

AGENDA - TOWN BOARD MEETING

March 26, 2020

7:30pm

REGULAR MEETING:

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ACCEPTANCE OF MINUTES

1. Regular Meeting, March 12, 2020

CORRESPONDENCE:

JENNIFER L. CROVER – Supervisor of Transportation, Town of Warwick Dial-A-Bus. Email dated February 26, 2020 to the Clerk regarding The Orange County Bus Operator Agreement.

PHILIP DARCY – Resident, Town of Warwick. Letter to Town Board received March 16, 2020 requesting a refund of room rental for a cancelled party at the Senior Center that was to be held on March 14, 2020 due to the current Coronavirus (COVID-19) pandemic.

MELISSA BROWN – Resident, Town of Warwick. Requesting a refund of room rental for a cancelled party at the Wickham Woodland Manor March 29, 2020 due to the current Coronavirus (COVID-19) pandemic.

EILEEN HANLON - Resident, Town of Warwick. Email to the Clerk dated March 14, 2020 requesting a refund of room rental for a cancelled party at the Wickham Woodland Manor on March 14, 2020 due to the current Coronavirus (COVID-19) pandemic.

NEIL WINTER JR. – Orange & Rockland Utilities. Email to the Clerk dated March 13, 2020 regarding the Orange & Rockland Electric Co. Suspend Service Shutoffs- March 13, 2020 at 3:30 pm. Orange & Rockland and Rockland Electric Company are suspending temporarily any electric and gas service shutoffs involving customers having bill payment difficulties. This suspension covers our entire service area.

WICKHAM WORKS INC. - Special Event permit for Battle Candle, Music & Art Festival at Wickham Woodland Park.

JANICE K. WILLIAMS – Application received March 18, 2020 requesting 91 State Route 94 South, Warwick New York be included in the Agriculture Protection Overlay District (APO).

DONNA KAMINSKI – Community 2gether, Email dated March 17, 2020 informing the Town Board they will not be holding their meetings at the Senior Center until further notice.

NEIL WINTER – Orange & Rockland Utilities. Email to the Town Clerk dated March 18, 2020 regarding the closure of Orange & Rockland Electrics temporary closure of Customer Walk-In Business Centers.

MELISSA DEROSA – Secretary to the Governor of New York. Letter dated March 16, 2020 to all Local Leaders regarding Non-essential Employee Guidance in response to COVID-19 Emergency.

CHRISTINA PACELLA – Division of Environmental Permits, NYS Department of Conservation. Copy of letter to Casey M. Tompkins received on March 12, 2020 regarding the Pine Island Turnpike (CR-1) Distribution Project – Pine Island Turnpike and Merrit’s Island Road Town of Minisink & Town of Warwick, Orange County CH#8613 (Permit Jurisdiction Screening).

CHRISTINA PACELLA- NYS Department of Environmental Conservation Engineering Technician, Division of Environmental Permits. Email dated March 12, 2020 regarding CH#8613 PJ Pine Island Turnpike (CR-1) Distribution Project – Multiple Towns – Orange County.

RONALD SAULLO – Skilled Laborer, Department of Public Works, Town of Warwick. Letter received March 13, 2020 to the Town Board regarding his intention of retiring.

NEIL WINTER – Orange & Rockland Utilities. Email to the Town Clerk dated March 17, 2020 regarding Orange & Rockland Customers and the expanded efforts to support them during the COVID-19 Pandemic.

SANDY LIDDY BOURNE – Director of State Outreach, George Mason University. Email dated March 19, 2020 to the Clerk regarding COVID-19 Pandemic Policy Response: Guidelines for Policymakers.

DANIEL GIBSON – Building Inspector, Town of Warwick. Letter dated March 17, 2020 to the Town Board requesting a refund of application 20190390 for a pool house.

BOARD’S DISCUSSION ON CORRESPONDENCE

VISITING ELECTED OFFICIALS

REPORTS OF BOARDS AND COMMISSIONS

COMMITTEE REPORTS

DEPARTMENT OF PUBLIC WORKS REPORT

PARKS DEPARTMENT

All Town Parks Open	Bathrooms Closed	Town
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ENVIRONMENTAL CONSULTANTS REPORT

COUNCILMAN DE ANGELO REPORT

COUNCILMAN KOWAL REPORT

COUNCILMAN GERSTNER REPORT

COUNCILMAN SHUBACK REPORT

ATTORNEY'S REPORT

TOWN CLERK'S REPORT

SUPERVISORS REPORT

1. **Coronavirus Update**
2. **Journal entries**
3. **Supervisors Corner – Published each week in the Warwick Dispatch, with excerpts printed in the Warwick Advertiser.**

PRIVILEGE OF THE FLOOR (AGENDA ITEMS)

NEW BUSINESS:

1. **AUTHORIZE SUPERVISOR TO SIGN & EXECUTE THE ORANGE COUNTY BUS OPERATOR AGREEMENT**
2. **APPROVE SPECIAL EVENT – WICKHAM WORKS INC.**
3. **REQUEST TO SERVE ALCOHOLIC BEVERAGES WICKHAM WOODLAND MANOR – WICKHAM WORKS INC.**
4. **APPROVE SPECIAL EVENT PERMIT –HERO'S IN DEED**
5. **PROMOTION TO HEAVY EQUIPMENT OPERATOR – RICHARD R. WESLOWSKI**
6. **PROMOTION TO MOTOR EQUIPMENT OPERATOR – JOHN MORSE**
7. **APPROVE CANADIAN GEESE HARASSMENT PROGRAM**
8. **AUTHORIZE REFUND WICKHAM WOODLAND MANOR – STEPHEN LILLY**
9. **ACCEPT RESIGNATION – RONALD SAULLO**
10. **AUTHORIZE REFUND WICKHAM WOODLAND MANOR – MELISSA BROWN**
11. **AUTHORIZE REFUND WICKHAM WOODLAND MANOR – EILEEN HANLON**
12. **AUTHORIZE REFUND WARWICK SENIOR CENTER – PHILIP DARCY**

13. **AUTHORIZE REFUND BUILDING PERMIT # 20190390**
14. **REQUEST TO PARTICIPATE – AGRICULTURAL PROTECTION
OVERLAY DISTRICT- SECTION 51 BLOCK 1 LOT 5.322**
15. **APPOINTMENT TO PINE ISLAND BOARD OF RECREATION**

BILLS:

PRIVILEGE OF THE FLOOR (GENERAL)

RECONVENE:

ADJOURN:

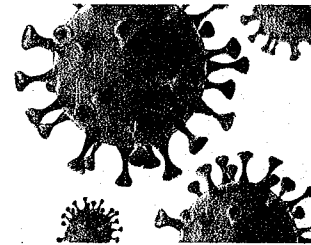
TEMPORARY

Coronavirus (Covid-19) Update for Local Governments

Local States of Emergency (Executive Law Article 2B)

This is the time to reference your emergency management plans for direction on how to proceed and/or review for potential updates.

COVID-19
2019-NCOV
NOVEL CORONAVIRUS
NCP



When can a local state of emergency be declared?

When there is finding that public safety is imperiled by a disaster, rioting, catastrophe or similar public emergency (Executive Law § 24 [1]). A disaster is defined as the occurrence or imminent threat of wide spread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause including, but not limited to, fire, flood, earthquake, hurricane, tornado, high water, landslide, mudslide, wind, storm, wave action, volcanic activity, **epidemic, disease outbreak**, air contamination, terrorism, cyber event, blight, drought, infestation, explosion, radiological accident, nuclear, chemical, biological, or bacteriological release, water contamination, bridge failure or bridge collapse (Executive Law § 20 [2][a]) (emphasis ours).

Who has the authority to declare a local state of emergency?

The statute refers to the "chief executive" of the town (Executive Law § 24 [1]). This has been interpreted to mean the town supervisor (see 2005 Ops Atty Gen No 5 [Feb. 11, 2005]).

How long can the state of emergency remain in effect?

Until it is rescinded by the supervisor or after 30 days, whichever comes first. The supervisor may extend the state of emergency proclamation for another 30 days (see Executive Law § 24 [1]). However, any local emergency order (see "What authority does the town have under a state of emergency?") may only be in effect for five days, and may be extended for another five (see Executive Law § 24[2]).

What emergency orders can be issued during a state of emergency?

