

AGENDA - TOWN BOARD MEETING
December 12, 2024
7:30 pm

**PUBLIC HEARING: INTRODUCTORY LOCAL LAW NO. 9 OF 2024 AMEND
CHAPTER 33-PROCUREMENT POLICY**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION: ALEXANDER RODRIGUES FINISHED EAGLE SCOUT PROJECT

ACCEPTANCE OF MINUTES

1. Regular Meeting – November 26, 2024

CORRESPONDENCE (Addendum # 1):

-Board's Discussion on Correspondence

VISITING ELECTED OFFICIALS

REPORTS OF BOARDS AND DEPARTMENT HEADS:

- **Police**
- **DPW**
- **Water / Sewer**
- **Recreation**
- **Senior Liaison**

TOWN BOARD REPORTS

- **Councilman DeAngelo**
- **Councilman Kowal**
- **Councilman Mattingly**
- **Councilman Shuback**
- **Attorney Buckheit**
- **Town Clerk Astorino (Addendum #2)**
- **Supervisor Dwyer**

PRIVILEGE OF THE FLOOR (AGENDA ITEMS)

NEW BUSINESS / RESOLUTIONS (Addendum #3):

APPROVAL TO PAY AUDITED BILLS:

PRIVILEGE OF THE FLOOR (GENERAL):

NEXT MEETING: Thursday, December 26, 2024 @ 1:00pm (Workshop @12noon)

MOTION TO ADJOURN:

Addendum #1

CORRESPONDENCE:

NICOLE ANDERSEN – Director, Orange County Office of Community Development. Email to the Clerk dated December 3, 2024 regarding the USDA Home Repair Program. USDA Rural Development announced their Section 504 Home Repair program, which provides loans to very-low-income homeowners to repair, improve or modernize their homes or grants to elderly very-low-income homeowners to remove health and safety hazards. Please see their webpage for more information: <https://www.rd.usda.gov/programs-services/single-family-housing-programs/single-family-housing-repair-loans-grants-18>

MELISSA SHAW-SMITH – Director, Wickham Works. Letter dated December 3, 2024 to the Town Board requesting the rental fee for Mountain Lake Park be waived for the Too Good To Toss event to take place on January 18th & 19, 2025.

MICHAEL HELME – Sustainable Warwick. Letter dated November 29, 2024 to the Town Board requesting the facility fee at Mountain Lake Park be waived to host a winter seed-sowing workshop. All proceeds will help with the cost of materials and other new plants for the pickle ball court garden.

ERIC FIERSTEIN – Part-time Dispatcher, Town of Warwick. Letter dated December 1, 2024 to Tom Schweizer regarding his resignation.

JOHN RADER – Chief of Police, Town of Warwick. Letter dated December 3, 2024 to the Town Board requesting the appointment of Ava F. Smith as apart time police officer.

JOHN RADER – Chief of Police, Town of Warwick. Letter dated December 3, 2024 to the Town Board requesting the appointment of Ryan N. Worden as apart time police officer.

PETER M. VERUTES – Dial-A-Bus Driver, Town of Warwick. Letter dated December 5, 2024 to the Town Board regarding his intent to retire as of June 7, 2025.

NYS DEPARTMENT OF TRANSPORTATION – The Town received a copy of letter sent to Orange County DPW/Michael Villarosa dated November 4, 2024 regarding a speed study on County Road 13 speed reduction request on Kings Highway at Old Oak Rd.

BENNY MUTO – Owner, Benito’s Pizza. Letter dated December 4, 2024 informing the Town Clerk that they will be renewing their liquor license.

TOWN OF GOSHEN- Notice of Public Hearing regarding the Laurdan Enterprises, LLC/Northern Bear Pet Food Supply Project. A public hearing will take place on December 19, 2024 at 7:30 pm at 41 Webster Ave. Goshen, New York.

PAUL WILEY – Orange County Real Property Tax Service. Memo to the Clerk dated December 4, 2024 regarding the Board of Assessment Review Information.

JONATHAN AMOS – Environmental Engineer, NYS Environmental Facilities Corporation. Letter dated December 6, 2024 to the Supervisor regarding Clean Water State Revolving Fund (CWSRF) Project No, C3-5862-01-00 Sewer District No. 1 Wastewater Treatment Plant Upgrades 2024 Water Infrastructure Improvement Grant.

TOWN CLERK REPORT:

1. FEES COLLECTED – NOVEMBER 2024

Interest in Town Clerk's Checking Account	\$9.76
MLP- Deferred Revenue	\$1,500.00
MLP Art Studio	\$825.00
MLP Dance Studio	\$250.00
MLP Front Building	\$1,500.00
MLP Indoor Theater	\$1,540.00
MLP Kitchen	\$862.50
MLP Kitchen Per Hour	\$820.00
MLP Kitchen Storage	\$100.00
MLP Lodge Dining Hall	\$550.00
MLP Lodge Lounge	\$225.00
MLP Office Small Room	\$300.00
MLP Rec Building Storage	\$100.00
MLP Tablecloths	\$110.00
Wickham Woodland Manor Fee	\$750.00
MLP Access Resident	\$5.00
Copy of Map	\$10.00
Film Production Fee	\$750.00
Film Production Road Closure	\$20,000.00
Marriage Certified	\$70.00
Photocopies	\$2.00
Photographs	\$10.00
Postage	\$10.72
Return Checks	\$20.00
Use of Room Fee-Senior Center	\$50.00
Dog Impounds	\$100.00
Marriage License Fee	\$175.00
One Day Marriage Officiant	\$50.00
Bingo License	\$7.50
Conservation	\$272.27
Dog Licensing	\$986.00
Registrar Town of Warwick	\$100.00
Police Agreement 3rd Party	\$30,280.00
Wickham Woodland Manor Deposit	\$900.00
MLP Deposit Lodge Dining Hall	\$500.00
MLP – Deposit Lodge Lounge	\$100.00
Total Local Shares Remitted	\$63,840.75

2. FEES PAID – NOVEMBER 2024

NYS Dept. of Health	\$225.00
NYS Ag & Markets for Spay/neuter program	\$124.00
NYS Environmental Conservation	\$6,198.73
State Comptroller for Bingo Licenses	\$11.25
Village of Warwick for Registrar	\$890.00
Village of Greenwood Lake Registrar	\$10.00
Total Non-Local Revenues	\$7,458.98

3. Bid Proposal for refurbished Commercial Kitchen Mixer

1. Straube Food Equip. Co
3407 US-6
Middletown, NY 10940
Bid Proposal: \$1,950.00

2. Discount Bakery Equipment
631 W Cherry St.
Wayland, MI 49348
Bid Proposal: \$2,200.00

3. City Food Equipment
376 North Ave.
Lombard, IL 60148
Bid Proposal: \$2,695.00

4. Bid Proposal for Supply & Installation of sand filters for Price chopper sewer

1. TAM Enterprises
114 Hartley Road
Goshen, NY 10924
Bid Proposal: \$15,389.00

2. Coppola Septic
28 Executive
Ringwood, NJ 07456
Bid Proposal: No Submittal

5. Bid Proposal for water protection upgrade fencing at Price Chopper

1. Bilt-Well Fence Co., Inc.
521 Route 17M
Monroe, NY 10949
Bid Proposal: \$7,040.00

2. Ketchum Fencing, Inc.
19 Borden St.
Otisville, NY 10963
Bid Proposal: \$7995.00

6. Bid Proposal to remove and replace electric wiring at Eurich Heights Pump Station

1. CJD Electric
118 Sleepy Valley Rd.
Warwick, NY 10990
Bid Proposal: \$6,500.00

2. Norman O'Dell Electrical Services
23 Noble Place
Florida, NY 10921
Bid Proposal: \$6,755.00

- 3. J.M. Electric & Son, Inc**
870 Pulaski Hwy
Goshen, NY 10924
Bid Proposal: \$6,275.55

TENTATIVE

NEW BUSINESS / RESOLUTIONS

#R2024- 466 SCHEDULE PUBLIC HEARING INTRODUCTORY LOCAL LAW NO. 10 OF 2024 – AMEND LOCAL LAW NO. 1 OF 2024 “A LOCAL LAW, WHICH EXTENDED FOR A FURTHER 12 MONTHS, LOCAL LAW NO. 4 OF 2023 A SIX-MONTH MORATORIUM PROHIBITING THE REVIEW AND APPROVAL OF CLEAN RENEWABLE ENERGY TECHNOLOGY BUSINESSES DEVOTED TO RESEARCH, EDUCATION, DISTRIBUTION OR APPLICATION OF TECHNOLOGICAL INNOVATION IN ALTERNATIVE ENERGY USES IN THE TOWN OF WARWICK FOR AN ADDITIONAL SIX (6) MONTHS TO EXPIRE JUNE 30, 2025

Motion to schedule a public hearing to consider Introductory Local Law No. 10 of 2024 to Amend Local Law No. 1 of 2024 “a Local Law, which extended for a further 12 months, Local Law No. 4 of 2023 a six month moratorium prohibiting the review and approval of clean renewable energy technology businesses devoted to research, education, distribution or application of technological innovation in alternative energy uses in the Town of Warwick for an additional six (6) months to expire June 30, 2025. Said hearing to be held on Thursday, December 26, 2024, at 1:00 p.m. or soon thereafter may the matter be heard at Town Hall, 132 Kings Highway, Town of Warwick.

