notwithstanding the foregoing, to ensure compliance with 24 C.F.R. §570.503(b)(7), the terms of this Agreement shall remain in effect during any period that Municipality has control over CDBG funds, including but not limited to program income or real property funded in whole or in part with CDBG funds.

6. Audits and Inspections

a. Municipality shall, and shall cause all Subrecipients and subcontractors of Municipality, if any, to comply, at their own expense, with the requirements of the Single Audit Act of 1984, and to have an annual audit conducted in accordance with 2 C.F.R. Part 200, Subpart F, as applicable. Any deficiencies noted in audit reports must be fully cleared by Municipality, Subrecipients and/or subcontractors within thirty (30) days after receipt of notice by Municipality, Subrecipients and/or subcontractors, as applicable.

b. All of Municipality's, Subrecipient's, and/or subcontractor's, if any, records with respect to any matters covered by this Agreement shall be made available to County, HUD and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as County or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

c. Failure of Municipality to comply with the above audit and inspection requirements will constitute a violation of this Agreement and may include but not be limited to withholding of future payments.

7. Survival

The provisions of this subsection VII(C) shall survive expiration or earlier termination of this Agreement.

D. Reporting

1. Program Income

Any program income earned by Municipality and/or a Subrecipient, as applicable, as a result of this CDBG funding, shall be returned to County, in a check payable to the "Commissioner of Finance", within seven (7) days of receipt by Municipality. Municipality shall require Subrecipients, as applicable, to return any

program income to Municipality within seven (7) days of receipt by Subrecipient.

2. Progress and Financial Reports

a. Municipality shall submit regular Progress reports to County at the frequency required by County, and in a timely manner to enable County's reporting to HUD and shall require Subrecipients, if any, to, submit the same reports to Municipality in a timely manner to enable Municipality's reporting to County.

b. The following Progress Report in the template attached and incorporated as **Exhibit 6 Quarterly Project Progress Report** shall be compiled by Municipality and all Subrecipients, as applicable, for each quarter and submitted to County **within ten (10) working days of the end of the quarter.**

c. **Failure to submit the above report may result in suspension or termination of this Agreement in accordance with subsection VI(G) of this Agreement.**

3. Survival

The provisions of this subsection VII(D) shall survive expiration or earlier termination of this Agreement.

E. Procurement

1. Compliance

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with all applicable New York State and federal laws and regulations and Municipality policies concerning the purchase of all real and personal property and shall maintain an inventory of records of all real and personal property as may be procured with funds provided under this Agreement. Unless provided elsewhere in this Agreement, all program assets (unexpended program income, property, equipment, etc.) shall revert to County upon expiration or earlier termination of this Agreement. The provisions of this subdivision VII(E)(1) shall survive expiration or earlier termination of this Agreement.

3. 2 C.F.R. §§ 200.317 - 200.326- Procurement Standards

Municipality shall, and shall cause all government entity Subrecipients and all non-government entity Subrecipients, if any, to procure all materials, property, or services in accordance with the requirements of 2 C.F.R. Part 200 Subpart D (§§ 200.318 - 200.326).

Municipality shall comply with 2 C.F.R. § 200.322 "Procurement of recovered materials". A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

Municipality shall obtain written approval from County for any travel outside County, by Municipality, Subrecipients and subcontractors, if any, using funds provided under this Agreement.

4. Equipment

a. Municipality and Subrecipients shall comply with 2 C.F.R. § 200.313 with regard to equipment procurement and use except that, pursuant to 24 C.F.R. §570.502(a)(6), in all cases where the equipment is sold, the proceeds shall become program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Municipality for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

b. The provisions of this subdivision VII(E)(4) shall survive expiration or earlier termination of this Agreement.

5. Procedure for Subcontracts

a. Procurement of Subcontracts

With regard to procuring subcontracts, Municipality shall, and shall cause all government entity Subrecipients all non-government entity Subrecipients, if any, to comply with the provisions of 2 C.F.R. Part 200, Subpart D.

b. Solicitation

Municipality shall, and shall cause all Subrecipients, if any, to, submit to OCD all requests for bids or proposals, independent cost estimates, etc. necessary for the completion of the Project prior to the requests for bids or proposals being published.

Solicitations for all goods and services funded under this Agreement, including but not limited to, requests for quotations, bids or proposals; shall be developed in compliance with applicable federal and New York State law and regulations and Municipality's procurement policy, to include the following:

- (i) A clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
- (ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
- (iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
- (iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
- (v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
- (vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

c. Selection Process

Municipality shall ensure that all subcontracts let in the performance of this Agreement by Municipality or Subrecipients, if any, shall be awarded on a fair and open competitive basis. A list of all bids or offers received shall be forwarded to OCD for submission to HUD.

Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources. A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

d. Contract Content

Municipality and all Subrecipients, as applicable, shall cause all of the terms and conditions of this Agreement to be included in and made a part of any Subrecipient Agreement and/or subcontract, as applicable, executed in the performance of this Agreement.

e. Approvals

Draft copies of all Subrecipient contracts and all of Municipality's and Subrecipient's subcontracts shall be forwarded to OCD along with documentation concerning the selection process. Municipality and Subrecipients, if any, shall not enter any subcontracts with any subcontractor for the performance of this Agreement without the written consent of OCD prior to the execution of such subcontract.

f. Staff Designation for Projects Involving Construction or Building Services

Municipality shall designate an appropriate staff member to act on behalf of Municipality to ensure compliance with applicable labor laws, regulations, and standards and to liaise with OCD and shall require the same of all Subrecipients and subcontractors of Municipality or Subrecipients, if any. The designation shall be made and forwarded to OCD prior to the commencement of the Project. The designated staff member shall:

- i. inform the subcontractors performing work as to the federal and New York State labor requirements and obligations; and
- ii. ensure the inclusion of applicable wage determination and labor standards provisions in all bid specifications and contract documents and will perform all duties necessary for Municipality's compliance with federal Davis-Bacon and New York State labor laws and regulations; and
- iii. maintain full documentation attesting to all administrative and enforcement activities with respect to New York State and federal labor law requirements. Such documents include, but are not limited to certified payrolls, requests for wage decisions, requests for additional classifications, copies of wage decisions and any effective change or modifications, notice of start of construction, on-site inspection reports and employee interviews, copies of correspondence, memoranda, apprentice registration records and pre-commencement conference records. These documents are to be made available to OCD upon request.

g. Pre-Commencement Conference

OCD, Municipality, Subrecipients, if any, and subcontractors, if any, shall hold a conference, prior
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to commencement of the Project (or for each Subrecipient activity, depending on the Project), to review their responsibilities under this Agreement, each Subrecipient agreement, and each subcontract, as applicable, including, as applicable, obligations regarding federal and state labor laws applicable to construction or building services work. After each conference, Municipality shall provide a report to OCD containing the following:

- i. Project name, location, and description;
 - ii. Name of Subrecipient and subcontractors, as applicable;
 - iii. Contract amount;
 - iv. Date and place of conference;
 - v. Conference attendees; and
 - vi. Summary of items covered.
- h. Construction & Building Services Certified Payroll

i. For Municipality and Subrecipient subcontracts involving construction or building services, Municipality shall, and shall cause Subrecipients, if any, to require subcontractors to submit to Municipality weekly payroll certifications compliant with New York State and federal law for each workweek from the time the Project is commenced until completion. Municipality's agreement with Subrecipients, if any, shall also contain the same requirement for each Subrecipient's agreement with subcontractors, if any. If no work is performed during any given week, subcontractors shall submit a certification that "no work was performed during this work week". The first and final payrolls are to be marked as such. The subcontractor(s) shall use payroll certification form(s) that meet New York State and federal requirements.

A. The federal form (WH-347) may be found here:
<http://www.dol.gov/whd/forms/wh347instr.htm>

ii. The provisions of this subdivision VII(E)(5)(h) shall survive expiration or earlier termination of this Agreement.

i. Monitoring and Inspections

Municipality will monitor all Subrecipient and subcontractor services on a regular basis to assure contract compliance, and shall require Subrecipients, if any, to do the same with Subrecipients' subcontractors, if any. Results of MWBE and EEO/AA efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. In addition, appropriate staff of Municipality shall visit the site during the performance of the Project and OCD shall also have the right to monitor and inspect the Project and the expenditure of funds in order to ensure compliance with HUD regulations and the provisions of this Agreement. The provisions of this subdivision VII(E)(5)(i) shall survive expiration or earlier termination of this Agreement.

6. Build America, Buy America Act (BABA)

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA) Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal

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financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by Orange County, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs. The BAP is now applicable to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022 with total federal financial assistance greater than \$250,000. The BAP does not currently apply to projects that do not contain iron or steel or project with total federal financial assistance of \$250,000 or less. This waiver is currently effective until November 23, 2028.

Municipality, Contractor, Subcontractors and all Subrecipients shall comply with the Build America, Buy America Act Section 70912, enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes domestic content procurement preference for infrastructure projects:

(1) All iron and steel used in the project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) All manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

(3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

See 5 IIJA, § 70923(a) & (b)(1) and 6 OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2021/06/M-21-26.pdf> or the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IIJA, § 70912(2). 8 IIJA, § 70912 (5) & (7).