The supervisor "may promulgate local emergency orders to protect life and property or to bring the emergency situation under control" such as:

- establishing a curfew and prohibiting and controlling pedestrian and vehicular traffic, except essential emergency vehicles and personnel;
- designating specific zones within which the occupancy and use of buildings and the ingress and egress of vehicles and persons may be prohibited or regulated;
- regulating and closing of places of amusement and assembly;
- suspending or limiting the sale, dispensing, use or transportation of alcoholic beverages, firearms, explosives, and flammable materials and liquids;
- prohibiting and controlling the presence of persons on public streets and places;
- establishing or designating emergency shelters, emergency medical shelters, and in consultation with the state commissioner of health, community based care centers;
- suspending town local laws, ordinances or regulations, or parts thereof subject to federal and state constitutional, statutory and regulatory limitations, which may prevent, hinder, or delay necessary action in coping with a disaster or recovery so long as:

- the county chief executive determines that the disaster is beyond the capacity of local government to meet adequately and state assistance is necessary and requests state assistance from the governor; or whenever the governor has declared a state disaster emergency pursuant to Executive Law § 28.

Suspending a local law, ordinance or regulation is also subject to the following standards and limits:

- (i) the suspension may only last for five days. However, upon reconsideration of all the relevant facts and circumstances, the suspension can be extended for another five days each during the pendency of the state of emergency;
- (ii) no suspension shall be made that does not safeguard the health and welfare of the public and which is not reasonably necessary to the disaster effort;
- (iii) any such suspension order shall specify the local law, ordinance or regulation, or part that is suspended and the terms and conditions of the suspension;
- (iv) the order may provide for such suspension only under particular circumstances, and may provide for the alteration or modification of the requirements of such local law, ordinance or regulation suspended, and may include other terms and conditions;
- (v) any such suspension order shall provide for the minimum deviation from the requirements of the local law, ordinance or regulation suspended consistent with the disaster action deemed necessary; and
- (vi) when practicable, specialists shall be assigned to assist with the related emergency actions to avoid adverse effects resulting from such suspension.

The Town as an Employer during a Public Health Emergency

The town has broad authority as an employer to adopt policies and procedures that address, among others, sick leave and leaves of absence for its employees (see General Municipal Law section 92). In the event of a public health emergency, the town should consider the following factors:

- **Determining Essential / Non-Essential Employees.** The town should determine what people and resources are required for the town to function effectively. Each town is different, and each town board will have to make a determination as to what employees and officials are considered essential vs. non-essential.
- **Telecommuting / Working Remotely.** As the employer, the town board may adopt a policy that authorizes telecommuting or working remotely for its employees. It may be prudent to proactively authorize employees and officials to work from home.
- **Evaluate Collective Bargaining Agreements.** Generally speaking, a collective bargaining agreement will supersede any town board determination. However, the town board should review the collective bargaining agreement and consult with the local bargaining unit to determine how to proceed in the event of an outbreak.
- **Review Town Policies / Provide for Sick / Extended Leave.** The town should review its policies currently in place and consider amending them to accommodate employees in the event they fall ill.
- **Educate Employees on Prevention and Treatment.** The town should actively encourage and require behaviors that will help prevent the spread of disease in the workplace, including following the guidelines established by the Centers for Disease Control. Additionally, the town should consider providing hand sanitizer and disinfectant wipe stations in the workplace and public spaces.
- **Communication.** Residents will be looking to the town for guidance on how to proceed during an outbreak. It is essential to keep the public informed in a manner that is not overwhelming and does not lead to widespread panic and misinformation. The town should determine how it will relay information about the outbreak to employees and the public. □

What are the notification requirements for emergency orders?

A local emergency order shall be effective from the time and in the manner prescribed in the order and shall be published as soon as practicable in a newspaper of general circulation in the area affected by such order and transmitted to the radio and television media for publication and broadcast.

What other authority does the town have under a local state of emergency?

The supervisor is "authorized and empowered to and shall use any and all facilities, equipment, supplies, personnel and other resources of his [or her] political subdivision in such manner as may

Committee on Open Government in which it has opined that as long as the majority of the board meets at the municipal meeting room, and that room is open to the public, the locations from which the other board members are videoconferencing need not comply with same requirements for meeting facilities or provide an opportunity for the public to participate via these remote locations (OML-AO-5575; OML-AO-5535). We recommend reviewing these opinions with your town attorney. Committee on Open Government opinions are available on the Committee's website: <https://www.dos.ny.gov/coog/index.html>.

Please reference our Legal FAQ in the March/April issue of our magazine, *Talk of the Town & Topics* for more information on videoconferencing.

Additional Guidance

When the public is gathering at a town meeting or public hearing, the town board should review and implement the recommended protocols from the Centers for Disease Control and the New York State Department of Health regarding prevention.

- NYS Dept of Health: <https://www.health.ny.gov/diseases/communicable/coronavirus/>
- Centers for Disease Control: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

In addition, the town board may review additional steps to mitigate exposure, such as accepting written comments via email, fax or the U.S. Postal Service to be included in the record of a public hearing and/or staggering the dates and times of public hearings to limit crowds, and where feasible, the town board may consider live streaming or broadcasting town meetings and hearings. According to the governor's office, local governments seeking to obtain additional stocks of hand sanitizer should work with their county emergency manager and local health department to submit requests directly into NY Responds, the state's web-based system that enables both local governments and state agencies to submit and share vital emergency-related information and resource requests. It looks like the county can log in here: <http://www.dhSES.ny.gov/ny-responds/> As always, our members are encouraged to call our office with any questions at (518)465-7933, Monday through Friday, 8:30 a.m. to 5 p.m.

Local Government Lobby Day Cancellation

In light of growing concerns about the spread of COVID-19, the Association of Towns and NYCOM have decided to cancel the joint Local Government Lobby Day originally scheduled for March 23, 2020 in Albany, NY. We remain committed to advocating for local government and providing our membership with the tools and information necessary when speaking with your representatives about the budget and other legislative issues. Please do not hesitate to call AOT's office with any questions or concerns. ☐

CDC

- Interim Guidance for Community- and Faith-Based Organizations <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/guidance-community-faith-organizations.html>
- Cleaning and Disinfection Recommendations for Community- and Faith-Based Organizations <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>
- Interim Guidance for Business and Employers <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>
- Environmental Cleaning and Disinfection Recommendations for Businesses and Employers <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>

NYSDOH

- [Cleaning and Disinfection Guidance Public and Private Facilities \(PDF\)](#)
 - [Schools \(PDF\)](#)
 - [Non-Healthcare Settings \(PDF\)](#)
 - [Public Transportation \(PDF\)](#)
- [DEC List of Products to Disinfect COVID-19 \(PDF\)](#)

Information for Providers

- <https://www.health.ny.gov/diseases/communicable/coronavirus/providers.htm> ☐

Warwick Town Clerk

From: Winter, Neil L. Jr. <WINTERN@oru.com>
Sent: Tuesday, March 17, 2020 12:01 PM
To: Winter, Neil L. Jr.
Subject: O&R, ROCKLAND ELECTRIC CO. TO CUSTOMERS: WE'RE ALL IN THIS TOGETHER

PEARL RIVER, NY March 17, 2020 11 a.m. – Orange & Rockland and Rockland Electric Company have expanded their efforts to support their customers in New York and New Jersey as they face the challenges of the coronavirus (COVID-19). The company is committed to helping its customers and their family, friends and neighbors get through this difficult time.

"While so much is changing each day, one thing I know is how committed all Con Edison employees are to delivering safe and reliable energy to our customers every day," said John McAvoy, chairman and CEO of Con Edison, Orange & Rockland and Rockland Electric's parent company. "That commitment will continue through this difficult time, and we are doing everything to keep both our customers and our employees safe. Now, more than ever, we need to support each other."

First, safety: Orange and Rockland and Rockland Electric Company are always ready to respond to every emergency. The energy companies' managers and crews are committed to keeping the communities they serve safe and the service reliable.

Second, interacting with Orange & Rockland and Rockland Electric Company employees: If utility workers knock on your door, they will carry proper identification. They will explain that they are following U.S. Centers for Disease Control and New York State and New Jersey health and safety guidelines to reduce the transmission of the virus.

They'll ask if anyone in the household is ill and discuss how they may carry out their tasks with everyone's health and comfort in mind. If you have an appointment with us, please let us know if you or anyone on your premises is quarantined by calling 1-877-434-4100. All company employees and contractors are advised to follow social distancing guidelines.