#R2024-467 REAPPOINT VIKKI GARBY AS PLANNING BOARD ALTERNATE MEMBER

Motion to reappoint Vikki Garby as an alternate member to the Planning Board for a one (1) year term to expire December 31, 2025.

#R2024-468 RE-APPOINT PLANNING BOARD MEMBER -BEN ASTORINO

Motion to adopt a resolution re-appointing Ben Astorino as a member of the Planning Board for a term of five (5) years to expire December 31, 2029.

#R2024-469 APPOINT FULL-TIME DEPARTMENT OF PUBLIC WORKS LABORER-ROBERT SCHEUERMANN

Motion to appoint Robert Scheuermann as a full-time Department of Public Works Laborer Grade 4, Step 1, at a pay rate of \$23.84 as per the CSEA Contract effective January 1, 2025.

#R2024-470 ACCEPT PROPOSAL TO RUN HEATING LINE FOR DIAL-A-BUS BAY

Motion to accept proposal from Nebrasky Plumbing, Heating & Cooling in an amount not to exceed \$7,980.00 to run 70 feet of 1 ¼ copper for supply and run 70 feet for return and all necessary fitting to connect to unit heater in 1st garage including covering insulation.

#R2024-471 AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID [[[AND STATE "MARCHISELLI" PROGRAM-AID]]] ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE.

Motion to adopt the following resolution:

WHEREAS, a Project for the Jayne Street/Millers Creek Bridge Replacement, PIN 8763.56 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Town of Warwick desires to advance the Project by making a commitment of 100% of the non-federal share of the preliminary engineering and ROW Incidental work.

NOW, THEREFORE, the Warwick Town Board, duly convened does hereby

RESOLVE, that the Warwick Town Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Warwick Town Board hereby authorizes the Town of Warwick to pay in the first instance 100% of the federal and non-federal share of the preliminary engineering and ROW Incidental work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$480,000 is hereby appropriated from H16.5120.400 and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Warwick Town Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Supervisor thereof, and it is further

RESOLVED, that the Warwick Town Supervisor be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the Town of Warwick with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the Supervisor, the following municipal titles: Commissioner of Public Works, Town Engineer, Town Comptroller, Attorney for the Town are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

#R2024-472 REQUEST TO SERVE ALCOHOL AT TOWN OF WARWICK PARKS/RENTAL FACILITIES

Motion to adopt a resolution granting permission to the following applicants to serve alcohol at Town of Warwick Parks/Rental Facilities. All applicants have filed a Certificate of Liability and Liquor Liability of insurance in the Town Clerk's office:

	APPLICANT	PARK/RENTAL FACILITY	DATE	Permit #
A	Warwick Police Department	Mountain Lake Park	December 15, 2024	MLP-111
B	Linda Carbone	Mountain Lake Park	December 21, 2025	MLP-110

#R2024-473 WAIVE MOUNTAIN LAKE PARK RENTAL FEE FOR WICKHAM WORKS

Motion to waive rental fee at the Mountain Lake Park for the Wickham Works organization to host a Too Good To Toss, community-wide swap event on January 18th & 19, 2025.

#R2024-474 AMEND #R2024-450 ACCEPT BID PROPOSAL TO REMOVE TREES AT 1 & 2 OLGA WAY, GREENWOOD LAKE

Motion to amend #R2024-450 accepting bid from Mauricio's Tree Service for removal of three large dead trees at 1&2 Olga Way in Greenwood Lake in an amount of \$4,000.00 due to the addition of (2) two more dangerous trees need to be removed.

#R2024-475 WAIVE MOUNTAIN LAKE PARK RENTAL FEE FOR SUSTAINABLE WARWICK

Motion to waive rental fee at the Mountain Lake Park for the Sustainable Warwick Pollinator Pathway Committee to hold a FREE winter seed-sowing workshop January 25, 2025. There will be no fees to attend event.

**Addendum #3
Page 4**

#R2024-476 ACCEPT RESIGNATION OF PART-TIME DISPATCHER – ERIC FIERSTEIN

Motion to adopt a resolution accepting the resignation of part-time Dispatcher Eric Fierstein, effective December 1, 2024.

#R2024-477 AUTHORIZE THE COMMISSIONER OF DEPARTMENT OF PUBLIC WORKS – TO EXECUTE NYS DOT UNDERTAKING

Motion authorizing the Commissioner of Department of Public Works to execute an undertaking for the benefit of the NYS Department of Transportation to allow the Town of Warwick to access and operate within the NYS right away for such purposes as the observation, installation, construction, maintenance and/or operation of facilities and utilities.

#R2024-478 WAIVE MOUNTAIN LAKE PARK RENTAL FEE FOR GREATER HUDSON VALLEY COUNCIL SCOUTING UNIT SCOUT PACK 121/DEN 14

Motion to waive rental fee at the Mountain Lake Park for Greater Hudson Valley Council Scouting Unit Scout Pack 121/Den 14 for a camp out on December 14 and 15th, 2024.

#R2024-479 APPOINT PART-TIME POLICE OFFICER – RYAN N. WORDEN

Motion to appoint Ryan N. Worden as a part time Police Officer at a rate of pay of \$27.03 per hour effective December 14, 2024 as per the PBA Collective Bargaining Agreement and recommendation letter, dated December 3, 2024, from the Police Chief.

#R2024-480 APPOINT PART-TIME POLICE OFFICER – AVA F. SMITH

Motion to appoint Ava F. Smith as a part time Police Officer at a rate of pay of \$27.03 per hour effective December 14, 2024 as per the PBA Collective Bargaining Agreement and recommendation letter, dated December 3, 2024, from the Police Chief.

#R2024-481 SCHEDULE 2025 RE-ORGANIZATION MEETING

Motion to schedule the 2025 re-organizational meeting for the Town of Warwick on January 2, 2025 at 12:00pm located at 132 Kings Highway, Warwick, New York.

#R2024-482 ACCEPT NOTICE OF INTENT TO RETIRE- PETER M. VERUTES

Motion to accept Notice of Intent letter from Town of Warwick Dial-A-Bus Driver, Peter M. Verutes dated December 5, 2024, for the purpose of retirement at least six months after notification of intent.

**Addendum #3
Page 5**

#R2024-483 APPOINT PART TIME DPW CLERK – KELLEY KEANE

Motion to appoint Kelley Keane as a part time clerk for the Department of Public Works at a salary of \$18.00 per hour effective January 2, 2025.

#R2024-484 AUTHORIZE SUPERVISOR TO SIGN CONTRACT WITH MIRACLE RECREATION EQUIP. CO.

Motion to authorize the Supervisor to sign contract with Miracle Recreation Equip. Co. for playground equipment for Airport Park in an amount not to exceed \$350,000.00. Funds have been allocated from the NYS CREST Grant.

#R2024-485 ACCEPT PROPOSAL FOR REFURBISHED COMMERCIAL KITCHEN MIXER AT MOUNTAIN LAKE PARK

Motion to accept proposal from Straube Food Equipment for a refurbished commercial kitchen mixer at Mountain Lake Park in an amount not to exceed \$1,950.00.