F. Use and Reversion of Real Property Assets

1. The use and disposition of real property by Municipality and all Subrecipients, if any, funded by this Agreement shall be in compliance with the requirements of 2 C.F.R. § 200, 24 C.F.R. 570.505, 24 C.F.R. 570.502 (a)(5), §570.503 and §570.504, as applicable.
2. Pursuant to 24 C.F.R. §570.505, 24 C.F.R §570.503(b)(7)(i), 24 C.F.R. §570.501(b) and OCD Policy, real property under Municipality's or Subrecipient's control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000 shall be used to meet one of the CDBG National Objectives defined in 24 C.F.R. §570.208 until ten (10) years after Municipality is no longer considered by HUD to be a part of the urban county in the case of Municipality and for ten (10) years after expiration of the Subrecipient Agreement between Municipality and Subrecipient, as applicable.
3. If Municipality and/or Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay to Municipality, as applicable, and/or Municipality shall pay to County an amount equal to the current market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to County. Municipality and/or Subrecipient, as applicable, may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.

4. HUD may require recipients to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with Federal funds and that use and disposition conditions apply to the property.
5. The provisions of this subsection VII(F) shall survive expiration or earlier termination of this Agreement.

G. Reversion of Funds and Receivable Assets

Pursuant to 24 C.F.R. §570.503(b)(7), Municipality shall transfer to County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement held by Municipality, Subrecipients or subcontractors, as applicable, at the time of expiration, cancellation, or termination of this Agreement. The provisions of this subsection VII(G) shall survive expiration or earlier termination of this Agreement.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

Municipality agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, ("URA"), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. §570.606(b); (b) the requirements of 24 C.F.R. §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 C.F.R. §570.606(d) governing optional relocation policies. Municipality shall provide relocation assistance to displaced persons as defined by 24 C.F.R. §570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for the Project. Municipality also agrees to comply with applicable OCD policies concerning displacement of individuals from their residences. The provisions of this Section VIII shall survive expiration or earlier termination of this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with all federal, New York State and County and civil rights laws and regulations including, but not limited to, Article 15 of the New York State Executive Law (also known as the "Human Rights Law"), Titles II and VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (the "Fair Housing Act"), 24 CFR §570.904, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967. A Fair Housing Resolution, as provided by the Municipality at the time of application, is attached as **Exhibit 8**.

2. Nondiscrimination

a. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. §570.607, as revised by Executive Order 13279 and the applicable non-discrimination provisions in Section 109 of the HCD Act, Article 15 of the New York State Executive Law (otherwise known as "The Human Rights Law") and New York State Labor Law.

b. Municipality shall, and shall cause its subcontractors, Subrecipients and their

subcontractors, if any, to abide by all applicable provisions of federal and state laws and regulations, as applicable to its officers, employees, agents, Subrecipients, subcontractors, and other representatives. In hiring and employment practices, Municipality, its Subrecipients and subcontractors, if any, shall not in any manner discriminate on the basis of race, creed, color, religion, sex (including gender identity or expression), national origin, citizenship status, age, marital status, disability, genetic information or predisposing genetic characteristics, sexual orientation, military status, marital status, or domestic violence victim status.

c. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to abide by all applicable provisions of federal and New York State laws and regulations, as applicable to sale or rental of the property, if this Agreement funds the purchase improvement of any property which is later sold or rented. With respect to any sale of any real property and selection and treatment of tenants, Municipality, Subrecipients and subcontractors, if any, shall not in any manner discriminate on the basis of race, color, religion, sex (including gender identity or expression), familial status, national origin, disability, age, sexual orientation, military status, or marital status.

3. Land Covenants

a. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 C.F.R. §570.601 and §570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with CDBG assistance, Municipality shall and shall cause its Subrecipients, if applicable, to, cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, age, sexual orientation, military status or marital status, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Municipality, and any applicable Subrecipient, shall in undertaking its obligation to carry out the program assisted hereunder, agree to take such measures as are necessary to enforce such covenants, and will not itself so discriminate.

b. The provisions of this subdivision IX(A)(3) shall survive expiration or earlier termination of this Agreement.

4. Section 504

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794) which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program. The provisions of this subdivision IX(A)(4) shall survive expiration or earlier termination of this Agreement.

5. Fair Housing

The Municipality agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Municipality agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Municipality also agrees to affirmatively further fair housing within its own jurisdiction and support the County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in

turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- an alien lawfully admitted for permanent residence as an immigrant excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- an alien who is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];
- an alien who has qualified as a refugee or asylee;
- an alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;
- an alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or
- an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act.

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Equal Employment Opportunity, Affirmative Action, Executive Order 11246

In all solicitations or advertisements for employees placed by or on behalf of Municipality, Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, state that it is an Equal Opportunity and Affirmative Action employer. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with the principles as provided in the federal Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 of October 13, 1967 which is incorporated by reference into this Agreement.

2. Minority- and Women- Owned Businesses (MWBE)

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to use its best efforts to afford small businesses, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, (15 U.S.C. §632) and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Municipality, its Subrecipients and subcontractors, if any, may rely on New York State and/or federal MWBE certifications as to the status of a MWBE in lieu of an independent investigation.

3. Access to Records

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to furnish all information and reports hereunder and will permit access to its books, records and accounts by County, HUD, other authorized state, and federal officials, or any of their designees, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated in this Section IX(B) of this Agreement. The provisions of this subdivision IX(B)(3) shall survive expiration or earlier termination of this Agreement.

4. Subcontract Provisions

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to include the provisions of subsections IX(A) Civil Rights and (B) Affirmative Action in every Subrecipient Agreement and subcontract, specifically or by reference, so that such provisions will be binding upon each Subrecipient and each of Municipality's and Subrecipient's subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Municipality, its subcontractors, Subrecipients and their subcontractors, if any, are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

a. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Chapter 37), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to comply with the Copeland Anti-Kickback Act (18 U.S.C. §874 et seq.) and its implementing regulations of the U. S. Department of Labor at 29 C.F.R. Part 5. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to maintain documentation which demonstrates compliance with hour and wage requirements of 29 C.F.R. Part 5. Such documentation shall be made available to County for review upon request.

b. With the exception of activities involving the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, Municipality agrees that, all subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply, with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. Parts 1, 3, 5, and 7, including but not limited to 29 C.F.R. §5.5; provided, that if wage rates higher than those required under the regulations are imposed by New York State or local law, nothing hereunder is intended to relieve Municipality of its obligation, if any, to require payment of the higher wage. Municipality shall cause or require to be inserted in full, in all such Subrecipient Agreements and subcontracts subject to such regulations, provisions meeting the requirements of this subdivision IX(C)(2).

3. "Section 3" Clause

a. If the total assistance provided by the United States Department of Housing and Urban Development (ie. CDBG, HOME, ESG, HOME-ARP, etc.) exceeds \$200,000.00, this Agreement, and the work to be performed under it is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (Section 3), as amended. The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance from HUD or HUD-funded projects covered by Section 3, shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to persons who are recipients of HUD assistance for housing, and to businesses that are either low- or very low-income residents of the neighborhoods where the financial assistance is spent, or

substantially employ these persons.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this Agreement the parties certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 75 regulations.

c. The Municipality agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

d. The Municipality agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

e. The Municipality agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, Municipality agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the Municipality is not able to meet this benchmark goal, it must provide to the County a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

f. The Municipality agrees to post copies of a notice advising workers of the contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

g. If applicable, the Municipality agrees to notify each labor organization or representative of workers with which the Municipality has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

h. The Municipality agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

i. The Municipality agrees to hire, to the greatest extent feasible, Section 3 Workers as new hires, or provide written justification to the County that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

j. The Municipality agrees to attempt to recruit from within the grantee's service area to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents.

k. The Municipality agrees to maintain records documenting Section 3 Residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

- l. The Municipality agrees to post contracting and job opportunities to the Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>) and will check the Portal for businesses located in the project area.
- m. The Municipality will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- n. The Municipality will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- o. The Municipality agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the United States Department of Housing and Urban Development (HUD). The Municipality is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.
- p. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

4. Drug-Free Workplace

Municipality will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Municipality's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. Municipality's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subdivision IX(C)(4)(a);
- d. Notifying the employee in the statement required by subdivision IX(C)(4)(a) that, as a condition of employment under the performance of the Project funded by this Agreement, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying OCD and HUD in writing, within ten (10) calendar days after receiving notice under subdivision IX(C)(4)(b) from any employee or otherwise receiving actual notice of such

conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected grant;

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subdivision IX(C)(4)(b), with respect to any employee who is so convicted.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this subdivision IX(C)(4).