Third, the bills: O&R will not shut off electric or natural gas service due to payment difficulties resulting from the health crisis. The same is true for Rockland Electric and its electric customers. And, we are waiving new late-payment charges for all customers. What's more, we're suspending the fee usually charged to a customer who is unable to grant access to their property. Of course, we will continue to shut off service when there is a safety issue.

The fastest and easiest way to pay your bills during this period is online at www.oru.com/myaccount.

Next, meter readings and program visits to your home: The last thing any of us wants right now is unscheduled or non-emergency visits. Meter readers will not enter customers' homes to read meters. Customers with indoor meters can report their usage online. Click [here](#) to find out how.

Orange & Rockland and Rockland Electric Company have been installing thousands of smart meters throughout their service areas to give customers more control over their energy use. But for now, smart meters will be installed only if they are on the outside of buildings, in multi-family building basements, or in apartment buildings' designated areas. No work will be done inside living areas.

Orange & Rockland and Rockland Electric Company are committed to helping their customers in New York and New Jersey live safely and securely during this difficult time. We'll do everything we can to deliver the energy you need to keep things going where it matters most: Home.

Orange and Rockland Utilities, Inc. (O&R) is a wholly owned subsidiary of Consolidated Edison, Inc., one of the nation's largest investor-owned energy companies. O&R is a regulated utility that provides electric service to approximately 300,000 customers in southeastern New York State (where its franchise name is Orange & Rockland) and northern New Jersey (where it's Rockland Electric Company), and natural gas service to approximately 130,000 customers in New York.

TOWN OF WARWICK

132 KINGS HIGHWAY
WARWICK, NEW YORK 10990



TOWN HALL TELEPHONE (845) 986-1124
POLICE DEPT. TELEPHONE (845) 986-5000
RECEIVER OF TAXES (845) 986-1125
PUBLIC WORKS TELEPHONE (845) 986-3358
TOWN HALL FAX (845) 986-9908
SUPERVISOR msweeton@townofwarwick.org
TOWN CLERK clerk@townofwarwick.org

JOB POSTING

February 24, 2020

There currently exists a job opening in the Town of Warwick. The position is for a Heavy Equipment Operator, which is a Labor Class, Non-Competitive. It will be a Full-Time Position at the Department of Public Works using a grade 7 as specified in the C.S.E.A. Contract.

Interested applicants may apply directly to the Commissioner of Public Works no later than March 17, 2020.

OK, MRS. J.

CC: TBD ✓

RECEIVED
MAR 23 2020
TOWN OF WARWICK
SUPERVISORS OFFICE

Feb 24, 2020

Susan McCosker
492 Newport Bridge Road
Pine Island, NY 10969

Dear Supervisor Sweeton & Warwick Town Board:

I would like to express my interest in a position on the Pine Island Board of Recreation. After all the work of securing the funding for the new playground, I would like to continue to see the park and its programs thrive. I have discussed this opportunity with the other Pine Island Board of Recreation members, and they believe this is the right fit. I will continue to work to make our park great. Thank you for your consideration.)

Sincerely,



Susan McCosker

RECEIVED
FEB 27 2020
TOWN OF WARWICK
SUPERVISORS OFFICE

TOWN OF WARWICK



132 KINGS HIGHWAY
WARWICK, NEW YORK 10990

BUILDING & PLANNING DEPT (845) 986-1127
FAX NO. (845) 987-9644
BUILDING DEPT EXT. 258/260
PLANNING DEPT EXT. 261
ENGINEER EXT. 259

March 17, 2020

Supervisor / Town Board

RE: 17 Stonehenge Rd
26-1-101
Request for Refund

RECEIVED
MAR 23 2020
Town of Warwick
Town Clerk

Dear Supervisor & Town Board:

The Building Department has received a cancellation request from Mr. Horowitz for a refund of application 20190390 for a pool house. The application fee of \$100 is normally withheld (for processing and administrative work) and a refund of the building fee is returned. I am asking for a returned fee of \$400.00 to Mr. Horowitz.

Sincerely,

Daniel Gibson
Building Inspector

C/c: Town Clerk
Comptroller

DG/sw

17 Stonehenge Road
Warwick, New York 10990
(845) 469-7100
January 24, 2020

Daniel Gibson, Building Inspector
Town of Warwick
132 Kings Highway
New York, NY 10990

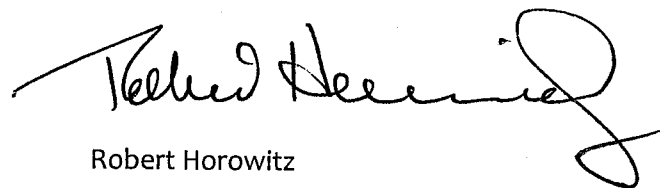
RE: SBL 26-1-101

Dear Mr. Gibson:

Please cancel the open permit application at the above referenced property.

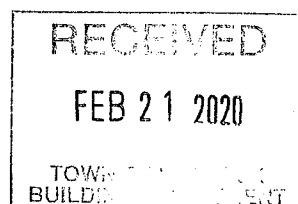
We have decided against moving forward with the project. In addition, I request a refund of the allowed amount of permit fee.

Thank you in advance,

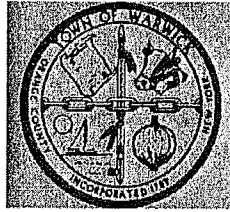


Robert Horowitz

26-1-101



DENIAL LETTER



Town of Warwick
132 Kings Highway
Warwick, NY 10990
845-986-1127

Application #: 20190390

Date: 5/23/2019

Parcel ID: 26-1-101

Owner Information

Horowitz, Robert
P.O. Box 624
Chester NY 10918

Location: 17 STONEHENGE RD

Parcel ID: 26-1-101

Permit Type: BUILDING

Work Description:

PRE-FABRICATED POOL HOUSE - 27' X 44'
*NOT TO BE USED FOR SLEEPING OR OVERNIGHT ACCOMMODATIONS.

This permit application was denied for the following reason(s):

1. REQUIRES NY STATE ARCHITECT/ENGINEER SEALED DRAWINGS.
2. SEPTIC SYSTEM NEEDS TO BE APPROVED FIRST.
3. NY STATE WORKERS COMPENSATION ON FORM U-26.3 OR C-105.

BUILDING INSPECTOR

**TOWN OF WARWICK
MINOR - BUILDING PERMIT APPLICATION**

FEES:

\$100 + \$10 PER \$1000 OF COST (ROUND UP TO NEAREST THOUSAND)
OR \$100 + \$1 PER SQ. FT. (FOR ADDITIONS)

*Payments accepted: Cash or Check. Make Checks Payable to: Town of Warwick
PAYMENT DUE WITH APPLICATION SUBMISSION!*

Application is hereby made to the Building Department for the issuance of a Building Permit pursuant to the Code of the Town of Warwick. The applicant agrees to comply with all applicable laws, ordinances and regulations.
Date April 29, 2019

CHECKLIST: All must be checked prior to submitting permit to Building Department!!

APPLICATION NOTARIZED PROJECT DESCRIPTION IN DETAIL
 SURVEY SHOWING SETBACKS INSURANCE (WAIVER OR CERTIFICATE)

IF YOU HAVE PURCHASED THIS PROPERTY WITHIN LAST 6 MONTHS – PROVIDE DOCUMENTATION

SITE DATA:

Section - Block - Lot: 26 - 1 - 101
Street Location: 17 Stonehenge Road, Warwick, NY 10990

PROJECT:

New
 Existing (on property already – additional money owed)
 Accessory Building (shed, barn, garage, etc)
 Fence
 Swimming Pool/Hot Tub (well/septic location)
 Open Deck/Porch – (provide detailed sketch)
 Finish Basement – (provide layout sketch)
 Addition – (provide NYS stamped plans)
 Renovations
 Solar Panels (Roof Mount or Ground Mount)
 Woodstove/Pellet Stove/Fireplace
 Roof Replacement (re-roof)
 Generator (\$75)
 Gas Testing (\$50)
 Renewal of Permit #:
Other:

DESCRIPTION: SIZE:

Pre-Fabricated Bldg. 27'0" x 44'0"
pool house w/ bathroom
ABOVE _____ INGR _____
_____ X _____
_____ X _____
_____ X _____
_____ X _____
of Panels _____ kW= _____

ESTIMATED COST: \$40,000.