#R2024-486 AUTHORIZE SPECIFIC EMPLOYEES OF THE TOWN TO USE TOWN VEHICLES

WHEREAS, the vehicles owned by the Town of Warwick are to be used to provide services to residents and taxpayers of the Town of Warwick; and

WHEREAS, it is the intent of the Town of Warwick that there be a general policy defining the assignment, control, proper use and maintenance of vehicles that are driven by Town Officials and employees; and

WHEREAS, the Town Board of the Town of Warwick determines that it is in the best interest of the Town of Warwick to authorize certain designated Town Officials and employees, to make use of vehicles owned by the Town of Warwick, outside of Town Hall or regular duty hours, to include driving to and from, and the storing of these vehicles at, private residences,

NOW THEREFORE I offer a motion to adopt a resolution authorizing the following designated Town Officials and employees, to make use of vehicles owned by the Town of Warwick, outside of Town Hall or regular duty hours, to include driving to and from, and the storing of these vehicles at, private residences:

The Town Supervisor

The Town Commissioner of the Department of Public Works

**Town Deputy Commissioner of the Department of Public Works
The Town Foreman of the Department of Public Works
The Town Chief of Police
Two (2) Town Police Lieutenants
Two (2) Town Police Detectives**

**Addendum #3
Page 6**

**#R2024-487 AUTHORIZE SUPERVISOR TO SIGN CONTRACT AGREEMENT-
LIEUTENANT ALTON MORLEY**

Motion authorizing the Supervisor to sign contract agreement between Town of Warwick and Alton Morley for employing Lieutenant Morley as Police Lieutenant effective April 27, 2024.

**#R2024-488 AUTHORIZE SUPERVISOR TO SIGN CONTRACT AGREEMENT-
LIEUTENANT KEITH SLESINSKI**

Motion authorizing the Supervisor to sign contract agreement between Town of Warwick and Keith Slesinski for employing Lieutenant Slesinski as Police Lieutenant, effective April 27, 2024.

**#R2024-489 AUTHORIZE THE SUPERVISOR TO SIGN AN INTER-MUNICIPAL
ADMINISTRATIVE AND CONSULTING AGREEMENT WITH THE
TOWN OF WALLKILL FOR DIAL-A-BUS**

Motion to authorize the supervisor to sign an INTER-MUNICIPAL agreement by and between the Town of Warwick and Town of Wallkill for administrative and consulting services for its Dial-A-Bus Program services from January 1, 2025 - December 31, 2025.

**#R2024-490 AUTHORIZE THE SUPERVISOR TO SIGN AN INTER-MUNICIPAL
AGREEMENT- TOWN OF WALLKILL DIAL-A-BUS-DISPATCHING**

Motion authorizing the Supervisor to sign an Inter-municipal Agreement with the Town of Wallkill for Dial-A-Bus dispatching, scheduling and Head Bus Driver duties from January 1, 2025 – December 31, 2025.

**#R2024-491 AUTHORIZE THE SUPERVISOR TO SIGN A WORK AGREEMENT
ADDENDUM WITH TRANSPORTATION MANAGER JENNIFER
CROVER –WALLKILL DIAL-A-BUS SYSTEM**

Motion authorizing the Supervisor to sign a work agreement addendum with Transportation Manager Jennifer Crover for Administrative and Consulting for the Town of Wallkill Dial-A-Bus System from January 1, 2025 – December 31, 2025.

**#R2024-492 ADOPT LOCAL NO. 9 OF 2024 –AMEND CHAPTER 33
PROCUREMENT POLICY**

Motion to adopt Local Law No. 9 of 2024 Amend the Town of Warwick Town Code, Chapter 33 Procurement Policy to consider a proposed amendment to Warwick Town Code, Chapter 33 Procurement Policy, § 33-5 Applicability, Subsection B (Quotes and RFPs), Subsection (5) granting the Town Supervisor authority to approve contracts up to the sum of \$5,000.00.

**Addendum #3
Page 7**

#R2024-493 AUTHORIZE SUPERVISOR TO SIGN AGREEMENT – JEWISH FAMILY SERVICES

Motion authorizing the Supervisor to sign an agreement between Jewish Family Services and the Town of Warwick for administration of the Friendly Visitor Program for 2025 for \$5,000.00.

#R2024-494 AUTHORIZE SUPERVISOR TO SIGN NYS SWIMS GRANT APPLICATION

Motion authorizing the Supervisor to sign NYS Swims Grant application through Orange County Youth Bureau for 2024 and 2025 years.

#R2024-495 ACCEPT BID PROPOSAL FOR SUPPLY & INSTALLATION OF SAND FILTERS FOR PRICE CHOPPER SEWER

Motion to accept bid proposal from TAM Enterprises for Supply & Installation of sand filters for Price chopper sewer at a cost not to exceed \$15,389.00.

#R2024-496 ACCEPT BID WATER PROTECTION UPGRADE FENCING AT PRICE CHOPPER

Motion to accept bid proposal from Bilt-Well Fence Co., Inc for water protection upgrade fencing at Price Chopper in an amount not to exceed \$7,040.00.

#R2024-497 ACCEPT BID PROPOSAL TO REMOVE AND REPLACE ELECTRIC WIRING AT EURICH HEIGHTS PUMP STATION

Motion to accept bid proposal from J.M. Electrical & Son, Inc. to remove and replace electric wiring at Eurich Heights Pump Station in an amount not to exceed \$6,275.55

#R2024-498 ANTICIPATION OF MOORE SUBDIVISION ROADS

Motion to adopt the following resolution:

WHEREAS, J.W. Warwick LLC has yet to complete the entirety of the work specified on the Subdivision Plan, for the Moore Subdivision, approved by the Town of Warwick Planning Board, on June 8, 2006; and

WHEREAS, Town of Warwick remains in receipt of the cash Performance Bond and the cash Landscape Bond, provided by J.W. Warwick LLC with regard to the Moore Subdivision; and

**Addendum #3
Page 8**

WHEREAS, the Town of Warwick is desirous of accepting the Dedication, as public roadways, of the roads contained within the Moore Subdivision, in particular Drumlin Farm Road and Vintner's Way; and

WHEREAS, the Town of Warwick cannot accept the Dedication, as public roadways, of the roads contained within the Moore Subdivision, in particular Drumlin Farm Road and Vintner's Way, until the completion of the entirety of the work specified on the Subdivision Plan, for the Moore Subdivision, approved by the Town of Warwick Planning Board, on June 8, 2006; and

WHEREAS, the Town of Warwick has made demand upon J.W. Warwick LLC, that it complete the entirety of the work specified on the Subdivision Plan, for the Moore Subdivision, approved by the Town of Warwick Planning Board, on June 8, 2006; and

WHEREAS, the Town of Warwick's acceptance of the Dedication, as public roadways, of the roads contained within the Moore Subdivision, in particular Drumlin Farm Road and Vintner's Way, best serves the interests of the residents of the Town of Warwick; and

WHEREAS, the Town of Warwick intends to take all steps necessary to ensure completion of the entirety of the work specified on the Subdivision Plan, for the Moore Subdivision, approved by the Town of Warwick Planning Board, on June 8, 2006; and

WHEREAS, the Town of Warwick by correspondence dated October 30, 2024, advised J.W. Warwick LLC, that by November 13, 2024, it must complete the remaining outstanding work as more clearly specified on the Subdivision Plan, for the Moore Subdivision, approved by the Town of Warwick Planning Board, on June 8, 2006, and in the event of its failure to do so, the Town of Warwick will have the necessary outstanding work completed, and the Town of Warwick will charge the costs of same against its Performance Bond and Landscape Bond and

WHEREAS, the Town of Warwick has taken steps necessary to complete the remaining outstanding work as more clearly specified on the Subdivision Plan, for the Moore Subdivision, approved by the Town of Warwick Planning Board, on June 8, 2006, and the Town of Warwick will charge the costs of same against its Performance Bond and Landscape Bond and

WHEREAS, the Town of Warwick by correspondence dated November 22, 2024, advised J.W. Warwick LLC, that, in anticipation of the dedication of the Moore Subdivision roads to the Town of Warwick, the Town Department of Public Works has begun to plow snow and salt these roads, in particular, Drumlin Farm Road and Vintner's Way, and the Town of Warwick will charge the cost of reimbursement for such services against its Performance Bond.; and

WHEREAS, the Town of Warwick has received no response from J.W. Warwick LLC;

**Addendum #3
Page 9**

NOW THEREFORE I offer a motion to adopt a resolution authorizing the Town Supervisor, upon receipt of the recommendation from the Commissioner of the Department of Public Work that all necessary work has been completed and the subject roads are ready for dedication, to accept the dedication, as public roadways, of the roads of the Moore Subdivision, as specified on the Subdivision Plan, for the Moore Subdivision, approved by the Town of Warwick Planning Board, on June 8, 2006, in particular Drumlin Farm Road and Vintner's Way.

#R2024-499 AUTHORIZE SUPERVISOR TO SIGN AGREEMENT WITH AXON ENTERPRISE INC FOR TEN TASER UNITS

Motion to authorize Supervisor to sign agreement with Axon Enterprise Inc for a 5-year lease of ten taser units at a total cost not to exceed \$15,520.56 per year.