D. New York Law Requirements

1. Labor Law. For any contract(s) funded by this Agreement and involving public work or building services as respectively defined by Article 8 and Article 9 by New York State Labor Law, Municipality, shall and shall cause its Subrecipients, if any, to prepare all solicitation documents and contract terms and conditions and administer such contracts in accordance with the applicable provisions of Article 8 or Article 9.
2. Non-Collusive Bidding. For any contract(s) funded by this Agreement to which New York State General Municipal Law §103-d is applicable, Municipality shall, and shall cause its Subrecipients, if any, to enclose the required Non-Collusive certification in the solicitation documents.
3. Non-Responsibility Determination. For any contract(s) funded by this Agreement to which New York State Finance Law §§139-j and 139-k are applicable, Municipality shall, and shall cause its Subrecipients, if any, to enclose the required non-responsibility disclosure and certification in the solicitation documents.
4. Iran Divestment Act. For any subcontract(s) funded by this Agreement to which New York State General Municipal Law §103-g is applicable, Municipality shall, and shall cause Subrecipients, if any, to enclose the required Iran Divestment Act certification in the solicitation documents.
5. Conflicts of Interest. Pursuant to New York State General Municipal Law § 801, except as provided in General Municipal Law §802, (1) no municipal officer or employee shall have an interest in any contract with the municipality of which he or she is an officer or employee, when such officer or employee, individually or as a member of a board, has the power or duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder (b) audit bills or claims under the contract, or (c) appoint an officer or employee who has any of the powers or duties set forth above and (2) no chief fiscal officer, treasurer, or his or her deputy or employee, shall have an interest in a bank or trust company designated as: a depository, paying agent, registration agent or for investment of funds of the municipality of which he or she is an officer or employee. The provisions of General Municipal Law §801 shall in no event be construed to preclude the payment of lawful compensation and necessary expenses of any municipal officer or employee in one or more positions of public employment, the holding of which is not prohibited by law.

6. Identification Number(s).

a. For granting, renewing, amending, supplementing, or restating the license of any person, and for every invoice or other claim for payment submitted to County by Municipality under this Agreement, the invoice or claim must include Municipality's payee identification number. This number is any or all of the following:

- i. the payee's federal employer identification number;
- ii. the payee's federal social security number, and/or
- iii. the payee's Vendor Identification Number assigned by County, if any.

Failure to include such number(s), as required by County, may delay payment. Where Municipality does not have such number(s), on its invoice or other claim for payment, Municipality must give the reason or reasons why it does not have a payee number(s).

b. Privacy Notification.

i. The County's authority to request the above personal information from Municipality, and its authority to maintain such information, is found in New York State Tax Law §5. Disclosure of this information by Municipality to County is mandatory. The principal purpose for collection of the information is for New York State to identify individuals, businesses and others who have been delinquent in filing tax returns, or may have understated their tax liabilities, and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

ii. The County may forward the personal information to the New York State Commissioner of Taxation and Finance upon that Commissioner's request pursuant to New York State Tax Law §5(3).

7. Prohibition on Purchase of Tropical Hardwoods

a. Municipality certifies and warrants that all wood products to be used in performing the Scope of Work under this Agreement, or Subrecipient Agreement(s) if any, will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by New York State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of Municipality to establish to meet with the approval of OCD.

b. In addition, when any portion of this Agreement or Subrecipient Agreement(s) involving the use of woods, whether supply or installation, is to be performed by any Subrecipient or Municipality's or Subrecipient's subcontractors, as applicable, the Municipality or Subrecipient and/or subcontractor, as applicable, will indicate and certify in the submitted bid or proposal that the Subrecipient and/or subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in New York State Finance Law §165. Under bidder certifications, proof of qualification for exemption will be the responsibility of Municipality to meet with the approval of OCD.

c. Municipality certifies that any use of tropical hardwood in the Scope of Work meets with the exception requirements of New York State Finance Law §165(2)(d)(iii), as established by the Municipality and was approved by County during the quote, bid or proposal process.

8. Compliance with New York State Information Security Breach Notification Act

Both during and after the performance of the Scope of Work under this Agreement and any Subrecipient Agreement(s), with respect to all data involved in the performance of this Agreement and any Subrecipient Agreement(s), Municipality shall, and shall cause Subrecipients and subcontractors, if any, to comply with the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208, both as may be amended).

9. Compliance with Executive Order 38

Municipality is and shall remain, and shall ensure that all Subrecipients and subcontractors, if any, are and shall remain, in compliance with New York State Executive Order 38 of 2013, as may be amended. More information may be found at: <http://www.executiveorder38.ny.gov/>.

10. Sexual Harassment Certification. Pursuant to the New York State Finance Law §139-l, by execution of this Agreement, Municipality and the individual signing this Agreement on behalf of the Municipality certifies, under penalty of perjury, that Municipality has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>. The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at: <https://www.orangecountygov.com/1137/Human-Resources>.

11. Compliance with Other New York Laws and Regulations

Municipality shall, and shall cause all Subrecipients and subcontractors, if any, to comply with all other New York State laws and regulations applicable to this Agreement and the performance of the Project by Municipality and its Subrecipients and/or subcontractors, if any.

E. Conduct

1. Assignability

Pursuant to New York State General Municipal Law §109, Municipality shall not assign, transfer, convey, sublet, or otherwise dispose of any of its rights, interest or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without County's previous written consent. Any assignment, transfer, conveyance, subletting or other disposal without the required written consent shall cause the contract to be revoked and annulled by County and Municipality shall forfeit and lose all moneys due under the Agreement, except so much as may be required to pay Municipality's employees performing activities under the Agreement. Any assignment, transfer, conveyance, subletting or other disposal properly consented to by County shall be subject to all of the terms and conditions of this Agreement. The provisions of this subdivision IX(E)(1) shall survive expiration or earlier termination of this Agreement.

4. Hatch Act

Municipality agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Chapter 15.

5. Conflict of Interest

a. Municipality shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of

interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Municipality further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Municipality hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Municipalities which are receiving funds under the CDBG Entitlement program.

- b. The provisions of this subdivision IX(E)(3) shall survive expiration or earlier termination of this Agreement.

4. Lobbying

- a. By execution of this Agreement Municipality certifies to the best of the knowledge and belief of the undersigned, that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of Municipality, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- iii. Municipality shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subrecipients, subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors (of Municipality and Subrecipients) shall certify and disclose accordingly.

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

- c. The provisions of this subdivision IX(E)(4) shall survive expiration or earlier termination of this Agreement.

5. Copyright

In addition to any other rights HUD may have pursuant to 2 C.F.R. § 200.315, if this Agreement results in any copyrightable material or inventions, County and HUD reserve the right to royalty-free, non-exclusive, and irrevocable licenses to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes. The provisions of this subdivision IX(E)(5) shall survive expiration or earlier termination of this Agreement.

6. Rights to Inventions Made under Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Municipality or Subrecipient, if any, wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Municipality or Subrecipient, if any, must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Religious Organization

Municipality agrees, and shall cause all Subrecipients and their subcontractors, if any, to agree, that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 C.F.R. §570.200(j) (such as worship, religious instruction, or proselytization) as part of the programs or services funded under this Agreement. If Municipality or any Subrecipient or either of their subcontractors, if any, conduct such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the CDBG-funded programs or services. Municipality, its Subrecipients or either of their subcontractors, if any, shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. The provisions of this subdivision IX(E)(6) shall survive expiration or earlier termination of this Agreement.

8. Excessive Force

a. Pursuant to Section 519 of the 1990 HUD Appropriations Act (P.L. 101-140) and Section 906 of the National Affordable Housing Act (NAHA) of 1990 (P.L. 101-625) Municipality and all of its government entity Subrecipients, if any, have adopted and are enforcing:

i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

b. The provisions of this subdivision IX(E)(7) shall survive expiration or earlier termination of this Agreement.

X. ENVIRONMENTAL CONDITIONS

A. Air, Water and Environmental Review

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with the following laws and regulations applicable to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. §1857, et seq., 42 U.S.C. 7401- 7671q, and all regulations and guidelines issued thereunder;
2. Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended
4. HUD Environmental Review Procedures (24 C.F.R. Part 58);
5. New York State Environmental Quality Review Act, and all regulations and guidelines issued thereunder;
6. All other federal, state, and local laws, regulations, and ordinances applicable to the activities funded under this Agreement.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001), Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to agree that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. §570.608, and 24 C.F.R. Part 35, Subpart B. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties that include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under six (6). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

Municipality agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, (16 U.S.C. §470) and the procedures set forth in 36 C.F.R., Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

E. Survival

The provisions of this Section X shall survive expiration or earlier termination of this Agreement.

XI. FORCE MAJEURE

A. A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of Municipality or County in the performance of this Agreement where non-performance, by exercise of reasonable diligence, cannot be prevented.

B. The affected party shall provide the other party with written notice of any Force Majeure occurrence as soon as the delay is known and shall provide the other party with a written contingency plan to address the Force

Majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the Force Majeure condition continues beyond thirty (30) days, the parties shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives hereunder.

C. Neither County nor Municipality shall be liable to the other for any delay in or failure of performance under this Agreement due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of causes of such delay or failure shall extend the period for performance to such extent as determined by County and Municipality to be necessary to enable complete performance by County and Municipality if reasonable diligence is exercised after the cause of delay or failure has been removed.