APPLICATION FEE: \$ 100
BUILDING FEE: + \$ 400
TOTAL FEE: = \$ 500
(*see fee schedule at top of page to calculate cost)

PROVIDE FOLLOWING (if applicable):

Planning Board Approval (if required)
If yes, Date approved: _____
ZBA Variance or Special Use Granted (if any):
If yes, Date approved: _____

OWNER:

Name: Robert Horowitz
Mailing address: 17 Stonehenge Road
City: Warwick State: NY Zip: 10990
Phones: 469-7100 Mobile: _____

ARCHITECT / ENGINEER

Name: Lehman & Getz, P.C.
Address: 17 River Street
City: Warwick State: NY Zip: 10990
Phone: (845) 986-7737

CONTRACTOR:

Name: VMBS, LLC.
Address: 3 Great Valley Parkway, Suite 170
City: Malvern State: PA Zip: 19355
Phone: (877) 438-8627

RECEIVED
MAY 17 2019
TOWN OF WARWICK
BUILDING DEPARTMENT

INSURANCE (check one): (MUST be provided if having a builder do any work on your property)

Builder / Contractor / Developer - New York State Insurance Certificate (Workers Compensation)
(U-26.3 or C-105 are the ONLY FORMS ACCEPTED! – ACORD FORMS ARE NOT VALID PROOF!)
 CE-200 Form: Certificate of Attestation of Exemption. To be filled out on www.wcb.ny.gov website.
 WC/DB BP-1 certificate: Affidavit of Exemption to Show Specific Proof of Workers' Compensation Insurance.

AUTHORIZATION (NOTARY):

State of New York, County of Orange, Robert Horowitz, being duly sworn deposes and says he/she is the owner and is duly authorized to perform or have performed said work and to make and file this application; that all statements are true and to the best of his/her knowledge and belief, and that the work will be performed in the manner set forth in the application and in the plans and specifications filed therewith.

Sworn to before me

This 3 day of May, 2019

NOTARY PUBLIC: Cheryl A. McCleaver

Stamp: Notary Public, State of New York
No. 01MC6083299
Qualified in Orange County
Commission Expires November 12, 2022

(In front of a notary!)
Owner Signature: Robert C. Horowitz
Print Name: ROBERT C. HOROWITZ

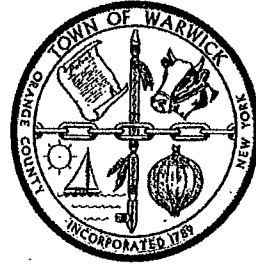
Owner waiver letter (needed if not the home owner)

FEE PAID: 500 FOR TOWN USE ONLY CHECK # 21060 CASH AMOUNT OF CHECK: 500
Comments: _____ Application #: 390

X

Town Board of the Town of Warwick

132 Kings Highway
Warwick, NY 10990
TELEPHONE (845) 986-1120



RECEIVED
MAR 18 2020
Town of Warwick

Statement Number _____
Date Received _____
Date Referred to Town Board _____
Public Hearing Date _____
Date to OCWA _____
Effective Date of Map Amendment _____

Above For Official Use

Request for Participation
Town of Warwick Agricultural Protection Overlay District
(Please type or print)

1. Name of Landowner ANJAL LLC
2. Address 4 Ochs Lane Warwick NY 10990
(Street No. & Name) (Municipality) (State) (Zip Code)
Phone Number _____
3. Location of property 91 State Route 94 South, Warwick, NY
Section 51 Block 1 Lot(s) 5.322
4. Acreage of Parcel(s) 83.95 acres Zoning District(s) RU
5. Describe current farm use of property Agricultural land

The undersigned respectfully requests participation in the Town of Warwick Agricultural Protection Overlay (AP-O) Zoning District. This request is being made in accordance with § 164-47.3B(5) of the Town of Warwick Zoning Law. The undersigned acknowledges that this statement is to be filed with the Town Clerk, who will certify this statement and refer it to the Town Board within 14 days of its receipt for action.

Once included in the AP-O District, landowners may take advantage of the District's special benefits including a density bonus for participation in the Town's Transfer of Development and Purchase of Development Rights programs, qualified participation in the Town's Open Space Leasing Program, Farm Market development on lands considered part of the same farming operation, and subdivision of one additional residential lot under the Town's 1989 Zoning Law.

Applicant Name: ANJAL LLC
(Please print name)

Applicant Signature: Janice K. Williams

Date: 3-18-20

Attached hereto is the deed indicating the legal owner(s) of the property. In the event of corporate ownership, a list of all directors, officers and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached.

I HEREBY DEPOSE AND SAY THAT ALL THE ABOVE STATEMENTS AND INFORMATION, AND ALL STATEMENTS AND INFORMATION, CONTAINED IN THE SUPPORTING DOCUMENTS ATTACHED HERETO ARE TRUE.

Sworn before me this

18th Day of March, 2020, Janice K. Williams
Landowner's Signature

Barbara J. Stoner
Notary Public

Title

BARBARA J. STONER
NOTARY PUBLIC, State of New York
No. 015T4982020
Qualified in Orange County
Term Expires May 28, 2023

Warwick Town Clerk

From: Warwick Dial A Bus <dialabus@warwick.net>
Sent: Wednesday, February 26, 2020 10:51 AM
To: Warwick Town Clerk
Subject: FW: Operator Agreement

RECEIVED

FEB 27 2020

Town of Warwick
Town Clerk

Eileen,

At the next Board Meeting could you prepare a resolution authorizing the Town Supervisor to sign and execute the Orange County Bus Operator Agreement. (see below) The County asks for resolution prior to sending us contract now. I have already requested all the insurance certificates. Thank you

Jen

Jennifer L. Crover
Supervisor of Transportation
Town of Warwick Dial-A-Bus
Cell- 845-774-6313
Office 845-986-4174
dialabus@warwick.net

From: Scali, Carrie <CScali@orangecountygov.com>
Sent: Monday, February 24, 2020 10:39 AM
To: Scali, Carrie <CScali@orangecountygov.com>
Cc: Parrington, Rob <RParrington@orangecountygov.com>; Boulanger, Martha <MBoulanger@orangecountygov.com>; Kaur, Amritpal <AKaur@orangecountygov.com>; Russell, Ellen <erussell@orangecountygov.com>; goshenhighway@frontiernet.net; Colleen Solan <csolan@highlands-ny.gov>; Aron Schreiber <aronschreiber@gmail.com>; Monroe Dial-A-Bus <dab@monroeny.org>; Pete Galati <pgalati@townofmontgomery.com>; 'recreationaid@townofnewburgh.org' <recreationaid@townofnewburgh.org>; Port Jervis Dial a Bus <pjdiaabus@portjervisny.gov>; Warwick Dial A Bus <dialabus@warwick.net>
Subject: Operator Agreement

Hello:

Please be advised that the County is in the process of revising the upcoming Operator Agreement. Once finalized, the document will be sent to you for your review and signature.

With that being said, current insurance certificates for liability, workers' compensation and disability are required to be submitted with the contract. The County of Orange should be listed as a certificate holder and an additional insured on the liability certificate. In addition, a resolution must be submitted authorizing the execution of this Operator Agreement.

Please do not hesitate to contact me with any questions or concerns you may have,

Carrie

Carrie Scali

Planning Assistant

Orange County Planning Department

124 Main Street

Goshen, NY 10924

Phone: (845) 615-3866

Fax: (845) 291-2533

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.

RECEIVED

MAR 11 2020

Town of Warwick
Town Clerk

Prepared By:
Town Of Warwick
132 Kings Highway
Warwick, NY 10990

Permit #: SP-8
Date of Event: 6/6/20
Hours of Event:
From: 9:00 AM
To: 10:30 AM

Special Event Permit

***Applicants are required to meet with Town Board members to discuss details of Special Event before Town can grant approval.**

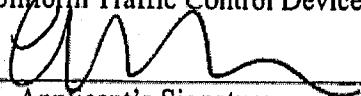
Chapter 115. Public Assemblies and Entertainment
Article II. Conditions Pertaining to Temporary Outdoor Public Gatherings. § 115-10 Permit fee.
The applicant shall pay to the Town at the time the application is submitted a fee of \$25 per day for each day of operation.