#R2024-500 AUTHORIZE POLICE CHIEF TO UTILIZE FUNDS FROM DCJS GRANT TO PURCHASE 15 SIERRA XR60 5G MODEMS

Motion to authorize Police Chief to utilize funds from the DCJS grant to purchase 15 Sierra XR60 5G modems for patrol units at a cost not to exceed \$28,485.

REC-
DEC 09 2024
TOWN OF WARWICK
TOWN CLERK

RECEIVED
2024
Warwick
Town Clerk

TOWN OF GOSHEN

**NOTICE OF PUBLIC HEARING REGARDING THE LAURDAN ENTERPRISES, LLC/NORTHERN BEAR
PET FOOD SUPPLY PROJECT**

PLEASE TAKE NOTICE that on Thursday, the 19th day of December, 2024, at 7:30pm, or as soon thereafter as the matter can be heard, there will be a Public Hearing conducted by Town of Goshen Planning Board at Goshen Town Hall, 41 Webster Avenue, Goshen, New York 10924, to provide an opportunity for public comment on the Laurdan Enterprises, LLC/Northern Bear Pet Food Supply project. The Applicant requires site plan approval for retail and service businesses on property located along State Route 17A within the Town of Goshen, as shown on the Tax Map thereof as Section 20, Block 1, Lot 39. Said property consists of approximately 3.58+/-acres and is located within the within the Highway Commercial (HC) Zoning District and the AQ-3 Overlay District. A complete copy of this application is available for public review on the Town of Goshen website (www.townofgoshen.org).

PROPOSAL

J.M. Electric & Son, Inc.

870 Pulaski Hwy
Goshen, New York 10924
Telephone: (845) 986-2565 Fax: (845) 987-1690

Proposal Submitted To: Town of Warwick December 4, 2024

We hereby propose pricing for all labor and material to furnish electric work as described below.

Proposal for the following: Eurich Heights Pump House

Remove old non-use electrical equipment
Remove and replace existing wire
Remove and replace outside light
As needed, bring everything up to code

Total Cost: 6,275.55

If for any reason it becomes necessary for collection of payment, you are hereby responsible for any reasonable attorney's fee in connection with said payment. Unless otherwise noted all terms are net 30 day with 1 ½ percent late charge per month.

Acceptance of Approval

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified as above

Date of Acceptance _____ Signature _____

NORMAN O'DELL ELECTRICAL SERVICES

23 Noble Place

Florida, NY 10921

(845) 651-7028

Orange County License # 309

December 9, 2024

Proposal for Town of Warwick – Eurich Heights

- Remove and replace wiring in Pump Station
- Remove all equipment that is unused

Total cost of labor and materials: \$6,755.00

CJD Electric
118 Sleepy Valley Road
Warwick, NY 10990
(845) 988-1808

Proposal Submitted To: Town of Warwick December 6, 2024
Bellvale Pump House

Proposal for Town of Warwick Eurich Heights Pump Station

Replace existing wire with new, and remove all equipment that
is not in use

Total: \$ 6,500.00

P. Chop.

114 Hartley Road
Goshen NY 10924



P: (845) 294-8882
F: (845) 294-8883

Quote

Customer Town of Warwick
Water & Sewer Dept.
132 Kings Highway
Warwick NY 10990

Date Estimate #
11/22/2024 6948

PO #:

Description	Unit	Quantity	Rate	Amount
- Price Chopper				
TAM Enterprises Inc. is pleased to quote the following:				
- Vac out all filter media from sand filters, wash out & disposal of media.				
- Supply & installation of (3) tons of 8m x12m silica sand in sand filters.				
For the sum of:		1.00	15389.000	15,389.00

Notes

Subtotal	\$15,389.00
Sales Tax:	0.00
Quote Total	\$15,389.00

Customer Signature _____
Accepted By : _____

24 Hour Emergency Service - Certified Backflow Prevention Technician - Hydro Vacuum Excavation - Pump Station Installation & Maintenance
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines - Clearing of Catch Basins
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services
Pipe Location Services - Wet Taps - Inset-A-Valves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

www.tamenterprises.com

KETCHAM FENCING, INC.

19 Borden Street
 Otisville, New York 10963
 (845) 386-1161
 (845) 957-8784 Fax
 www.KetchamFence.com
 ketchamfence@yahoo.com

PROPOSAL SUBMITTED TO Town of Warwick	PHONE 845-978-3435	DATE 11/27/24
STREET	JOB NAME 6' Chain Link around Well 1 & 2	
CITY, STATE AND ZIP CODE	JOB LOCATION Behind Price Chopper	
ARCHITECT Gerald Ketcham, Chris Ketcham, Matthew McPherson	EMAIL dpwwater@townofwarwick.org	FAX

We Propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:
See Below

Payment to be made as follows: Net 30 – Cash, Check or Credit Card

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATION FROM SPECIFICATIONS BELOW INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY ON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INS.

Authorized Signature: Gerald Ketcham
 Note: This proposal may be withdrawn by us if not accepted within 30 days

We hereby submit specifications and estimates for:

- OVERALL LENGTH – 80'
- OVERALL HEIGHT- 6'
- WALK GATE –x
- DRIVE GATE -2 – 10' double leaf
- CHAIN LINK –Galvanized
- WIRE MESH - 2"
- WIRE GAUGE - 9
- DIAMETER TERMINAL POST- 2 1/2"
- DIAMETER LINE POST- x
- DIAMETER TOP RAIL- 1 5/8"
- DIAMETER BRACE RAIL – x
- DIAMETER BOTTOM RAIL -x
- DIAMETER GATE FRAME - 1 5/8"
- DIAMETER GATE POST – 3"
- TENSION WIRE - 7ga on bottom
- LINE POST SPACING - 10' or Less
- FENCE TO FOLLOW GENERAL CONTOUR OF GROUND
- ALL POSTS SET IN CONCRETE

Supply and install 2 – 10' x 10' enclosures with 6' high galvanized chain link fence. Includes 2 – 10' double leaf gates.

Labor Equipment and Materials: \$7,995.00

Non-Union Prevailing Wage Applied

*Limited site access

*Underground utilities must be marked

In the event Ketcham Fence must retain a collection agency or law firm to collect past due balances owed to Ketcham Fence, you agree to pay any and all collection agency fees, court costs, attorney fees or incidental costs associated with collecting.

RESPONSIBILITY OF BUYER. I agree to locate and identify the property line, easements and all underground cables and pipes. I agree that I am solely responsible for the location of the fence described in this proposal. I will also defend Ketcham Fencing Inc. and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. I am responsible for any special work described on the back of this proposal.

CUSTOMER IS ALSO RESPONSIBLE FOR ANY NECESSARY PERMITS OR VARIANCES

CONTRACTS INCLUDING INSTALLATION of fence are based on the condition that the entire work can be completed without interruption. If the work is interrupted for any reason due to change or delays on the part of the Purchaser, an extra charge covering the time lost, and the extra expenses incurred will be made. UNTIL COMPLETE PAYMENT HAS BEEN MADE for the entire job, all materials used thereon shall be the property of the seller, and the seller shall at its option, in the event of a default in any of the payments, remove the materials whether they be attached, or may otherwise appear to be part of the realty, without any recourse against the seller. Until final payment, all fences shall be deemed to be personality, and title shall remain with the seller.

Acceptance of Proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

BILT-WELL FENCE CO., INC.

CRAFTSMEN IN STEEL FOR OVER 55 YEARS

FENCES FOR EVERY PURPOSE

INDUSTRIAL • RESIDENTIAL • SWIMMING POOLS • PLAYGROUNDS • ETC.