E. Notwithstanding the above, at the discretion of County, where the delay or failure will significantly impair the value of this Agreement to County, County may terminate this Agreement or the portion thereof which is subject to delays in accordance with Section VI(G) of this Agreement.

XII. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or, if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division. The provisions of this Section XII shall survive expiration or earlier termination of this Agreement.

XIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York without giving effect to choice of law provisions. Municipality shall render all services under this Agreement in accordance with applicable provisions of all federal, New York State, County and Municipality laws, regulations and policies as are in effect at the time such services are rendered. The provisions of this Section XIII shall survive expiration or earlier termination of this Agreement.

XIV. SERVICE OF PROCESS

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules, Municipality hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Municipality's actual receipt of process or upon County's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Municipality must promptly notify County, in writing, of each and every change of address to which service of process can be made. Service by County to the last known address shall be sufficient. Municipality will have thirty (30) calendar days after service hereunder is complete in which to respond. The provisions of this Section XIV shall survive expiration or earlier termination of this Agreement.

XV. CONFLICTING TERMS

In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof), New York State laws and regulations, and federal laws and regulations the strictest term or condition shall control, unless federal preemption requires otherwise. The provisions of this Section XV shall survive expiration or earlier termination of this Agreement.

XVI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect. The provisions of this Section XVI shall survive expiration or earlier termination of this Agreement.

XVII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement. The provisions of this Section XVII shall survive expiration or earlier termination of this Agreement.

XVIII. EXHIBITS

A. As a condition of contract, Municipality shall provide and keep updated, in accordance with the terms of this Agreement, the information required for completion of the following Exhibits:

- Exhibit 1: OCD CDBG Approved Project Budget
- Exhibit 2: Annual Beneficiary Report [Exhibit 2 is not used if not applicable]
- Exhibit 3: Project Implementation Schedule
- Exhibit 4: CDBG Payment Request – Municipal Voucher
- Exhibit 5: Insurance Certificates and Bonds required by the Agreement
- Exhibit 6: Quarterly Project Progress Report
- Exhibit 7: Council/Board Resolution for Certification of Authority
- Exhibit 8: Fair Housing Resolution

B. The provisions of this Section XVIII shall survive expiration or earlier termination of this Agreement.

XIX. WAIVER

Either party's failure to act with respect to a breach by the other does not waive its right to act with respect to subsequent or similar breaches. The failure of either party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision. The provisions of this Section XIX shall survive expiration or earlier termination of this Agreement.

XX. INCORPORATION BY REFERENCE

All County, New York State and federal laws, regulations, policies, and other guidance noted in this Agreement are hereby incorporated by reference in full, all as may have been previously amended from their initial enactment until the date of this Agreement, and all as may be amended in the future. The provisions of this Section XX shall survive expiration or earlier termination of this Agreement.

XXI. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

XXII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between County and Municipality for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between County and Municipality with respect to this Agreement.

XXIII. AUTHORITY

Each party represents that the signatory has been duly authorized to bind the party by executing this Agreement. Proof of Municipality's authorization is in the attached **Exhibit 7**.

XXIV. SIGNATURES

A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

This Agreement may be executed in one or more counterparts and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY

MUNICIPALITY

COUNTY OF ORANGE

VILLAGE OF WARWICK

By: _____

By: _____

Name: Stefan ("Steven") M. Neuhaus

Name: Michael Newhard

Title: County Executive

Title: Mayor

COUNTY ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared **Stefan ("Steven") M. Neuhaus** personally known to me or proved to me on the basis of satisfactory evidence to be 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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public

MUNICIPALITY ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the _____ day of _____ in the year 20__ , before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be 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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public

**ADDENDUM TO THE COUNTY OF ORANGE
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM MUNICIPAL AGREEMENT FOR FY 2023**

This Addendum dated the ___ day of _____, 2023, modifies a “County of Orange Community Development Block Grant Program Municipal Agreement for FY 2023” dated the ___ day of _____, 2023 (the “Agreement”), entered into by the County of Orange (the “County”) and the **Village of Warwick (the “Municipality”)**, as follows:

WHEREAS, pursuant to the Agreement, the Municipality is to receive **\$112,000.00** in Community Development Block Grant (“CDBG”) monies to perform work relating to a project entitled **South Street ADA Sidewalk Improvements** (the “Project”); and

WHEREAS, Engineering & Surveying Properties, Inc., is an engineering firm retained by the Municipality to provide assistance with regard to the Municipality’s efforts to obtain CDBG monies for the Project; and

WHEREAS, the Municipality and Engineering & Surveying Properties, Inc, certifies that the work comprising the Project does not constitute maintenance or repair work which would be an ineligible activity pursuant to applicable HUD regulations, including Title 24 of the Code of Federal Regulations; and

NOW THEREFORE, for good and valuable consideration, the existence and sufficiency of which is hereby acknowledged, the County and the Municipality agree as follows:

1. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, including its officials and employees, against all claims, losses, damages, liabilities, costs, fees, penalties, fines or expenses arising out of a finding and/or determination that any aspect of the Project funded (in whole or in part) by CDBG monies is not an eligible activity under Title 24 of the Code of Federal Regulations.

2. If a finding and/or determination is made that any aspect of the Project funded (in whole or in part) by CDBG monies is not an eligible activity under Title 24 of the Code of Federal Regulations, and the County is required to reimburse and/or expend funds as a result of such finding and/or determination, then the Municipality shall pay to the County an amount equal to the amount the County is required to reimburse and/or expend as a result of such finding and/or determination, plus reasonable attorneys’ fees.

3. The Municipality shall make such payment to the County within sixty (60) days of receipt of written notice from the County that payment to the County pursuant to this Addendum is required.

4. Such payment shall be made to the County without deduction, defense, setoff, or counterclaim.

5. The Municipality's obligations assumed pursuant to this Addendum shall survive the expiration or termination of this Agreement.

6. All other terms of the Agreement, except as specifically amended or modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

County of Orange

Village of Warwick

By: _____
Stefan ("Steven") M. Neuhaus
County Executive

By: _____
Michael Newhard
Mayor

EXHIBIT 1

Exhibit 1 is comprised of South Street ADA Sidewalk Improvements to benefit Low-Mod Clientele LMC Project Budget as approved by OCD. 3rd Street to Lawrence Avenue

Municipality: Village of Warwick Federal Tax ID # (EIN): 14-6002491

Unique Entity ID #: E3NPR68YHGZ5 CAGE Code: 64N00

Project CDBG Award: \$112,000.00 Funds committed from other sources: \$62,400

Total Project Cost (CDBG Funds + Other Funds Committed): \$174,400

Budget Item	Calculation	CDBG Request
DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM		
1- Mobilization/Demobilization	1 Lump Sum @ \$4,000	\$4,000
2- Demolition Work	1 Lump Sum @ \$6,000	\$6,000
3- Maintenance & Protection of Traffic	1 Lump Sum @ \$2,000	\$2,000
4- *Concrete Sidewalks (4 feet wide)	650 Linear feet @ \$75	\$48,750
5- *Concrete Curb	1475 Linear feet @ \$35	\$0
6- *Roadway Asphalt Pavement Replacement	1475 Square feet @ \$15	\$22,125
7- *Driveway Asphalt Pavement Replacement	350 Square feet @ \$10	\$3,500
8- *ADA Drop Curb Landing w/ Detectable Warning Pad	8 Each @ \$500	\$4,000
9- *Reset Existing Bluestone Slabs	400 Linear feet @ \$40	\$16,000
10- Painted Pedestrian Crosswalk	4 Each @ \$500	\$2,000
11- Curtain Drain	100 Linear feet @ \$15	\$1,500
12- Utility Valves To Be Moved	2 each @ \$400	\$800
13- Catch Basins	3 Each @ \$3,500	\$0
14- Street Trees	2 Each @ \$162.50	\$325
15- Restoration (Topsoil, Seed & Mulch)	1 Lump Sum @\$1,000	\$1,000
*Includes all base & sub-base materials		
BUDGET TOTAL		\$112,000

EXHIBIT 2- THIS IS NOT APPLICABLE TO THIS AGREEMENT

Annual Beneficiary Report for any project which is not eligible based on low-mod area/census data. Use this form for public services, senior centers, etc.
DO NOT use this form for water/sewer/ADA, etc. projects.