To: Town Board
Town of Warwick
Warwick, NY 10990

Application is hereby made for a Special Event Permit for access to road(s) in the Town of Warwick.

- A. Applicant: HERoss In Deed (Elizabeth Harman)
 Telephone #: 845-2161140
 Evening #: 845-216-1140
 Emergency #: 845-216-1995
- B. Address: PO Box 324 Warwick NY 10990
- C. Name of Road(s) (Attach map of Route):
West Street, Sanfordville, Covered Bridge Road, Millers Lane
- D. Nature and Purpose of Permit:
HERO 5K/10K in memory of LTC Jaimie E. Leonard

If Permit is granted, I hereby agree to conform to all the conditions and restrictions forming a part of this Permit and to conform to all local ordinances, if any, and to conform to the provisions as set forth in the M.U.T.C.D. (Manual of Uniform Traffic Control Devices).


Applicant's Signature Executive Director 3/5/20
Title Date

40 Marsh Hill Rd Putnam Valley NY 10579
Address

Conditions and Restrictions

1. This Permit shall not be assigned or transferred except with the written consent of the Town Board.
2. Notice shall be given by said applicant at least 48 hours prior to a Regular Meeting of the Town Board held on the 2nd or 4th Thursday of each month.
3. The Applicant hereby agrees to indemnify and save harmless the Town of Warwick from all suits, actions or damages of every kind whatsoever which may arise from or on account of the event under this Permit. General Liability Insurance for the protection of the Applicant and the Town of Warwick will be maintained in such an amount and in such company and in such case as the Town Board may require. Be sure to attach a Certificate of Insurance naming the Town of Warwick, 132 Kings Highway, Warwick, NY 10990 as additional insured.
4. The Town Board reserves the right to revoke or cancel this Permit at any time should the Applicant fail to comply with the terms and conditions herein prescribed.
5. Applicant's approved copy of this Permit shall be in possession of the parties actually involved.
6. This Permit application is subject to such other consents as are required by Law.
7. Arrangements shall be made with the Town of Warwick Police Chief to provide, during the period of such Special Event, for the handling of pedestrian and motor vehicle traffic, the re-routing of traffic, caring for emergencies and other related needs.
8. Applicant will be charged a fee for police personal services (payroll/labor) if additional police officers are required at this event. Additional personnel and amount to be determined by the Police Chief.

9. The Applicant hereby agrees to clean up any debris along the Town of Warwick Roads in the vicinity of the specified locations arising out of or as a result of the activity under this Permit.

I Herewith agree to the "Conditions and Restrictions".

Elizabeth A. Harman
Applicant's Signature

3/10/20
Date

[Signature]
Witness's Signature

3/10/2020
Date

Permission is hereby granted to applicant.

A Certificate of General Liability (bodily injury/property damage) Insurance must be on file at the Office of the Town Clerk, Town of Warwick.

Town Clerk (Signature)

Date

Approved by Town Board on _____
Date

*****Note*****As per following the Town Board Resolution. If additional police personal are required for this Special Event, Police Chief will bill you for services provided.

#R96-69 POLICE CHARGE FOR SPECIAL EVENTS

Motion Councilwoman Gamache, seconded Councilman Lust to adopt a resolution charging the sponsor of special events in the Town of Warwick for police services provided by the Town of Warwick Police. The amount of the charge is to be determined by the Town of Warwick Police Chief and is to be equal to the additional personal services (payroll/labor) cost resulting from the police services provided for the special event. Motion Carried (5 ayes)

**PLEASE FILL OUT THE ATTACHED
POLICE AGREEMENT**

AGREEMENT FOR POLICE SERVICES

This agreement dated 3/10/20, between, HERoes In Deed with offices at PO Box 324 Warwick NY and the Town of Warwick, a New York Municipality, with offices at 132 Kings Highway, Warwick, NY 10990, (Town) for services to be provided to HERo 5K/10K by the Town.

Whereas, HERoes In Deed desires to have the Town provide specific police services to HERo 5K/10K at the Warwick Valley Middle School and;

Whereas, The Town is willing and able to provide such services as outlined below at a cost set forth below, HERoes In Deed and the Town hereby agree as follows:

1. The Town will provide police presence in the form of up to one police cruiser and officer up to _____ as requested. The officer(s) provided will be regular Town of Warwick Police officers assigned at the discretion of the Town of Warwick Police Chief or his designated agent.

2. The Town hereby certifies that it maintains General Liability insurance including law enforcement activities in a base amount of \$1,000,000 together with an umbrella policy for \$10,000,000 for all underlying occurrences. The Town also maintains the statutory Workmen's Compensation insurance as required by New York State. Copies of said policies shall be made available to HID upon request.

3. It is further understood and agreed by and between the parties hereto that the Town shall only be required to make its best efforts to provide the manpower and equipment as noted above. The parties recognize that there may be emergency or other circumstances under which the officers or equipment assigned to the HERo 5K/10K details may be required for public safety to be positioned elsewhere. Such reassignment shall not be regarded as a breach of this contract if such should occur.

4. The period of time covered by this agreement shall run from 6/6/20 9:00AM until 10:30AM, unless extended by mutual agreement of the parties hereto.

5. The cost to HERoes In Deed for the above services shall be as follows:

a. A charge of \$120.00/hour/officer will be due and payable prior to filming.

b. In addition, a charge of \$20.00/hour for each car assigned shall be computed and billed to compensate for wear and tear, fuel, etc.

c. Cost of miscellaneous safety equipment deemed necessary or desirable by the Town shall be billed to HERoes In Deed at a cost basis. Such items might include but not necessarily be limited to flares, cones, etc.

8. The Town shall submit an itemized bill to HERoes In Deed at the conclusion of the event. Such bill shall include the name of the officer who provided services, hours worked, the normal hourly overtime rate of pay for each officer, each vehicle so assigned and the number of hours so assigned, and a list of any additional equipment provided by the Town as outlined above.

Town of Warwick

By: T. McGovern

Michael P. Sweeton,
Town Supervisor

By: Thomas McGovern
Thomas McGovern
Chief of Police



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting	
	PHONE (A/C, No, Ext): 1-800-426-2889	FAX (A/C, No): 1-260-459-5105
	E-MAIL ADDRESS: info@sportsinsurance-kk.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nationwide Mutual Insurance Company	23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: W01697074 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6BRPG0000007258300	06/06/2020 12:01 AM EDT	06/07/2020 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007258300	06/06/2020 12:01 AM EDT	06/07/2020 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Legal Liability to Participants (LLP) limit is a per occurrence limit.
Event Name: HERO Run in memory of LTC Jaimie Leonard, Event Type: Event Date: 06/06/2020 to 06/06/2020
Event Location: Warwick Middle School, 225 West Street, Warwick, New York 10990
Event Location: Town of Warwick, 132 Kings Highway, Warwick, New York 10990

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Scott ...</i>
--	---

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2016

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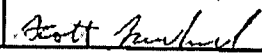
PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting	
	PHONE (A/C No, Ext): 1-800-426-2889	FAX (A/C, No): 1-260-459-5105
E-MAIL ADDRESS: info@sportsinsurance-kk.com		
PRODUCER CUSTOMER ID:		
INSURED HERoes In Deed Inc DBA: HERo Run 10K/5K 40 Marsh Hill Road Putnam Valley, NY 10579 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nationwide Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
		NAIC # 23787

COVERAGES **CERTIFICATE NUMBER:** W01697075 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		6BRPG000007258300	06/06/2020 12:01 AM EDT	06/07/2020 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG000007258300	06/06/2020 12:01 AM EDT	06/07/2020 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Legal Liability to Participants (LLP) limit is a per occurrence limit.
 Event Name: HERo Run in memory of LTC Jaimie Leonard, Event Type: Event Date: 06/06/2020 to 06/06/2020
 Event Location: Town of Warwick, 132 Kings Highway, Warwick, New York 10990
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER Town of Warwick 132 Kings Highway Warwick, NY 10990 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2016

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PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting		
	PHONE (A/C, No, Ext): 1-800-426-2889	FAX (A/C, No): 1-260-459-5105	
	E-MAIL ADDRESS: info@sportsinsurance-kk.com		
	PRODUCER CUSTOMER ID:		
INSURED HERoes in Deed Inc DBA: HERo Run 10K/5K 40 Marsh Hill Road Putnam Valley, NY 10579 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nationwide Mutual Insurance Company		23787
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: W01697076 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						EACH OCCURRENCE AGGREGATE
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007258300	06/06/2020 12:01 AM EDT	06/07/2020 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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 Event Location: Warwick Middle School, 225 West Street, Warwick, New York 10990
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER Warwick Valley School District 225 West Street Warwick, NY 10990 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Scott [Signature]</i>
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 ** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

X

Warwick Town Clerk

From: Winter, Neil L. Jr. <WINTERN@oru.com>
Sent: Friday, March 13, 2020 3:38 PM
To: Winter, Neil L. Jr.
Subject: Orange & Rockland and Rockland Electric Co. Suspend Service Shutoffs - March 13, 2020 at 3:30 PM

Orange & Rockland and Rockland Electric Co. Suspend Service Shutoffs

As all of Orange & Rockland and Rockland Electric Company customers and their families, friends and neighbors face the enormous challenges presented by the coronavirus, Orange & Rockland and Rockland Electric Company are suspending temporarily any electric and gas service shutoffs involving customers having bill payment difficulties. This suspension covers our entire service area.