PO Box 759 • 521 Route 17M • Monroe, New York 10949 • Phone (845) 782-8301 & 782-0412 • Fax (845) 783-6735

QUOTATION TO T. WARDWICK ERECTED AT VALLE CHOPPEL TAC

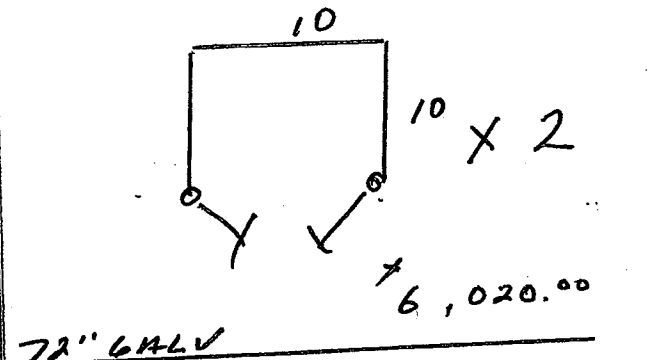
ADDRESS _____ CELL/EMAIL MATT

PHONE 928-3435 FAX _____

We propose to furnish, deliver, and erect in accordance with the terms and conditions on this sheet. This proposal when accepted by BILT-WELL FENCE CO., INC. becomes a contract between two parties. DDW WATER & TOWNS OF WARDWICK.ORG

STYLE	OVERALL HEIGHT	MESH & GAUGE	FABRIC SELVEGE	TERMINAL POST	GATE POSTS	LINE POST	SPACING (APPROX)	TOP RAIL	BOTTOM RAIL	GATE FRAMES
<u>320</u>	<u>72"</u>	<u>2x2</u>	<u>K</u>	<u>2 1/2"</u>	<u>3"</u>	<u>2"</u>	<u>10'</u>	<u>1 5/8"</u>	<u>Tan</u>	<u>15/8"</u>

- MATERIALS:** All materials are guaranteed as specified.
- CHAIN LINK FRAMEWORK:** Galvanized steel pipe unless otherwise specified
- CHAIN LINK FABRIC:** Hot dip galvanized chain link, well secured to framework with #9 gauge aluminum tie wire
- GATES:** Gates shall be constructed of same material as fence
- POST:** All posts set in concrete (except wood)
All material guaranteed against manufacturing defects for a period of one year
- ERECTION:** All work is performed by our own skilled erectors and carefully and expertly supervised.
- NOTE:** All measurements approximate.
All pipe sizes are outside diameter.



TERMS:

Total Price \$ 7,040

Deposit \$ _____

Balance \$ _____

PAYABLE ON COMPLETION

LATE PAYMENT CHARGES AT THE RATE OF 2% PER MONTH OR AN ANNUAL PERCENTAGE RATE OF 24% WILL BE CHARGED ON ALL ACCOUNTS OVER 30 DAYS PAST BILLING DATE.

WE ACCEPT ALL MAJOR CREDIT CARDS

72" ALL GREEN CHAIN LINK
DAMAGE BY TREE
DAMAGE INCLUDES:
APPROX 20' 72" 2x964 WIRE
25' 1 5/8" LAIL
MISC. FITTINGS
\$ 1,020.00

NOTE: PREV RATE APPLIED

Accepted _____

Buyer sign here & return by fax to 845-783-6735, or email to biltwellfence@aol.com

By: [Signature]
L. Hock / B. Benjou

Date: 11.27.24

CONDITIONS ACCEPTED ON REVERSE SIDE (OVER)



**Memorandum of Agreement between Jewish Family Service
and the Town of Warwick Senior Independence Program
January 1, 2025 - December 31, 2025**

This agreement between **Jewish Family Service (JFS)** and the **Town of Warwick Senior Independence Program (SIP)** seeks to solidify the collaborative partnership between the two organizations, while preserving the rights and privileges of each organization. This agreement seeks to outline the responsibilities of each organization, in the hopes of ensuring a sound working relationship between **Jewish Family Service** and the **Town of Warwick**. This agreement is to be reviewed and renewed annually.

Jewish Family Service agrees to:

- Promote the partnership between the **Town of Warwick Senior Independence Program** and **JFS** which may include listing in brochures, flyers, pamphlets, news articles, social media posts, JFS website or media announcements. JFS will make available to the **Town of Warwick** all such materials.
- Provide a liaison to work with the **Town of Warwick SIP** coordinator and/or designee. The liaison will attend all advisory committee meetings, present neighbor activities, attend special events and share JFS communications.
- Assist the **Town of Warwick** coordinator and/or designee with problematic neighbor or volunteer concerns. The JFS liaison will train the coordinator to perform new neighbor intakes and home assessments.
- JFS designated Program Case Manager or designee will partner with **Town of Warwick** coordinator and/or designee to log new requests, coordinate outreach, perform intakes and home assessments.
- Accept referrals for counseling, care giver support services, Alzheimer's and related dementias, and case management of neighbors in the **Town of Warwick SIP**.
- Meet with **the Town of Warwick** coordinator and/or designee regularly to provide additional training and community information.
- Provide a temporary JFS staff Program Case Manager or designee to maintain the program when the coordinator position is temporarily vacant, up to 30 days, and/or when the coordinator is on vacation or sick leave to provide continuity of services for residents of the **Town of Warwick**.
- Provide necessary access and training for the **Town of Warwick** coordinator to use the Volunteer Hub® database. (Refresher Training Available)
- Provide mandatory training to all volunteers.
- In addition to the mandatory training courses, optional training courses will be offered that the volunteers are encouraged to attend quarterly.
- Conduct background checks on all new volunteers.
- Provide general volunteer liability insurance of \$1,000,000 and supplemental automobile liability insurance to all volunteers while they perform volunteer duties under the **Town of Warwick SIP** name. In addition, JFS will furnish the **Town of Warwick** with a Certificate of Insurance with the municipality named on the policy.

- Enter all volunteers and neighbors into the JFS database and track all services provided by the volunteers. As a result, JFS will provide a monthly report to the **Town of Warwick** advisory committee, coordinator, and/or designee (by the 10th of each month for the previous month's activities).
- Maintain social media sites in coordination with the coordinator and/or designee.

Town of Warwick Friendly Visitor Program agrees to:

- Maintain a **Town of Warwick** Senior Independence Program Advisory Committee.
- Facilitate **Town of Warwick** Advisory Committee meetings at a centralized location regularly (at least six meetings per year). These can also be held virtually.
- Identify and provide a **Town of Warwick** Coordinator to work with JFS.
- Promote the partnership between the **Town of Warwick** SIP and JFS. This may include listing Jewish Family Service in brochures, flyers, pamphlets, news articles, or media announcements for anything related to the SIP services. Any materials designed by the Town program that highlights the partnership between JFS, and the **Town of Warwick** SIP will be shared with JFS, and appropriate logos will be included.
- Post training and/or announcements for both the **Town of Warwick** SIP and JFS on the municipality page, social media pages, and property.
- Recruit volunteers and neighbors for the **Town of Warwick** SIP.
- Perform intakes (home assessments) on all appropriate neighbors requesting services unless an operational agreement is made between JFS and the Town Coordinator in which JFS performs this task. Changes will be communicated with the Town Coordinator and the JFS Executive Director.
- Provide, if able, with a meeting space for the recruitment and training of volunteers. Virtual opportunities are also available when space is limited.
- Provide referrals of care recipients needing other services to JFS.
- Keep electioneering separate from all **Town of Warwick** SIP outreach events.
- Provide JFS program funding within the **Town of Warwick** yearly budget projections.

For the above services, the Town of Warwick will pay the annual amount of **\$5,000** which includes:

- General/Professional Liability,
- Background Checks,
- Volunteer Accident Insurance, 1,000,000 coverage with **Town of Warwick** being a named additional insured.
- JFS coverage when the Town Coordinator is not available,
- Volunteer Training and Volunteer Hub Training,
- re-design of Rack Cards as needed, as determined by JFS.
- Access to the Volunteer Hub software for coordinating events.

Additional Cost

- Replenishment of rack cards – based on printing prices at the time of request and amount requested, **Town of Warwick** is responsible for printing costs for additional marketing materials.
- Take note that future MOAs may have a minimum 3% COLA imposed.

Each party agrees to defend and indemnify the other from all actions, claims, damages etc. which may be made against such party as a result of the negligence of the indemnifying party.

The undersigned have reviewed the above and agree to the items outlined. This agreement is in effect for one year, starting January 1, 2025. Each party may exit this agreement at any time, for any or no cause, providing that the other party is given 30 days' notice. Notice must be given in writing.

Jewish Family Service of Orange County
720 Route 17M
Middletown, NY 10940

Town of Warwick
132 Kings Highway
Warwick, NY 10990



Signature

Nickie Ronsini, Executive Director

Print Name, Title

December 9, 2024

Date



**Environmental
Facilities Corporation**

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

December 6, 2024

The Honorable Jesse Dwyer
Supervisor
Town of Warwick
132 Kings Highway
Warwick, NY 10990

RECEIVED

DEC 10 2024

TOWN OF WARWICK
TOWN CLERK

Re: Clean Water State Revolving Fund (CWSRF) Project No. C3-5862-01-00
Sewer District No. 1 Wastewater Treatment Plant Upgrades
2024 Water Infrastructure Improvement Grant

Dear Supervisor Dwyer:

Thank you for your application to the NYS Water Infrastructure Improvement Grant (WIIA) program. I regret to inform you that your community's project was not selected to receive an award during this round. However, please note the Town may reapply for a WIIA grant in the next offering of the program. To be notified of announcements, please sign up for our emails on <https://efc.ny.gov/news>.