REPORT FORM FOR _____
Municipality name and project

Accomplishments	PY 2023 Unduplicated count	P.Y. 2023 Total units of service (optional)
Total number (Unduplicated)		
INCOME RANGE (NOTE: Senior Centers do not have to report on income of participants)		
Extremely low 0-30%		
V. Low 31-50%		
Moderate 51-80%		
Race - NON-HISPANIC		
White		
Black		
Asian		
American Indian/Alaskan Native		
Multi-racial –		
American Indian-White		
Asian – White		
Black – White		
American Indian and Black		
Other Multi-Racial		
LATINO/HISPANIC		
White		
Black		
Asian		
American Indian/Alaskan Native		
Multi-racial –		
American Indian-White		
Asian – White		
Black – White		
American Indian and Black		
Other Multi-Racial		
Single Parent Head of Household:		
Male:		
Female:		
Persons with Disabilities:		

EXHIBIT 3
ORANGE COUNTY OFFICE OF COMMUNITY DEVELOPMENT
2023 CDBG MUNICIPAL PROGRAM
PROJECT IMPLEMENTATION SCHEDULE

MUNICIPALITY: Village of Warwick PROJECT/ACTIVITY NAME: South Street ADA Sidewalk Improvements
DATE PREPARED: June 29, 2023

For construction projects, the timeline is provided below. NOTE: OCD must complete the environmental review process before construction can begin on a funded project- a full set of plans and specifications will be required. Projects should be completed by October 31 st , 2024.	
Conceptual Engineering/Design prepared and documentation that all approvals and permits are in progress	At time of CDBG application - June 2022
Other match funding sources confirmed	At time of CDBG application – June 2022
Grant Award Notification from OCD	No later than December 31, 2023
OCD will notify awardees to submit final plans to OCD:	Spring 2023
Final Engineering/Design/Specifications/Plans Completed:	Spring 2023
OCD begins NEPA Part 58 environmental review – a full set of plans and specifications is required before this review can begin	Spring 2024 (the environmental review can take 60-90 days depending on the level of review and public comment periods needed)
Environmental Review Completed and HUD Authority to Use Grant Funds (AUGF)	Summer 2024 (after CDBG agreement is executed between HUD and County)
Once the CDBG agreement is executed and the environmental review is complete the municipality will receive a Notice to Proceed from OCD to start construction. Choice limiting actions including contract execution with contractor, acquisition, demolition, rehabilitation, new construction, and site prep, or any other activities that commit to future activities can now happen.	Any time after AUGF is received from HUD
Bid Specs Completed and sent to OCD for approval:	By February 1, 2024
Estimated date of bid opening:	By March 1, 2024
Pre-construction Meeting:	By March 31, 2024
Projected construction starts:	By May 1, 2024
Davis Bacon wages and project eligibility reviewed by Municipality and monitored by OCD	Before, during and at completion of construction
Progress vouchers assembled by Municipality, reviewed for accuracy and completeness, and submitted to OCD for monitoring, approval, and payment to municipality, 10% retainage will be held until completion of project	During and at completion of construction
Construction Completion	By September 2024
All vouchers submitted to OCD with complete documentation including engineers' final inspection of project	September 15, 2024
Date that all funds for project must be drawn from HUD:	October 31, 2024

EXHIBIT 4

Orange County Office of Community Development
CDBG Payment Request - Municipal Voucher

Submit Payment Request via Email to John Amante JAmante@orangecountygov.com (845) 615-3808

VENDOR/CLAIMANT'S PROJECT CERTIFICATION

As an Official who is authorized to legally bind the non-Federal entity, the undersigned hereby certifies to the County of Orange: "To the best of my knowledge and belief, the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE

Municipality

Project Engineer/Architect

Voucher Contact Person

Phone Number

Address

Email

Project Name and Funding Year

OCD Payment Request Amount \$

Check to be sure you have included the following along with this payment request:

- Payment Request form (AIA) signed and notarized by Contractor, signed by Engineer
- Certified Payrolls Forms (WH-347) signed and notarized by Contractor AND Subcontractors
- Any fully executed change orders, if applicable
- Self-Employed Contractor/Subcontractor Certification, if applicable

Incomplete and/or incorrect Vouchers will not be processed and will be returned resulting in payment delays.

If Final Payment:

- ADA Certification from Engineer, if applicable
- Executed Release of Lien
- Maintenance Bond/One (1) year guarantee

Force Account Payment Requests Only:

- material/equipment purchases only - submit receipts, packing slips, sign vendor invoice "received"
- For reimbursement of labor only - submit certified payroll, duty logs and/or schedules, summary sheet indicating number of hours, hourly rate and total amount requested from CDBG and amount to be paid from other sources.

EXHIBIT 5

Exhibit 5 includes the following attached Insurance Certificates:

INSURANCE REQUIREMENTS

New York State and County of Orange have outlined the requirements listed below for all municipal agreements, cooperation agreements and amendments that are executed in connection with the Community Development Block Grant Program (through the office of Community Development).

Important Note: Risk Management Department will not approve any municipal agreement or amendment for signature without the proper insurance certificates. In order to avoid any delays in the implementation of your CDBG project, please submit all insurance certificates in the proper format with your signed Municipal Agreement.

Thank you for your cooperation!

CERTIFICATE OF LIABILITY INSURANCE:

Acceptable certificates will include the following language and shall comply with the limits and terms contained in municipal grant agreements, cooperation agreements or agreement amendments.

- a. In the "Description Box" of the Certificate- "The County of Orange", c/o Office of Community Development is named as Additional Insured. The (municipality's name), shall have no right to recovery or subrogation against the County of Orange (including its employees and other agents and agencies)."
- b. In the "Certificate Holder" Box of the Certificate- "The County of Orange", c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924

CERTIFICATE OF WORKERS COMPENSATION:

- a. Form C-105.2/Form U-26.3 or
- b. SI-12 or GSI-105.2

CERTIFICATE OF DISABILITY BENEFITS INSURANCE:

- a. Form DB-120.1 or
- b. DB-155

WORKERS COMPENSATION AND DISABILITY EXEMPTIONS:

Municipalities exempt from Workers Compensation and/or Disability Benefits Insurance Coverage must submit "Certificate of Attestation of Exemption" Form CE-200.

Please contact your Insurance Agent with any questions on the required forms.

EXHIBIT 7

Attached Council/Board Resolution for Certification of Authority

EXHIBIT 8

EXHIBIT "F"

77 Main Street
Post Office Box 389
Warwick, NY 10900
www.villageofwarwick.org



(845) 886-2031
FAX (845) 886-8884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

GOVERNING BODY FAIR HOUSING RESOLUTION

The Village of Warwick supports Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New York State Human Rights Law. It is the policy of the Village of Warwick to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, ancestry, sex (including pregnancy), national origin, nationality, familial status, marital or domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, Veterans status, mental or physical disability, perceived disability, AIDS/HIV status and Lawful Income or Source of Lawful Rent Payment (Section 8). The Village of Warwick further objects to discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, ancestry, sex, national origin, handicap or disability as prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New York State Human Rights Law. Therefore, the Municipal Council of the Village of Warwick do hereby approve the following resolution.

BE IT RESOLVED, that within available resources, the Village of Warwick will assist all persons who feel they have been discriminated against under one of the aforementioned categories, to seek equity under federal and state laws by filing a complaint with the New York State Human Rights Law and the U.S. Department of Housing and Urban Development, as appropriate.

BE IT FURTHER RESOLVED, that the Village of Warwick shall publicize this resolution and through this publicity shall cause owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law, the New York State Human Rights Law, and any local laws or ordinances.

BE IT FURTHER RESOLVED, that the municipality will at a minimum include, but not be limited to: (1) the printing and publicizing of this resolution, a fair housing public notice and other applicable fair housing information through local media, community contacts and placement on the Municipal website and in other social media; (2) distribution of posters, flyers, and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing.

Approved this 3rd day of April, 2023.

ATTEST:



Signature of Authorized Representative

4. 6. 23
Date

Michael J. Newhard
Printed Name of Authorized Representative

845-986-2031
Telephone Number

77 Main Street
Post Office Box 369
Warwick, NY 10990
www.villageofwarwick.org



VILLAGE OF WARWICK
INCORPORATED 1867

(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

Building and Planning Department

Escrow Release Request for Balance of Funds

July 24, 2023

Requested Payee – Warwick Commons Stage 5, LLC
321 Rte. 59
#338
Tallman, NY 10982

Re: Site Plan Approval – Approved

Total Balance **-\$202.98**

According to Sec. 64-3 of the Village of Warwick Local Law E: In the event that an applicant shall withdraw his application at any stage of the proceedings or when the application review and approval process has been completed, the balance of funds in the applicant's account after all current outstanding fees are paid shall be either remitted to the applicant with 60 days of final action by the board or, if so directed by the applicant shall remain on deposit as the applicant's initial payment toward post-approval inspection requirements (if required).

Respectfully;

Maureen J. Evans,
Planning Board secretary

77 Main Street
Post Office Box 369
Warwick, NY 10990
www.villageofwarwick.org



VILLAGE OF WARWICK
INCORPORATED 1867

(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

Building and Planning Department

Escrow Release Request for Balance of Funds

July 24, 2023

Requested Payee –Evangelos Theologis
10 Galloway Hts.
Warwick, NY 10990

Re: Site Plan Approval – Approved

Total Balance -**\$68.25**

According to Sec. 64-3 of the Village of Warwick Local Law E: In the event that an applicant shall withdraw his application at any stage of the proceedings or when the application review and approval process has been completed, the balance of funds in the applicant's account after all current outstanding fees are paid shall be either remitted to the applicant with 60 days of final action by the board or, if so directed by the applicant shall remain on deposit as the applicant's initial payment toward post-approval inspection requirements (if required).