Any emergency service terminations required for safety reasons such as a gas leak or a fire cut will proceed as usual.

We continue to advise customers to pay bills online and register their accounts at www.oru.com/MyAccount.

We are committed to helping our customers and employees get through this difficult time safely and encourage everyone to follow U.S. Centers for Disease Control (www.cdc.gov) health and safety guidelines. We also will continue to work to provide safe and reliable service to our customers. We will continue to evaluate any further process changes as necessary.

RECEIVED
MAR 13 2020
Town of Warwick
Town Clerk

Eileen X

Warwick Town Hall
132 Kings Highway
Warwick, N. Y. 10990

RECEIVED
MAR 13 2020
Town of Warwick
Town Clerk

Ref: Retirement Letter

Dear Mr. Sweeton and The Warwick Town Board,

This letter serves as formal notification that September 21, 2020 will be my last day as a skilled laborer for the Town of Warwick DPW as I am ready to retire.

While I look forward to retirement, I will miss working for and being part of The Town of Warwick DPW after 36 long years. I appreciate the opportunities and will always be grateful for my time here.

Sincerely,

Ronald Saullo
PO Box 509
Greenwood Lake, N. Y. 10925

rsolo2003@optonline.net

RECEIVED
MAR 13 2020
TOWN OF WARWICK
SUPERVISOR'S OFFICE

X

Warwick Town Clerk

From: Pacella, Christina (DEC) <Christina.Pacella@dec.ny.gov>
Sent: Thursday, March 12, 2020 12:50 PM
To: tompkinsc@oru.com
Cc: dec.sm.DEP.R3; Masi, Lisa M (DEC); Drumm, Brian R (DEC); BRIAN ORZEL - ARMY CORP OF ENGINEERS (Brian.A.Orzel@usace.army.mil); minisinktownclerk@gmail.com; Warwick Town Clerk
Subject: CH# 8613 PJ - PINE ISLAND TURNPIKE (CR-1) DISTRIBUTION PROJECT - MULTIPLE TOWNS - ORANGE COUNTY
Attachments: CH# 8613 PJ - PINE ISLAND TURNPIKE (CR-1) DISTRIBUTION PROJECT - MULTIPLE TOWNS - ORANGE COUNTY.pdf




CH# 8613 PJ - PINE ISLAND TURNPIKE (CR-1) DISTRIBUTION PROJECT - MULTIPLE TOWNS - ORANGE COUNTY

ECC is for your records. A hard copy will not be sent unless requested.

Thank you,

Christina Pacella

Environmental Engineering Technician, Division of Environmental Permits
New York State Department of Environmental Conservation
21 South Putt Corners Road, New Paltz, NY 12561
P: (845) 256-2250 | F: (845) 255-4659 | christina.pacella@dec.ny.gov

www.dec.ny.gov |   



HiggenS

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3
21 South Platt Corners Road, New Paltz, NY 12561-1620
P: (845) 256-3054 | F: (845) 255-4659
www.dec.ny.gov



**Department of
Environmental
Conservation**

March 12, 2020

Casey M. Tompkins, CAE, PWS
Orange and Rockland Utilities, Inc.
390 West Route 59
Spring Valley, New York 10977-5300

RECEIVED

MAR 12 2020

Town of Warwick
Town Clerk

RE: Pine Island Turnpike (CR-1) Distribution Project – Pine Island Turnpike and Merrit's Island Road
Town of Minisink & Town of Warwick, Orange County
CH# 8613
Permit Jurisdiction Screening

Dear Mr. Tompkins:

I apologize for the delay in response. The New York State Department of Environmental Conservation (DEC or Department) has reviewed your inquiry received by this office on January 6, 2020. The project involves the following proposed improvements:

- Pole #1 (45397/482650) through Pole #18 (45606/48113): The replacement of overhead distribution wire, transformers, and associated equipment;
- Pole #19 (45612/48099) through Pole #41 (45777/47773): New wooden distribution poles, overhead electric wires, transformers, and associated equipment to be installed along within this segment; and
- Pole #42 (45253/47724) through Pole #58 (45907/47501): The replacement of wooden distribution poles, overhead distribution wire, transformers, and associated equipment.

Based upon our review of your inquiry and submitted materials, the Department offers the following comments:

PROTECTION OF WATERS

The following streams are located within or near the site you indicated:

Name	Class	DEC Water Index Number	Status
Wallkill River	C	H-139-13	Navigable
Tributary of Pochuck Creek	C	H-139-13-61-1	Non-Protected
Tributary of Pochuck Creek	C	H-139-13-61-2	Non-Protected



A permit is not required to disturb the bed or banks of "non-protected" streams. A Protection of Waters permit is required for any excavation or filling below the mean high-water line of any waterbodies and contiguous wetlands identified above as "navigable."

If a permit is not required, please note, however, you are still responsible for ensuring that work shall not pollute any stream or waterbody. Care shall be taken to stabilize any disturbed areas promptly after construction, and all necessary precautions shall be taken to prevent contamination of the stream or waterbody by silt, sediment, fuels, solvents, lubricants, or any other pollutant associated with the project.

FRESHWATER WETLANDS

The project site is not within a New York State protected Freshwater Wetland.

WATER QUALITY CERTIFICATION

The project site appears to contain federally-regulated wetland areas. If the United States Army Corps of Engineers (ACOE) requires a permit for work completed in or impacting a federal wetland, you will need a Section 401 Water Quality Certification from the Department. Please contact the ACOE at (917) 790-8411 for a determination.

STATE-LISTED SPECIES

The DEC has reviewed the State's Natural Heritage records. We have determined that the site is located within or near records of the following state-listed species:

<u>Name</u>	<u>Status</u>
Indiana bat (<i>Myotis sodalis</i>)	Endangered
Short-eared owl (<i>Asio flammeus</i>)	Endangered
Upland sandpiper (<i>Bartramia longicauda</i>)	Threatened
Northern harrier (<i>Circus hudsonius</i>)	Threatened

The submitted narrative states that all vegetative management activities will be conducted between October 1 and December 1, and that all other work will occur between April 1 and November 30. Based on the information provided and the use of appropriate seasonal work windows, the Department has determined that the proposed project is not anticipated to result in adverse impacts to the above-listed species. Therefore, at this time, the Department will not move to invoke an Incidental Taking permit pursuant to Article 11, Title 5, Threatened and Endangered Species.

Please note that a project sponsor may not commence site preparation, including tree clearing, until the provisions of the State Environmental Quality Review Act (SEQR) are complied with and all necessary permits are issued for the proposed project.

If significant modifications are proposed to the above-referenced scope of work, please contact the Department for additional review. For technical questions regarding the above information, please contact Lisa Masi of the DEC Bureau of Wildlife at lisa.masi@dec.ny.gov or 845-256-2257.

The absence of data does not necessarily mean that other rare or state-listed species, natural communities, or other significant habitats do not exist on or adjacent to the proposed site. Rather, our files currently do not contain information which indicates their presence. For most sites, comprehensive field surveys have not been conducted. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

STATE POLLUTION DISCHARGE ELIMINATION SYSTEM (SPDES) CONSTRUCTION

If the overall project will disturb one or more acres of land, the project sponsor must obtain coverage under the current SPDES General Permit for Stormwater Discharge from Construction Activity (GP-0-15-002) and develop a Stormwater Pollution Prevention Plan (SWPPP) that conforms to requirements of the General Permit.