Your application was deemed acceptable, but unfortunately there was not sufficient WIIA funding available to reach the project. EFC requests that you return the reply form enclosed with this letter by **December 13, 2024** to identify whether your community would like to proceed with CWSRF financing in the absence of a grant award.

We appreciate your interest in the WIIA program. If you have any questions, please reach out to nyswatergrants@efc.ny.gov and reference the CWSRF project number in the subject line.

Sincerely,

William A. Brizzell, Jr., P.E.
Director
Division of Engineering

CC: Eileen Astorino, Town Clerk, Town of Warwick
Benjamin D. Astorino, Public Works Commissioner, Town of Warwick
Robert Flores, P.E., Senior Project Manager, Delaware Engineering
Jonathan Amos, NYS EFC Engineer

REPLY FORM

Please sign below and return to nyswatergrants@efc.ny.gov no later than **December 13, 2024**.

Town of Warwick
Clean Water State Revolving Fund (CWSRF) Project No. C3-5862-01-00
Sewer District No. 1 Wastewater Treatment Plant Upgrades
2024 Water Infrastructure Improvement Grant

The Town of Warwick would like to proceed with CWSRF financing:

- Yes, even in the absence of a grant. If so, what date do you anticipate financing? _____
 No, only upon receipt of a WIIA grant.

Signature of Authorized Representative

Print Name

Title

Date

Warwick Town Clerk

From: Amos, Jonathan (EFC) <Jonathan.Amos@efc.ny.gov>
Sent: Monday, December 9, 2024 4:01 PM
To: Town of Warwick Supervisor
Cc: rflores@delawareengineering.com; Nelson, Harry B (EFC); efc.dl.NYSWaterGrants; Warwick Town Clerk
Subject: (T) Warwick CW WIIA Grant Application Project Number 5862-01-00
Attachments: Warwick (T) C3-5862-01-00 WIIA Letter.pdf

Dear Supervisor Dwyer

Please see the attached letter regarding your WIIA Grant Application. If you have any questions, please email nyswatergrants@efc.ny.gov.

Thank you,

Jonathan Amos
Environmental Engineer I

Environmental Facilities Corporation
625 Broadway, Albany, New York 12207-2997
Phone number | [email](#)
efc.ny.gov
[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [X](#)

RECEIVED
DEC 10 2024
TOWN OF WARWICK
TOWN CLERK

TOWN OF WARWICK/ TOWN OF WALLKILL DIAL-A-BUS
ADMINISTRATION and CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made for administrative services from January 1st, 2025- December 31st, 2025 by and between the Town of Warwick, a municipal corporation having its principal office located at 132 Kings Highway, Warwick, NY, and the Town of Wallkill, a municipal corporation having its principal office located at 99 Tower Dr., Middletown, NY.

Whereas the Town of Wallkill is desirous of having Administrative and Consulting Services for its Dial A Bus Program, and The Town of Warwick is able to have their Supervisor of Transportation, Jennifer Crover, oversee the administration of the program.

NOW, THEREFORE, in consideration of both mutual covenants herein contained, the parties agree as follows:

1. The Town of Warwick shall assume the administration of the Wallkill operation from its transit offices in the Town of Warwick meeting with Wallkill personnel as needed.
2. The Supervisor of Transportation will be responsible for supervising all Wallkill Dial-A-Bus employees, including the Warwick Dispatcher/ Head Bus Driver, checking statistics, record keeping and reporting to the Orange County Dept. of Planning. The Supervisor of Transportation will meet with the dispatcher/ Head Bus Driver and review passengers and miles and fare collections. The Supervisor of Transportation will verify recaps and deposits are done accordingly and that drivers are correctly monitoring passengers and fare collections.
3. Maintenance will continue at the DPW in Wallkill as is now. Maintenance performed must be logged and a copy given to The Supervisor of Transportation as work is done.
4. The Supervisor of Transportation will perform required management of the Dial A Bus Drug and Alcohol Testing Program. The Supervisor of Transportation will oversee the Drug and Alcohol Program and ensure the Workplace policy is acceptable and maintain record keeping for the program. Safety Training and FTA Training requirements will be provided as needed by The Supervisor of Transportation, as well as overseeing Article 19A requirements.

5. The Supervisor of Transportation will be responsible for the overall management of the Dial-A-Bus operation.
6. The Supervisor of Transportation will be available while buses are in service, or have a designee available.
7. The Town of Wallkill has previously granted permission (via inter- municipal agreements) for Warwick buses to operate into, through, and out of Wallkill borders.
8. The fee for 1/1/2025- 12/31/2025 is \$34,500.00 payable by March 31st, 2025.
9. The Town of Warwick will pay the Supervisor of Transportation, Jennifer Crover as specified in their work agreement.
10. In cases of emergency, drivers may be needed to operate for the other agencies Dial A Bus service. That driver must be listed on that agency's vehicle insurance roster. The agency that employs is responsible for their salary.
11. The Town of Wallkill will hold harmless and indemnify the Town of Warwick for any damages caused by the Town of Wallkill employees, as a result of this agreement. The Town of Warwick will hold harmless and indemnify the Town of Wallkill for any damages caused by Town of Warwick employees as a result of this agreement.
12. This agreement shall be in effect through December 31st, 2025 and can be extended upon mutual agreement of all parties involved.
13. This Contract will be amended for changes in salaries, responsibilities, etc. at the end of each year, upon mutual agreement of both parties.

IN WITNESS WHEREOF, the parties agree for this contract to be executed upon signing.

TOWN OF WARWICK

Jesse Dwyer, Town Supervisor

Date

TOWN OF WALLKILL

George Serrano, Town Supervisor

Date



**Department of
Transportation**

ORANGE COUNTY DEPARTMENT
OF PUBLIC WORKS

2024 NOV 12 AM 11:53

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MACMILLAN, P.E.
Regional Director

RECEIVED

DEC 02 2024

TOWN OF WARWICK
TOWN CLERK

November 4, 2024

Michael Villarosa, P.E.
Orange County Department of Public Works
P.O Box 509
Goshen, NY 10924

Re: Study# 824-7002/ File #: 33.37-180
Speed Studies on County Road 13
Town of Warwick, Orange County
T24-161

Dear Mr. Villarosa:

Thank you for your letter to the New York State Department of Transportation (NYSDOT), dated May 23, 2024, regarding a speed reduction request on County Road 13 (Kings Highway) in the Town of Warwick, Orange County.

A formal speed study has been completed at this location. The study included a field review of the roadway geometry and physical conditions on Kings Highway in the Town of Warwick.

The field review found that the predominant characteristics of the road are conducive for the existing posted speed limit of 50 miles per hour (MPH) on Kings Highway. The speed data collected at Old Oak Road, indicated that the 85th percentile speed was 50 MPH. A reduced speed limit would not reflect the actual operating conditions of the roadway and consequently not be adhered to by most motorists. Therefore, a further reduction would not be appropriate on Kings Highway.

It is the responsibility of the Orange County Department of Public Works to determine if certain existing conditions on the roadway may require additional signing.

Thank you for your interest in and support for the transportation system. If you require further information on this request, please contact the Regional Traffic and Safety Group at (845) 437-3320 and reference correspondence number T24-161.

Sincerely,


C. Kingsley Onyeche
Transportation Analyst

cc: The Honorable Eileen Astorino, Clerk, Town of Warwick (Via e-mail)

Warwick Town Clerk

From: Villarosa, Michael <MVillarosa@orangecountygov.com>
Sent: Friday, November 29, 2024 2:12 PM
To: Warwick Town Clerk
Cc: Denega, Erik; McGuire, Ryan
Subject: RE: CR 13 - Speed Limit Reduction Request
Attachments: 2024-11-04 (CR 13) NYSDOT Determination - T24-161.pdf

Good afternoon Eileen,

Please see attached response from NYSDOT regarding your speed limit reduction request along CR 13 back in May 2024. As you will see, they have determined that a reduced speed would not be appropriate at this time along CR 13. Thank you.

Michael Villarosa, P.E.

Orange County Department of Public Works
mvillarosa@orangecountygov.com | 845.291.2764

From: Villarosa, Michael
Sent: Thursday, May 23, 2024 11:49 AM
To: dot.sm.r08.trafficsafety@dot.ny.gov
Cc: Denega, Erik <EDenega@orangecountygov.com>; McGuire, Ryan <RMcGuire@orangecountygov.com>; Eileen Astorino (clerk@townofwarwick.org) <clerk@townofwarwick.org>
Subject: CR 13 - Speed Limit Reduction Request

Good morning Region 8 Traffic and Safety,

Please see the attached correspondence regarding a Speed Limit Reduction Request along County Route 13 (Kings Highway) from the Warwick Village/Town Line (just south of Benedict Drive) to King's Elementary School/Grace Community Church/Chancellor Lane in the Town of Warwick. A hard copy of this request was also mailed to your Poughkeepsie office today, Thursday, May 23, 2024. Thank you.