Respectfully;

Maureen J. Evans,
Planning Board secretary

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
AUGUST 21, 2023
ADDENDUM NO. 1**

11. **MOTION** to authorize the Mayor to sign the Grantee Certification for DASNY Local Community Assistance Program (LoCAP) Grant Project ID: 25336 ‘Relocation of the Maple Avenue Water Booster Station’ for an award amount of \$250,000 with a total estimated project cost of \$1,064,000. The total commitment of funding from the Village of Warwick for this project is \$855,117. Funds for engineering costs associated with this project in the amount of \$50,502 were already paid from FY 2022-23 budget codes F.1440.4 and F8320.2. Funding in the amount of \$804,615 has been committed to FY 2023-24 budget codes F.1440.4 and F.8320.2

The vote on the foregoing motion was as follows:

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____
Trustee McKnight ____ Mayor Newhard ____



DASNY

KATHY HOCHUL
Governor

ALFONSO L. CARNEY, JR.
Chair

REUBEN R. MCDANIEL, III
President & CEO

October 19, 2022

VIA EMAIL

Michael Newhard
Mayor of the Village of Warwick
77 Main Street
Warwick, New York 10990

Re: *Local Community Assistance Program ("LoCAP")*
Relocation of the Maple Avenue Water Booster Station
Project ID: 25336

Dear Michael Newhard:

As you know, the State has awarded the Village of Warwick ("Grantee") a Local Community Assistance Program ("LoCAP") grant for the above-referenced project in the amount of \$250,000.00 (the "Grant").

This letter outlines the documentation you will need to complete and return to DASNY in order to start the Grant Administration process.

- *Please return the completed documentation electronically, as described below within thirty (30) days. **If you are not able to meet this timeframe, please send an email to callcenter@dasny.org with your requested timeline for submission.***
- *If the information is not returned in a timely manner, or documentation is incomplete, your Grant will be delayed as DASNY generally reserves the right to request updated documentation throughout the administrative process to ensure the required reviews are based on accurate information.*
- *If there are any changes to the contact information for the primary contact for your organization, the authorized officer contact information, or change in your organizational address – please email (grants@dasny.org).*

Please also read the attached Frequently Asked Questions (FAQs) as it relates to the following requested documents and other questions that you may have regarding the Grant Process.

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000
BUFFALO: 539 Franklin Street, Buffalo, NY 14202 | 716-884-9780
NEW YORK CITY: 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000
ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-450-8400

DORMITORY AUTHORITY STATE OF NEW YORK
WE FINANCE, DESIGN & BUILD
NEW YORK'S FUTURE.
www.dasny.org



The following documents must be completed and returned to DASNY so the required reviews can be conducted and State approvals obtained:

- Completed Grantee Certification signed by two (2) authorized officers;
- Completed Project Certification signed by an authorized officer;
- Completed and signed W-9;
- The Grantee Questionnaire (GQ) requested by DASNY expires after one (1) year;

- o The GQ on file has expired or is about to expire. Please provide the names, titles and email addresses of two authorized officers so that a GQ may be sent out by the Processor that will be assigned to review your paperwork:

Authorized Officer #1: Name: _____ Title: _____

Email: _____ Phone: _____ Ext: _____

Authorized Officer #2: Name: _____ Title: _____

Email: _____ Phone: _____ Ext: _____

- Evidence of Site Control;
 - o Certificate of Municipal Site Control
- Financial documentation.

If your organization is a non-for-profit please also see the 'Prior to Final Approval' section in attached FAQs for information regarding the prequalification requirement through NY State Grants Gateway.

Grantees are also advised that grant-funded projects are subject to the State Environmental Quality Review Act (SEQRA) and State Historic Preservation Act (SHPA). Information regarding the SEQRA and SHPA process is included in the FAQs.

Should you have any questions concerning the enclosed documentation please either call (518) 257-3177 or email callcenter@dasny.org.

Sincerely,

Sarah D. Antonacci
Assistant Director, Grants Administration

GRANTEE CERTIFICATION
Village of Warwick
Relocation of the Maple Avenue Water Booster Station
Project ID: 25336

WE HEREBY WARRANT, REPRESENT AND CERTIFY TO DASNY that:

- The Village of Warwick (the "Grantee") has applied for a ("LoCAP") Grant in the amount of \$250,000.00 (the "Grant"). This Grant will be used for the Relocation of the Maple Avenue Water Booster Station (the "Project"). We understand that the Grant funds may be used only for certain community improvement purposes as set forth in the enabling legislation and that the Grant Disbursement Agreement (GDA) to be executed in connection with this Grant contains a provision that states that Grant funds may not be used to finance a program or project that will in any way promote or facilitate religious worship, instruction or proselytizing. We have been informed that this provision exists to ensure compliance with Federal and State law. Therefore, as Authorized Officers of the Grantee, we hereby certify the following in connection with the project to be financed by the Grant:
 - no religious purpose shall be advanced or promoted by the project or program funded by the Grant;
 - the project or program will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way by public funds;
 - the project or program shall be open to all without regard to religion; and
 - the Grantee shall take affirmative steps to ensure that information is widely disseminated with respect to the following aspects of the project or program:
 - the project or program is publicly funded;
 - the project or program is open to all, regardless of religious affiliation; and
 - the project or program beneficiaries are not limited to any particular sect or group.
 - the Grantee shall exercise care to make sure the facilities and/or services to be supported in whole or in part by grant proceeds are available and accessible to all members of the public by ensuring project location(s) and/or service areas are in proximity to public transportation; sufficient parking; and by choosing project location(s) and/or service areas that do not restrict use to a certain subset of the population defined by religion;
- We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above information in making the determination whether to award the Grant to the Grantee.
- By signing this document, we certify that we are authorized officers for the Grantee and have the authority to submit this Certification.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) above as indicated. Please return these documents to callcenter@dasny.org from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Authorized Officer (sign or type)
Michael J. Newhard

Printed Name (print or type)
Mayor

Title (print or type)

Dated

Authorized Officer (sign or type)
Barry Cheney

Printed Name (print or type)
Deputy Mayor

Title (print or type)

Dated

**PROJECT CERTIFICATE OF THE
Village of Warwick**
Local Community Assistance Program (the "LoCAP")
For the Relocation of the Maple Avenue Water Booster Station
(Project ID: 25336)

I, the undersigned, an Authorized Officer of Village of Warwick (the "Grantee"), DO HEREBY CERTIFY that:

- All contractors and vendors retained to perform services in connection with the Relocation of the Maple Avenue Water Booster Station (the "Project") shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- To the extent that LoCAP Grant proceeds are used to reimburse the Grantee for the cost of any portion of the Project noted above, the Grantee certifies that no other external funding source, including but not limited to, State or Federal restructuring loans, State or Federal grants, or grants, loans, or other funding from any other public or private source (currently or within the last six (6) years), will be used for substantially the same project costs at the same location as described in the Application or Project Information Sheet provided to DASNY.
- If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, security cameras, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, and items will be installed, stored, or secured on property owned by and/or under the control of the Grantee; the Grantee has or will develop, implement, and maintain a usage policy for items in compliance with all State and Federal regulations or privacy laws, including use, retention, storage, or deletion of any data, images, or videos stemming from grant funded purchase of such items if applicable.
- The Grantee has informed DASNY via the Project Application, Project Information Sheet, or other correspondence if Grantee is a state related entity, or if the project location is owned by a state related entity. Furthermore, if the status of the Grantee or project location changes, the Grantee will inform DASNY of any changes that would impact the tax-exempt status of the Grant.
- The Grantee acknowledges that Grant proceeds cannot be utilized to pay for:
 - Deposits advance payments, or progress payments until work is completed, or goods received by Grantee;
 - to pay down long term debt;
 - internal labor costs;
 - rental or leased equipment, or equipment with an anticipated useful life of less than three (3) years;
 - stockpiled materials;
 - recurring software costs, including licensing or maintenance fees;
 - materials and/or services provided by another entity other than a licensed contractor or vendor.
- The Grantee will maintain accurate books and records through project completion/payout of the Grant as well as for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during the Grantee's business hours upon reasonable request.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20_____.

By signing these documents, I certify that I am an authorized officer for the Grantee.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) above as indicated. Please return these documents to callcenter@dasny.org from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

By (sign or type): _____

Name (print or type): Michael J. Newhard

Title (print or type) Mayor

CERTIFICATE OF MUNICIPAL SITE CONTROL

We, the undersigned, an Authorized Officer of the Village of Warwick and the Municipal Attorney for Village of Warwick under the penalties of perjury, hereby certify, warrant, represent and confirm to the DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"), the following:

- 1) The Village of Warwick is a municipal corporation constituting a county, town, city or village within the meaning of §2 of Article 1 of the General Municipal Law.
- 2) The Village of Warwick has applied for a Grant and acknowledges that Grant funds may be used only for certain purposes as set forth in the Grant's enabling legislation.
- 3) The Grant Disbursement Agreement (GDA) to be entered into by and between the Village of Warwick and DASNY shall require the Grantee to certify that Village of Warwick has the requisite control over the Project Site.
- 4) The Grant project will be located at the following **Project Site**:

Name: *Maple Ave Water Booster Station*
Street Address: *20 Grand St*
Town / Village: *Warwick*
County: *Orange County*

- 5) The fee title of the Project Site is owned by the Grantee (**choose one**):

- Pursuant to deed identifying the Grantee as the fee owner, which deed was recorded in the Office of the Clerk of the County of _____.
- Pursuant to Executive or Legislative action granting title. **Provide citation:** _____
- As referenced by a copy of the most recent tax bill provided by the tax assessor's office which indicates ownership of the Project Site is vested in the Grantee, **attached hereto**.
- The Project Site will be located within a right of way or easement under the jurisdiction of the Grantee.