The portion of the project area that is within the Town of Minisink is located in a Municipal Separate Storm Sewer System (MS4) community. The municipality is responsible for review and acceptance of the SWPPP, and the MS-4 Acceptance Form must be submitted to the Department. For information on stormwater and the general permits, see the DEC website at <http://www.dec.ny.gov/chemical/8468.html>.

The portion of the project area that is within the Town of Warwick is not located in a MS4 community.

CULTURAL RESOURCES

We have reviewed the statewide inventory of archaeological resources maintained by the New York State Museum and the New York State Office of Parks, Recreation, and Historic Preservation. These records indicate that the project is located within an area considered to be sensitive with regard to archaeological resources. The project sponsor should submit project materials to the New York State Historic Preservation Office's online Cultural Resource Information System (CRIS) to initiate the review process. Information on submitting to the system and access to it are available at <http://www.nysparks.com/shpo/>.

FEMA FLOODPLAIN

The project site is located within a Federal Emergency Management Agency (FEMA) Floodplain. The municipality will determine if any additional jurisdictions are applicable to the proposal.

OTHER

Other permits from this Department or other agencies may be required for projects conducted on this property now or in the future. Also, regulations applicable to the location subject to this determination occasionally are revised and the project sponsor should, therefore, verify the need for permits if your project is delayed or postponed. This determination regarding the need for permits will remain effective for a maximum of one year. More information about DEC permits may be found on our website,

March 12, 2020

www.dec.ny.gov, under "Regulatory" then "Permits and Licenses." Application forms may be downloaded at <http://www.dec.ny.gov/permits/6081.html>.

Please contact this office if you have questions regarding the above information. Thank you.

Sincerely,



Christina Pacella
Division of Environmental Permits
Region 3, Telephone No. (845) 256-2250

Enc: Indiana Bat Project Review Fact Sheet

cc: Lisa Masi, NYSDEC Bureau of Wildlife
Brian Drumm, NYSDEC Bureau of Ecosystem Health
Brian Orzel, ACOE
Town of Minisink Town Clerk
Town of Warwick Town Clerk

Indiana Bat Project Review Fact Sheet
New York Field Office

The following fact sheet is intended to provide information to assist project sponsors, as well as any involved Federal and State agencies, with the review of activities that occur within the likely range of the Indiana bat (*Myotis sodalis*) within the State of New York. This fact sheet can be used to assist with compliance with the Endangered Species Act (ESA) (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*). **PLEASE NOTE - this fact sheet does not apply to wind development projects as they involve many unique considerations.** Contact the U.S. Fish and Wildlife Service (Service) directly for technical assistance for wind projects. In addition, information on evaluating impacts from wind projects on Indiana bats can be found at <http://www.fws.gov/midwest/endangered/mammals/inba/WindEnergyGuidance.html>.

Background

The Indiana bat is federally- and New York State-listed as an endangered species with a range that extends from the Midwest to northeastern and southeastern parts of the United States. Additional information on Indiana bat occurrences can be found at <http://ecos.fws.gov> and <https://www.fws.gov/northeast/nyfo/es/NYSpecies.htm>.

The Indiana bat typically hibernates in caves/mines in the winter and roosts under bark or in tree crevices in the spring, summer, and fall. Suitable potential summer roosting habitat is characterized by trees (dead, dying, or alive) or snags with exfoliating bark, or containing cracks or crevices that could potentially be used by Indiana bats as a roost. The minimum size roost tree observed to date is 2.5 inches diameter breast height (d.b.h.) for males and 4.3 inches d.b.h. for females. However, maternity colonies generally use trees greater than or equal to 9 inches d.b.h. Overall, roost tree structure appears to be more important to Indiana bats than a particular tree species or habitat type. Females appear to be more habitat specific than males presumably because of the warmer temperature requirements associated with gestation and rearing of young. As a result, they are generally found at lower elevations than males may be found. Roosts are warmed by direct exposure to solar radiation, thus trees exposed to extended periods of direct sunlight are preferred over those in shaded areas. However, shaded roosts may be preferred in very hot conditions. As larger trees afford a greater thermal mass for heat retention, they appear to be preferred over smaller trees. Additional information on potentially suitable summer habitat can be found in the Draft Indiana Bat Recovery Plan (Service 2007) at <http://www.fws.gov/northeast/nyfo/es/IndianaBatapr07.pdf> and at <http://www.fws.gov/midwest/endangered/mammals/inba/inbasummersurveyguidance.html>

Streams associated with floodplain forests, and impounded water bodies (ponds, wetlands, reservoirs, etc.) where abundant supplies of flying insects are likely found, provide preferred foraging habitat for Indiana bats, some of which may fly up to 2-5 miles from upland roosts on a regular basis. Indiana bats also forage within the canopy of upland forests, over clearings with early successional vegetation (*e.g.*, old fields), along the borders of croplands, along wooded fencerows, and over farm ponds in pastures (Service 2007). While Indiana bats appear to forage in a wide variety of habitats, they seem to tend to stay fairly close to tree cover.

Threats include disease (white-nose syndrome), habitat loss or degradation, human disturbance, contaminants, and collision with wind turbines.

Indiana Bat Project Review Fact Sheet
New York Field Office

Evaluation of Presence or Probable Absence

To determine whether the proposed project site may be occupied by the Indiana bat, the Service recommends the following analytical approach¹:

Step 1. Is the proposed project within an area² identified by the Service as known or likely to contain Indiana bats?

- No: No further coordination regarding the Indiana bat is necessary at this time.
- Yes: Proceed to Step 2.

Step 2. Is there existing information regarding probable presence/absence of Indiana bats (*e.g.*, proximity to hibernacula, prior summer netting/acoustics)³?

- No: Proceed to Step 3.
- Yes: Document existing information and coordinate with the Service.

Step 3. Is there any suitable Indiana bat habitat⁴ present within the proposed action project area?

- No: No further coordination regarding the Indiana bat is necessary at this time.
- Yes: Determine whether the proposed project involves any effects to Indiana bats.

Determination of Effects

Determine for each project whether effects to Indiana bats or their habitat are expected. If there are impacts to habitat while bats are not present, assess the scale and scope of those impacts to determine whether bats returning in the spring may be affected.

For example, consider whether a project may result in temporary or permanent increases in noise, vibration, dust, chemical use, lighting, vehicle use, and general levels of human activity. Also, consider whether a project may result in temporary or permanent loss, degradation, and/or fragmentation of roosting, foraging, swarming, commuting, or wintering habitat.

Certain transportation projects have already been evaluated and processes developed in accordance with a Rangewide Consultation and Conservation Strategy:
<https://www.fws.gov/Midwest/Endangered/section7/fhwa/>

Surveys for Indiana Bats

Should suitable Indiana bat habitat be present and should the proposed project have the potential for impacting Indiana bats, coordinate with the Service to determine whether 1) assuming presence or 2) conducting surveys⁵ is the best approach. Due to the limited time frame when bat surveys can be completed and in order to avoid project delays, it is strongly recommended that the project sponsor (or involved Federal agency) contact the Service as early as possible during

¹ This reflects our current understanding but future studies may require a revision to this guidance.

² <https://ecos.fws.gov/ipac/>

³ <http://www.fws.gov/northeast/nyfo/es/NYSpecies.htm> and <http://www.dec.ny.gov/animals/38801.html>

⁴ <http://www.fws.gov/midwest/Endangered/mammals/inba/inbasummersurveyguidance.html>

⁵ <http://www.fws.gov/midwest/Endangered/mammals/inba/inbasummersurveyguidance.html>

Indiana Bat Project Review Fact Sheet
New York Field Office

project planning to determine if surveys or additional avoidance and/or minimization measures are appropriate. Should Indiana bat presence be detected, the Service should be contacted immediately for further assistance in determining whether your action may impact Indiana bats. If no bats are detected after protocol surveys, submit the results as soon as possible for our review in accordance with the timeframes agreed upon during the review of the survey scope of work.

Conservation Measures

Conservation measures are designed to minimize the likelihood of adverse impacts or result in beneficial effects to Indiana bats from projects. The following guidance represents general recommendations that may be incorporated into the proposed project design as appropriate.