Michael Villarosa, P.E.

Principal Engineer
Orange County Department of Public Works
2455-2459 Route 17M – PO Box 509 – Goshen NY 10924
mvillarosa@orangecountygov.com | 845.291.2764

This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies of the original message. No responsibility is accepted by Orange County Government for any loss or damage arising in any way from receiving this communication.

Warwick Town Clerk

From: Andersen, Nicole <NAndersen@orangecountygov.com>
Sent: Tuesday, December 3, 2024 12:25 PM
To: Andersen, Nicole
Subject: USDA Home Repair Program

USDA Rural Development has announced their Section 504 Home Repair program, which provides loans to very-low-income homeowners to repair, improve or modernize their homes or grants to elderly very-low-income homeowners to remove health and safety hazards. Please see their webpage for more information:

<https://www.rd.usda.gov/programs-services/single-family-housing-programs/single-family-housing-repair-loans-grants-18>

Nicole Andersen
Director
Orange County Office of Community Development
40 Matthews Street, Suite 307A
Goshen, NY 10924
(845) 615-3819
(845) 781-3385 cell
nandersen@orangecountygov.com

RECEIVED

DEC 03 2024

TOWN OF WARWICK
TOWN CLERK



Steven M. Neuhaus
County Executive

This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies of the original message. No responsibility is accepted by Orange County Government for any loss or damage arising in any way from receiving this communication.

Federal Aid Local Project Agreement (09/2023)
MUNICIPALITY/SPONSOR: Town of Warwick
PROJECT ID NUMBER (PIN): 8763.56 BIN:
2262130
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 12/2/2024 By: GC
Initials

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO _____

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State").

and

the Town of Warwick (the "Municipality/Sponsor")
acting by and through the Town of Supervisor
with its office at 132 Kinds Highway, Warwick, NY 10990.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as Jayne Street/Millers Creek Bridge Replacement, Town of Warwick, PIN 8763.56 (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10 (34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, and Chapter 794 of the laws of 2022, as further amended by Chapter 3 of the laws of 2023 (effective December 28, 2023), the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

Federal Aid Local Project Agreement (09/2023)
MUNICIPALITY/SPONSOR: Town of Warwick
PROJECT ID NUMBER (PIN): 8763.56 BIN:
2262130
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 12/2/2024 By: GC
Initials

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required, therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

Federal Aid Local Project Agreement (09/2023)
MUNICIPALITY/SPONSOR: **Town of Warwick**
PROJECT ID NUMBER (PIN): **8763.56** BIN:
2262130
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A
Date Prepared: **12/2/2024** By: **GC**
Initials

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges, or other Federal Participating costs directly identifiable with the eligible project.

Federal Aid Local Project Agreement (09/2023)
MUNICIPALITY/SPONSOR: Town of Warwick
PROJECT ID NUMBER (PIN): 8763.56 BIN:
2262130
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 12/2/2024 By: GC
Initials

4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991, are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs*. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

4.2.2 *Marchiselli Reimbursement Requests*. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements*.

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Title 49 of the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

Federal Aid Local Project Agreement (09/2023)
MUNICIPALITY/SPONSOR: Town of Warwick
PROJECT ID NUMBER (PIN): 8763.56 BIN: 2262130
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 12/2/2024 By: GC
Initials

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:
(a) the amount stated in Schedule A for the Federal Share; or
(b) the amount stated in Schedule A as the State (Marchiselli) share.

All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government, or their representatives.

4.4 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project, or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed

Federal Aid Local Project Agreement (09/2023)
MUNICIPALITY/SPONSOR: Town of Warwick
PROJECT ID NUMBER (PIN): 8763.56 BIN:
2262130
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 12/2/2024 By: GC
Initials

by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors, or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the

Federal Aid Local Project Agreement (09/2023)
MUNICIPALITY/SPONSOR: Town of Warwick
PROJECT ID NUMBER (PIN): 8763.56 BIN:
2262130
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 12/2/2024 By: GC
Initials

Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security, or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company, or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* The Project phase(s) and Term are identified in Schedules (A) executed herewith and incorporated herein or as subsequently identified in a duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of

Federal Aid Local Project Agreement (09/2023)
MUNICIPALITY/SPONSOR: Town of Warwick
PROJECT ID NUMBER (PIN): 8763.56 BIN:
2262130
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 12/2/2024 By: GC
Initials

encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects)*. The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations*. NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights*. In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements*. The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements*.

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission,
 - (c) By personal delivery,
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Orietta Trocard

Title: Regional Local Projects Liaison

MUNICIPALITY/SPONSOR: Town of Warwick

PROJECT ID NUMBER (PIN): 8763.56 BIN:

2262130

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 12/2/2024 By: GC

Initials

Address: 4 Burnett Boulevard, Poughkeepsie, NY 12603

Telephone Number: 845-437-3386

Facsimile Number: _____

E-Mail Address: Orietta.Trocard@dot.ny.gov

[Municipality/Sponsor] Town of Warwick

Name: Jesse Dwyer

Title: Town Supervisor

Address: 132 Kings Highway, Warwick, NY 10990

Telephone Number: 845-986-1120

Facsimile Number: _____

E-Mail Address: supervisor@townofwarwick.org

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Instructions and authorization forms are available on the State Comptroller's website at <https://www.osc.ny.gov/state-vendors>. Registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic%20Payment%20Guidelines) website at: [https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic Payment Guidelines](https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic%20Payment%20Guidelines).

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted

Federal Aid Local Project Agreement (09/2023)
MUNICIPALITY/SPONSOR: Town of Warwick
PROJECT ID NUMBER (PIN): 8763.56 BIN:
2262130
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 12/2/2024 By: GC
Initials

under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 (41 CFR Subtit. B, Ch. 60) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act (NY CLS ECL, Art. 6), including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their

Federal Aid Local Project Agreement (09/2023)
MUNICIPALITY/SPONSOR: Town of Warwick
PROJECT ID NUMBER (PIN): 8763.56 BIN:
2262130
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 12/2/2024 By: GC
Initials

own construction specifications and procedures on a project by project basis).

Comptroller's Contract Number: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYS DOT/ State-Local Agreement - Schedule A for PIN 8763.56

OSC Contract #: _____ Contract Start Date: ____/____/____ (mm/dd/yyyy) Contract End Date: 12/31/2030 (mm/dd/yyyy)
 Check, if date changed from the last Schedule A

Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Town of Warwick
 State Administered Other Municipality/Sponsor (if applicable): _____

List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.

Municipality: _____ % of Cost share
 Municipality: _____ % of Cost share
 Municipality: _____ % of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REPLACE County (If different from Municipality): Orange County

(Check, if Project Description has changed from last Schedule A):

Project Description: Jayne Street/Wiccopee Creek Bridge Replacement, Town of Warwick, Orange County, PIN 8763.56

Marchiselli Eligible Yes No

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8763.56.121	Current	STP (80%)	\$450,000.00	\$360,000.00	\$67,500.00	\$22,500.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
8763.56.221	Current	STP (80%)	\$30,000.00	\$24,000.00	\$4,500.00	\$1,500.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$480,000.00	\$384,000.00	\$72,000.00	\$24,000.00	\$ 0.00

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: **NYSDOT** **Sponsor**

- 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including *de minimis* determination, as may be applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**
- 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task

Responsibility: **NYSDOT** **Sponsor**

- 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**
- 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.
- 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.
- 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.
- 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.
- 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.
- 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.