- 6) The Grant project to be constructed, built, reconstructed and/or operated and located on the Project Site is permitted by, does not and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under any deed restriction, encumbrance, restrictive covenant, agreement, easement and/or other lien. The Grant project shall comply in all respects with any and all applicable governmental laws, rules, regulations and ordinances.

- 7) Grantee further warrants and represents:
- a. There are no actions pending or threatened which may affect title to the Project Site or which may affect Grantee's ability to complete the Grant project;
 - b. There are no judgments filed against the Grantee or any liens filed against the Project Site or any portion thereto; and
 - c. There are no facts or circumstances which could affect title to the Project Site that have not been set forth herein.
- 8) We understand and agree that it is the Grantee's responsibility to comply with all deed restrictions, restrictive covenants, encumbrances, easements and other liens and any applicable laws, rules, regulations or ordinances concerning the Project Site.
- 9) We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above representations in making the determination whether to award a Grant to the Grantee and as an inducement to enter into the Grant Disbursement Agreement (GDA).
- 10) We have the authority to submit this certification on behalf of the Grantee.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) above as indicated. Please return these documents to callcenter@dasny.org from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Grantee: Village of Warwick

By:
 Name (sign or type): _____
 Name (print or type): Michael J. Newhard
 Title: **Authorized Officer**
 Dated: _____

By:
 Name (sign or type): _____
 Name (print or type): Stephen Gaba
 Title: **Municipal Attorney**
 Dated: _____

77 Main Street
Post Office Box 369
Warwick, NY 10990
www.villageofwarwick.org



(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

August 21, 2023

James Skoufis
Senator, 39th District
47 Grand Street
Newburgh, NY 12550

RE: LoCAP Application-Maple Avenue Water Booster Station Relocation

The estimated projected cost provided by Barton & Loguidice is \$1,064,000. The project began in fiscal year 22/23, which had a budget of \$575,000. The Village spent \$50,502 on engineering costs in the 22/23 budget year.

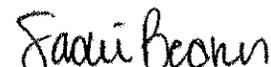
The current budget for fiscal year 23/24 is \$804,615.00 from the infrastructure reserve plus the LoCap Grant of \$250,000 for the remainder of the project.

I have included the following attachments:

- Cost estimate from Barton & Loguidice
- Page 9 of the 22/23 adopted budget showing the interfund revenue from the infrastructure reserve.
- Page 12 of the 22/23 adopted budget showing the project was budgeted.
- Page 9 of the 23/24 adopted budget showing the interfund revenue from the infrastructure reserve.
- Page 12 of the 23/24 adopted budget showing the project is budgeted.

If any further information is needed, please let me know.

Sincerely,


Sadie Becker
Village Treasurer



Village of Warwick
The Relocation of the Maple Avenue Water Booster Station

1334.019.001
RMDS/JAB
11/7/2022

Item	Description	Quantity	Unit	Unit Cost	Estimated Cost
1	Mobilization	1	LS	\$ 74,000	\$ 74,000
2	Demolition of Existing Pump Station	1	LS	\$ 12,000	\$ 12,000
3	Pressure Reducing Valve	1	LS	\$ 30,000	\$ 30,000
4	Furnish Package Pump Station	1	LS	\$ 397,000	\$ 397,000
5	Install Package Pump Station (with Generator)	1	LS	\$ 156,000	\$ 156,000
6	Site Work	1	LS	\$ 75,000	\$ 75,000
7	Yard Piping	1	LS	\$ 70,000	\$ 70,000
				<i>Subtotal</i>	\$ 740,000
				<i>Contingency</i>	20% \$ 148,000
				<i>Contractor General Conditions</i>	5% \$ 37,000
				<i>Subtotal</i>	\$ 925,000
				<i>Estimated Engineering, Legal, Administration</i>	15% \$ 139,000
				Total Estimated Project Capital Cost¹	\$ 1,064,000

¹ Note: Cost increase from the September 2022 estimate is the inclusion of a generator in the pump station.

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VILLAGE OF WARWICK
INCORPORATED 1867

RESOLUTION ADOPTING THE 2022-2023 VILLAGE BUDGET

WHEREAS, a tentative budget (the "Proposed Village Budget") for the Village of Warwick was prepared and introduced for the 2022-2023 fiscal year; and

WHEREAS, a public hearing was held on April 18, 2022, and all interested persons were afforded an opportunity to be heard with respect to the Proposed Village Budget, after which such public hearing was closed.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the Board of Trustees of the Village of Warwick hereby adopts the proposed Village Budget of the 2022-2023 fiscal year, including any amendments to such budget as approved by the Board of Trustees, which shall, upon adoption, become the final Village Budget for the 2022-2023 fiscal year; and

BE IT FURTHER RESOLVED that the Mayor, the Village Clerk and any officer, employee or consultant, as directed by the Mayor is authorized and directed to take any and all actions that are reasonably necessary, proper, or convenient to carry out the purposes of this Resolution.

Trustee Foster presented the foregoing resolution which was seconded by Trustee Cheney,

The vote on the foregoing resolution was as follows: **APPROVED**

Barry Cheney, Trustee, voting Aye

Carly Foster, Trustee, voting Aye

Thomas McKnight, Trustee, voting Aye

Corey Bachman, Trustee, voting Aye

Michael Newhard, Mayor, voting Aye

I, RAINA ABRAMSON, Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at the regular meeting of the Village Board of the Village of Warwick duly called and held on Monday, April 18, 2022 and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 19th day of April 2022.



Raina M. Abramson, Village Clerk

77 Main Street
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VILLAGE OF WARWICK
INCORPORATED 1867

Commitment to Provide Funding – Maple Avenue Water Booster Station Relocation Project

A **MOTION** was made by Trustee Cheney, seconded by Trustee Bachman, and carried to confirm the Village of Warwick's commitment to provide funding in the amount of \$575,000 towards the Maple Avenue Water Booster Station Relocation Project as part of the Local Community Assistance Program (LoCAP). Funds are appropriated in the FY 2022-23 budget codes F.1440.4 and F.8320.2

The vote on the foregoing **motion** was as follows: **APPROVED**

Trustee Cheney Aye Trustee Foster Aye Trustee Bachman Aye

Trustee McKnight Aye Mayor Newhard Aye

I, JENNIFER MANTE, Deputy Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at a regular meeting of the Village Board of the Village of Warwick duly called and held on Tuesday, September 6, 2022 and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 7th day of September 2022.

SEAL


Jennifer Mante, Deputy Village Clerk

VILLAGE OF WARWICK

Fiscal Year June 1, 2022 - May 31, 2023

WATER FUND REVENUE

Revenue Code		** REVENUE OTHER THAN REAL ESTATE TAXES **	
F 2140	Metered Sales		1,368,529
F 2142	Hydrant Rental		4,000
F 2144	Water Taps & Sprinkler Fees		4,000
F 2148	Water Sales Penalties		22,000
F 2401	Bank Interest & Earnings		3,500
			1,402,029
F.1289	NYS DEC Grant WQIP - Reservoir Land Acquisition (F.8340.4600)		288,150
			288,150
F 2801	Transfer from Dam Repair Reserve - Reservoir Land Acquisition (F.8340.4600)		96,050
F 2801	Transfer from Dam Repair Reserve - Tectonic Dam Engineering (F.1440.4950)		45,600
F 2801	Transfer from Infrastructure Reserve - Engineer for Well #3 construction (F.1440.4950)		60,000
F 2801	Transfer from Infrastructure Reserve - Maple Ave Pump Station Relocation		575,000
F 2801	Transfer from Infrastructure Reserve - Well #3 construction (F.8330.2350)		308,000
F 4089	Transfer from ARPA - Well #3 construction (F.8330.2350)		692,000
			1,776,650
TOTAL WATER FUND REVENUE			3,466,829

VILLAGE OF WARWICK

Fiscal Year June 1, 2022 - May 31, 2023

BUDGET CODE	WATER FUND - PROJECT HIGHLIGHTS	ESTIMATED COST
	ENGINEERING	
F.1440.4	Oakland Dr Water Main Extension	5,000
F.1440.4	Campbell Rd Water Main Extension	2,500
F.1440.4	Galloway Heights Valve Repair	5,000
F.1440.4	Robert Dr Vault Replacement	2,000
F.1440.4	Oakland, Orchard, Elm valve investigation	2,500
F.1440.4	B&L-Safe Yield Analysis	15,000
F.1440.4	Tectonic-Dam	Dam Reserve 45,600
F.1440.4	Pitingaro Doetsch-Well #3 CA/CO	60,000
F.1440.4	B&L-Maple Ave Water Booster Station Relocation	Interfund 75,000
F.1440.4	B&L Retainer	5,000
		217,600
	WATER PUMP STATIONS	
F.8320.2	Genset Hilltop PS	50,000
F.8320.2	Genset Galloway PS	30,000
F.8320.2	RAFA Scada system for Southern Lane PS, Ridgefield PS, Laura Lane PS	24,000
F.8320.2	Maple Ave PS relocation	Interfund 500,000
		604,000
	PURIFICATION	
F.8330.2	Well #3 construction	ARPA 1,000,000
F.8330.2	New standing seam roof MWTP	55,000
F.8330.2	Chemical handling equipment	7,500
F.8330.2	2 Dehumidifiers	5,000
F.8330.2	Relocate salvage genset from Orchard St PS to RWTP	40,000
F.8330.2	Mowing Equipment	2,000
		1,109,500
	TRANSMISSION/DISTRIBUTION	
F.8340.2	Correlator	29,000
F.8340.2	Leak Detector	5,000
F.8340.2	Tablet for meter information	1,000
F.8340.4	Heat-Water Barn	12,000
F.8340.4	Galloway Heights PRV	36,000
F.8340.4	Robert Dr prv vault replacement	20,000
F.8340.4	Reservoir land acquisition (NYS DEC Grant WQIP)	NYS DEC Grant 385,000
		405,000
	TOTAL	2,336,100



VILLAGE OF WARWICK
INCORPORATED 1867

RESOLUTION ADOPTING THE 2023-2024 VILLAGE BUDGET

WHEREAS, a tentative budget (the "Proposed Village Budget") for the Village of Warwick was prepared and introduced for the 2023-2024 fiscal year; and

WHEREAS, a public hearing was held on April 17, 2023, and all interested persons were afforded an opportunity to be heard with respect to the Proposed Village Budget, after which such public hearing was closed.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the Board of Trustees of the Village of Warwick hereby adopts the proposed Village Budget of the 2023-2024 fiscal year, including any amendments to such budget as approved by the Board of Trustees, which shall, upon adoption, become the final Village Budget for the 2023-2024 fiscal year: and

BE IT FURTHER RESOLVED that the Mayor, the Village Clerk and any officer, employee or consultant, as directed by the Mayor is authorized and directed to take any and all actions that are reasonably necessary, proper, or convenient to carry out the purposes of this Resolution.

Trustee Collura presented the foregoing resolution which was seconded by
Trustee Cheney,

The vote on the foregoing resolution was as follows: **APPROVED**

Barry Cheney, Trustee, voting Aye

Carly Foster, Trustee, voting Aye

Thomas McKnight, Trustee, voting Aye

Mary Collura, Trustee, voting Aye

Michael Newhard, Mayor, voting Aye

I, RAINA ABRAMSON, Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at the regular meeting of the Village Board of the Village of Warwick duly called and held on Monday, April 17, 2023 and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 18th day of April 2023.

SEAL



Raina M. Abramson, Village Clerk

WATER FUND REVENUE

Revenue Code		** REVENUE OTHER THAN REAL ESTATE TAXES **
F 2140	Metered Sales	1,458,205
F 2142	Hydrant Rental	4,000
F 2144	Water Taps & Sprinkler Fees	4,000
F 2148	Water Sales Penalties	22,000
F 2401	Bank Interest & Earnings	4,000
		1,502,205
F 1289	Grant - USEPA - Lead Service Line Lateral Inventory (F.1440.4950)	600,000
F 1289	Grant - LoCAP/DASNY-Maple Ave PS Relocation (F.8320.2000)	250,000
F 1289	Grant - NYS DEC WQIP - Reservoir Land Acquisition (F.8340.4600)	288,150
		1,138,150
F 2801	Transfer from Dam Repair Reserve - Reservoir Land Acquisition (F.8340.4600)	96,050
F 2801	Transfer from Dam Repair Reserve - Tectonic Dam Engineering (F.1440.4950)	40,000
F 2801	Transfer from Infrastructure Reserve - Maple Ave Pump Station Relocation	804,615
F 2801	Transfer from Infrastructure Reserve - Engineer for Well #3 (F.1440.4950)	70,000
F 2801	Transfer from Infrastructure Reserve - Well #3 construction (F.8330.2350)	705,131
F 4089	Transfer from ARPA - Well #3 construction (F.8330.2350)	694,869
		2,410,665
TOTAL WATER FUND REVENUE		5,051,020

VILLAGE OF WARWICK

Fiscal Year June 1, 2023 - May 31, 2024

BUDGET CODE	WATER FUND - PROJECT HIGHLIGHTS	ESTIMATED COST
	ENGINEERING	
F.1440.4	Oakland CT Water Main Extension	5,000
F.1440.4	Campbell Rd Water Main Extension	2,500
F.1440.4	B&L-Safe Yield Analysis	5,000
F.1440.4	B&L-Maple Ave Water Booster Station Relocation <i>Interfund/Grant</i>	88,615
F.1440.4	B&L-Grant Admin WQIP	2,700
F.1440.4	West St. School Water Line	3,000
F.1440.4	Tectonic-Dam <i>Dam Reserve</i>	40,000
F.1440.4	Pitingaro Doetsch-Well #3 CA/CO <i>Interfund</i>	70,000
F.1440.4	Reservoir land acquisition <i>Grant</i>	50,000
F.1440.4	Lead Service Line Lateral Inventory <i>Grant</i>	600,000
F.1440.4	RWTP to eliminate leach field	5,000
F.1440.4	River St. Easement	5,000
		876,815
	WATER PUMP STATIONS	
F.8320.2	Maple Ave PS relocation <i>Interfund</i>	966,000
		966,000
	PURIFICATION	
F.8330.2	Well #3 construction <i>Interfund/ARPA</i>	1,400,000
F.8330.2	2 Dehumidifiers	5,000
F.8330.2	Mowing Equipment	2,000
F.8330.2	New Sewer Line from Well #3 Plant	35,000
F.8330.4	Replace MWTP modules on Skid A	65,000
		1,507,000
	TRANSMISSION/DISTRIBUTION	
F.8340.2	Replace 2 metal detectors	2,000
F.8340.2	Replace line tracer	4,000
F.8340.4	Roof replacement	15,000
F.8340.4	Water Meter Replacements	120,000
F.8340.4	Reservoir land acquisition (NYS DEC Grant WQIP) <i>NYS DEC Grant</i>	318,200
		459,200
	TOTAL	3,809,015

CHAIR
INVESTIGATIONS & GOVERNMENT OPERATIONS

COMMITTEES
CORPORATIONS, AUTHORITIES & COMMISSIONS
FINANCE
JUDICIARY
LABOR
TRANSPORTATION



SENATOR
JAMES SKOUFIS
39TH SENATORIAL DISTRICT
STATE OF NEW YORK

ALBANY OFFICE:
ROOM 819
LEGISLATIVE OFFICE BUILDING
ALBANY, NY 12247
OFFICE: 518-455-3290

DISTRICT OFFICE:
47 GRAND STREET
NEWBURGH, NY 12550
OFFICE: 845-567-1270

NORTH ROCKLAND OFFICE:
55 WEST RAILROAD AVENUE
SUITE 24A2
GARNERVILLE, NY 10923
OFFICE: 845-786-6710

e-mail:
skoufis@nysenate.gov

August 19, 2022

Michael Newhard
Mayor
Village of Warwick
77 Main Street, PO Box 369
Warwick, NY 10990

Dear Mayor Newhard,

Enclosed please find the "Local Community Assistance Program (LoCAP) Preliminary Application" for a Village of Warwick grant in the amount of \$250,000. These funds are for costs associated with relocating a water pump station. Please return the application by September 19, 2022.

Once we have received the completed project information sheet, we will submit it to New York State Senate Finance. Senate Finance will submit the sheet to the Dormitory Authority of the State of New York (DASNY), who will send you a due diligence package to complete, with a request for specific documentation. As the grant moves through DASNY, it will receive a formal project identification number and move through multiple "desk" audits to make sure all project details are ready for the approval phase. It will then move to the Division of Budget for approval. Once DASNY is notified that the grant has received all the necessary governmental approvals, two copies of the Grant Disbursement Agreement (GDA) will be sent to you. The GDA is the contract between DASNY and the grantee.

It is important to note that, while purchases made during the review process are eligible for reimbursement upon completion of the grant's review, advancing with the project prior to a GDA and final approval is done at your own risk. At a minimum, I strongly recommend no purchases be made with the anticipated funding until the project has received a formal identification number from DASNY. Please be advised that the full review is a lengthy process, often taking up to 18 months from start to end; my office and I will move to expedite the funding as quickly as possible.

If you ever need any status updates, have any questions or need any assistance throughout the grant process, please do not hesitate to contact Christine Rodriguez, my Senior Grants Specialist, at (845) 567-1270. Thank you for your cooperation and patience as well as your partnership on behalf of those we serve.

Sincerely,

A handwritten signature in black ink, appearing to read "James Skoufis".

James Skoufis
Senator, 39th District