- 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6 June 2023
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The 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 the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the 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 Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**NYS SWIMS through Orange County Youth Bureau
April 1, 2024 through September 30, 2025**

Name of Municipality: _____

Goals of Grant: Increase number of lifeguards and/or number of swim hours for public swim

GRANT GOAL TRACKING:

Number of Lifeguards:

2023	2024	Difference from 2023	PROJECTED D 2025	Difference from 2024
		0.00		0.00

Number of Swim Hours:

2023	2024	Difference from 2023	PROJECTED D 2025	Difference from 2024
		0.00		0.00

LIFEGUARD RECRUITMENT:

Amount \$ Municipality Spent for Advertising Lifeguard Jobs and/or Trainings

2023	2024	Difference from 2023	PROJECTED D 2025	Difference from 2024
		0.00		0.00

LIFEGUARD RETENTION:

Salary/Pay for Lifeguards:

2023	2024	Difference from 2023	PROJECTED D 2025	Difference from 2024
		\$0.00		\$0.00

Bonuses for "Work through End of Season":
Total # Bonuses Given for "Work through End of Season":

2023	2024	Difference from 2023	PROJECTED D 2025	Difference from 2024
		0.00		0.00

Amount \$ Municipality Spent for Bonuses Given for "Work through End of Season":

2023	2024	Difference from 2023	PROJECTED D 2025	Difference from 2024
		\$0.00		\$0.00

Bonuses for "Referring Someone to become a Lifeguard":
Total # Bonuses Given for "Referring Someone to become a Lifeguard":

2023	2024	Difference from 2023	PROJECTED D 2025	Difference from 2024
		0.00		0.00

Amount \$ Municipality Spent for Bonuses Given for "Referring Someone to become a Lifeguard":

2023	2024	Difference from 2023	PROJECTED D 2025	Difference from 2024
		\$0.00		\$0.00

LIFEGUARD TRAINING:

Number of Lifeguard Certifications Paid for by Municipality:

2023	2024	Difference from 2023	PROJECTED 2025	Difference from 2024
		0.00		0.00

Amount of \$ Paid by Municipality for Certification Trainings

2023	2024	Difference from 2023	PROJECTED 2025	Difference from 2024
		\$0.00		\$0.00

Number of Lifeguard Recertifications Paid for by Municipality:

2023	2024	Difference from 2023	PROJECTED 2025	Difference from 2024
		0.00		0.00

Amount of \$ Paid by Municipality for Recertification Trainings

2023	2024	Difference from 2023	PROJECTED 2025	Difference from 2024
		\$0.00		\$0.00

NYS SWIMS through Orange County Youth Bureau
 April 1, 2024 through September 30, 2025

Name of Municipality: _____

Goals of Grant: Increase number of lifeguards and/or number of swim hours for public swim

GRANT GOAL TRACKING:

Number of Lifeguards:

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		0.00		0.00

Number of Swim Hours:

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		0.00		0.00

LIFEGUARD RECRUITMENT:

Amount \$ Municipality Spent for Advertising Lifeguard Jobs and/or Trainings

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		0.00		0.00

LIFEGUARD RETENTION:

Salary/Pay for Lifeguards:

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		\$0.00		\$0.00

Bonuses for "Work through End of Season":

Total # Bonuses Given for "Work through End of Season":

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		0.00		0.00

Amount \$ Municipality Spent for Bonuses Given for "Work through End of Season":

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		\$0.00		\$0.00

Bonuses for "Referring Someone to become a Lifeguard":

Total # Bonuses Given for "Referring Someone to become a Lifeguard":

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		0.00		0.00

Amount \$ Municipality Spent for Bonuses Given for "Referring Someone to become a Lifeguard":

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		\$0.00		\$0.00

LIFEGUARD TRAINING:

Number of Lifeguard Certifications Paid for by Municipality:

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		0.00		0.00

Amount of \$ Paid by Municipality for Certification Trainings

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		\$0.00		\$0.00

Number of Lifeguard Recertifications Paid for by Municipality:

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		0.00		0.00

Amount of \$ Paid by Municipality for Recertification Trainings

2023	2024	Difference from 2023	ACTUAL 2025	Difference from 2024
		\$0.00		\$0.00



**Orange County Youth Bureau
NY Statewide Investment in More Swimming (SWIMS)
for April 2024 through September 2025 Funding
NARRATIVE & BUDGET FORMS**



Please check each box below to indicate that the required documents are included in this application:

- Non-Collusion Certification (page 5)
- Disclosure Of Prior Non-Responsibility Determinations (page 6)
- Iran Divestment Act Certification (page 8)
- Most recent Single Audit, formerly known as the OMB A-133 Audit or most recent full audited financial report*. (If you have a Single Audit, formerly known as an A-133 Audit, as defined by the Federal Government, you must submit that. If you are not required to have it, you must submit the most recent full audited financial report.)

Please check each box below to indicate that you acknowledge, if awarded, you will need to read, complete, and provide original signatures for the following forms in order to go into contract with the County of Orange. These 4 are NOT due until after notification of being awarded, if awarded:

- Certificate of Liability Insurance Form
- Certificate of Workers' Compensation Form
- Workers' Compensation Certificate of Disability Benefits Insurance

The undersigned attests that the information included in this application is accurate to the best of my knowledge. The individual agrees to provide the Orange County Youth Bureau additional information upon request should an award be granted from this application.

The undersigned proposes to furnish and deliver services described in the following documents and the responding proposal to the County of Orange, at the budget stated within. The individual submitting this proposal on behalf of his or her firm, certifies by signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he or she has read and understood the full Request for Proposal cited above; and
- he or she is duly authorized to submit the proposal on behalf of the business entity noted on page 2.
- Additionally, by submission of this proposal, the person signing on behalf of the Agency noted on page 2 certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Agency submitting this proposal 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>.

Original Signature: _____ **Printed Name:** Jesse Dwyer
Title: Town of Warwick Supervisor **Date:** _____

To be completed by the municipal youth bureau only:		
Date application was received: Application was <input type="checkbox"/> approved in full	<input type="checkbox"/> approved in part	<input type="checkbox"/> denied
Program will be funded using <input type="checkbox"/> NY SWIMS	Applicant was notified on (date):	

AGENCY INFORMATION:

Municipality that operates public swimming pool or beach: Town of Warwick
 Federal ID #: 14-6002490
 Charities Reg.#: _____

Program information:

Dates for Contract: from: 04/01/2024 through: 09/30/2025

Contact Information:

Name: Samantha Walter
 Title/role/relation to the swimming pool and or beach expenses: Recreation Director
 Phone Number: (845) 258-0670
 Email: recreationdirector@townofwarwick.org

TASKS to be Completed:	PERFORMANCE MEASURES:
a. Train, certify, and recertify up to <u>25</u> lifeguards b. Use increased salaries, and/or bonuses for finishing the season and/or referring someone to become a lifeguard for up to <u>25</u> lifeguards c. Increase the number of lifeguards and/or number of swim hours at <u>3 public pools</u>	a. Documentation of the number of trainings/certifications/recertifications covered by the municipality in comparison for years: 2023, 2024, and 2025 b. Documentation of the rate of pay and/or amounts in bonuses paid by municipality in comparison for years: 2023, 2024, and 2025 c. Documentation of the number of lifeguards recruited, hired, and retained through the season in comparison for years: 2023, 2024, and 2025 d. Documentation of the number of swim hours at <u>3 public pools</u> in comparison for years: 2023, 2024, and 2025

***Documentation of Performance measures and expenses related to each to be submitted by Municipality using separate Excel Document template provided by the Orange County Youth Bureau.**



ORANGE COUNTY, NEW YORK
 Department of General Services
 PO Box 218, 255-275 Main Street
 Goshen, New York 10924

Orange County Youth Bureau NY SWIMS Funding Allocation

NON-COLLUSION CERTIFICATION

- (a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition."
- (b) A Bid shall not be considered for award nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1)-(3) of this certification.

Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subparagraph (a)(1)-(3) of this certification, shall be deemed to have been authorized by the board of directors of the Bidder, or other authorizing body or vote of the bidders business entity if other than a corporation and such authorization shall be deemed to include the signing and submission of the Bid and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Bid.

DATE _____

SIGNATURE _____

NAME _____

TITLE _____

BUSINESS NAME _____



Orange County Youth Bureau NY SWIMS Funding Allocation

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? No Yes

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j:

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?:

No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

Print Name: _____

Title: _____

Date: _____



Orange County Youth Bureau NY SWIMS Funding Allocation

Instructions for Completing the Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Applicant must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Applicant" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Applicant fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Applicant that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Applicant is necessary to protect public property or public health safety, and that the Applicant is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for Procurement Contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your bid or proposal to the County agency conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Applicants.



ORANGE COUNTY, NEW YORK
 Department of General Services
 PO Box 218, 255-275 Main Street
 Goshen, New York 10924

Orange County Youth Bureau NY SWIMS Funding Allocation

IRAN DIVESTMENT ACT CERTIFICATION

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

Pursuant to General Municipal Law §103-g, by signing below, Applicant certifies as true under the penalties of perjury that:

By submission of this proposal each Applicant and each person signing on behalf of any Applicant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Applicant is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

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

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

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

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

DATE: _____ **SIGNATURE:** _____
NAME: _____
TITLE: _____
BUSINESS NAME: _____