Project Siting

- Avoid removing or damaging documented roosts or trees surrounding roosts.
- Avoid impacts to forest patches with documented roosts/foraging use (*e.g.*, forest within 0.25 mile of known roosts).
- Minimize impacts to all forest patches.
- Maintain forest patches and forested connections (*e.g.*, hedgerows, riparian corridors) between patches.
- Maintain natural vegetation between forest patches/connections and developed areas.
- Maintain at least 35%⁶ of forest habitat within maternity colony home range⁷.
- Restore and/or protect on- and off-site habitat.
- Avoid impacting potential roost trees to the greatest extent practicable
 - Retain standing live trees that have exfoliating (separated from cambium) bark.
 - Retain black locust, shellbark, shagbark, and bitternut hickories as possible, regardless of size or condition (live, dead, or dying).
 - Retain standing snags as much as possible regardless of species.

Project Construction

- When >10 miles from a P3 or P4 hibernaculum or >20 miles from a P1 or P2 hibernaculum⁸, but within the summer range of the Indiana bat, the clearing of potential roost trees, generally ≥ 4 inches should occur from October 1 through March 31⁹.
- When <10 miles from a P3 or P4 hibernaculum or <20 miles from a P1 or P2 hibernaculum, clearing should be conducted from October 31 to March 31.
- Use bright flagging/fencing to demarcate trees to be cleared.

⁶ Minimum % forest cover within Indiana bat maternity colony home range (NYSDEC unpublished data)

⁷ For explanation of how to delineate Indiana bat maternity colony home range, please see the Indiana Bat Section 7 and Section 10 Guidance for Wind Energy Projects document located at <http://www.fws.gov/midwest/Endangered/mammals/inba/index.html>

⁸ See Service 2007 for definitions of Priority 1-4 hibernacula. Contact the NYFO for information regarding the closest hibernaculum to your project

⁹ Site specific information may allow for deviations from the listed dates. Also, there may be cases (*e.g.*, very small number of trees) when we believe the likelihood of impacts is low regardless of when tree removal occurs.

Indiana Bat Project Review Fact Sheet
New York Field Office

Project Operations/Maintenance

- Minimize lighting impacts (*e.g.*, limit number of lights, direct lights downward, fully shield lights, use motion sensors or timers).
- Conduct activities in a manner that will minimize impacts to potential drinking water sources for bats.

As we better understand a given proposed project, including any proposed conservation measures for Indiana bats, we may have additional recommendations. Project sponsors should seek assistance from the Service to develop these measures.

Information to Provide to the Service

The project's environmental documents should identify project activities that might result in impacts to the Indiana bat or their habitat. Information on any potential impacts and the results of any recommended habitat analyses or surveys for the Indiana bat should be provided to the New York Field Office and will be used to evaluate potential impacts to the Indiana bat and/or their habitat, and to determine the need for further coordination or consultation pursuant to the ESA. We encourage the project sponsor to submit these materials as early in the planning process as possible to all appropriate parties (*e.g.*, involved Federal/State agencies, the New York State Department of Environmental Conservation, Service).

Specifically, the following information should be provided:

- whether a Federal agency is involved or not;
- a detailed project description;
- a map of the proposed project area with coarse vegetation cover types (*e.g.*, emergent wetland, open field) in acres;
- a summary table of current vs. proposed future acreage of each cover type;
- provide number or acreage of trees proposed for removal and timing of removal;
- an overlay of the project on the vegetation map;
- a description of the forested area onsite, including the type of forest (*e.g.*, oak-hickory), approximate stand age, and presence of dead or live trees with split branches or trunks or exfoliating bark;
- photographs representative of all cover types on the site and encompassing views of the entire site;
- a topographic map with the project area identified; and
- a summary of proposed conservation measures.

References:

U.S. Fish and Wildlife Service. 2007. Indiana Bat (*Myotis sodalis*) Draft Recovery Plan: First Revision. U.S. Fish and Wildlife Service, Fort Snelling, MN. 258 pp.



STATE OF NEW YORK
EXECUTIVE CHAMBER
ALBANY 12224

RECEIVED
MAR 16 2020
TOWN OF NEWARK
Town Clerk

EXECUTIVE CHAMBER

TO: All Local Government Leaders
FROM: Melissa DeRosa, Secretary to the Governor
DATE: March 16, 2020
SUBJECT: Non-Essential Employee Guidance in Response to COVID-19 Emergency

The rapid increase in suspected and confirmed cases of COVID-19 is an unprecedented public health emergency facing all New Yorkers. As leaders in state and local government, our first and foremost responsibility is to ensure the health and safety of the public. This essential duty requires our decisive action now to slow the spread of this virus.

On behalf of Governor Andrew M. Cuomo and all New Yorkers, I call upon you – as executives, managers, administrators, mayors, supervisors, and leaders – to join the State of New York and limit your local government workforce to only its essential employees for the next two weeks. Specifically, all non-essential employees of local government agencies and authorities should not report to work, reducing your workforce by, at least, fifty percent (50%), until March 31, 2020.

You and your local agency officials should consider essential employees as any person whose job function is essential to the effective operation of their agency or authority, or who must be physically present to perform their job, or who is involved in the emergency response to COVID-19. Non-essential employees should be considered any person who does not need to be physically present to perform their job functions, or they are not currently required to meet the core functions of their agency or authority during this emergency response.

Throughout state government, non-essential employees will not be charged accruals during this time. Non-essential state employees are being directed to work from home, to the extent practicable. While they are home, these employees may be assigned work outside of their normal duties. State agencies may change an employee's designation as either essential or non-essential at any time. Finally, state agencies will continue to recruit volunteers or mandate staff to support the critical COVID-19 response efforts across the state.

The people we serve demand action. Let leadership be our legacy. Thank you.

Warwick Town Clerk

From: Winter, Neil L. Jr. <WINTERN@oru.com>
Sent: Wednesday, March 18, 2020 11:54 AM
To: Winter, Neil L. Jr.
Subject: O&R, Rockland Electric to Close Customer Walk-In Business Centers

RECEIVED

MAR 18 2020

Town of Warwick
Town Clerk

PEARL RIVER, NY March 18, 2020 --- For the safety of their customers and employees, Orange & Rockland and Rockland Electric Company are temporarily shutting down all their walk-in community business offices effective Thursday, March 19.

Customer still can do business with O&R and Rockland Electric Company online via oru.com/my account or by downloading the free O&R mobile app.

Also, during this period:

- Residential customers can make a free payment by check and credit card online.
- Commercial customers can pay by check for free or by credit card for a small fee
- The companies are waiving new late-payment charges for all customers.
- Orange & Rockland and Rockland Electric Company will not shut off service due to customer payment difficulties resulting from the health crisis.
- Visit oru.com for more self-service options.
- Call O&R Customer Service at 1-877-434-4100, weekdays 8 a.m. to 7 p.m.

Orange and Rockland Utilities, Inc. (O&R) is a wholly owned subsidiary of Consolidated Edison, Inc., one of the nation's largest investor-owned energy companies. O&R is a regulated utility that provides electric service to approximately 300,000 customers in southeastern New York State (where its franchise name is Orange & Rockland) and northern New Jersey (where it's Rockland Electric Company), and natural gas service to approximately 130,000 customers in New York.

Warwick Town Clerk

From: Donna Kaminski <donnamarieh@hotmail.com>
Sent: Tuesday, March 17, 2020 1:22 PM
To: Warwick Town Clerk
Subject: Community2gether check in...

RECEIVED
MAR 18 2020
Town of Warwick
Town Clerk

Hi Eileen,

C2g org and it's groups under the umbrella (Sustainable Warwick and Repair Cafe) will all not be holding meetings at the Senior Center until the current COVID-19 situation proves safe and the go-ahead to have groups meet is clearly okay on all fronts. I just wanted to touch base about that. The next meetings are scheduled on 4/15 and 16 for C2g and SW, but we expect we will not be using the Senior Center for those dates as well. I will keep in touch. Perhaps we will be back on track for May. We shall see.

In the meantime, stay well and safe,

Best,
Donna Kaminski
Community2gether

Prepared By:
Town Of Warwick
132 Kings Highway
Warwick, NY 10990

Permit #: SP-9
Date of Event: 8/1/2020
Hours of Event:
From: 5am
To: 9pm

X

Special Event Permit

Chapter 115. Public Assemblies and Entertainment
Article II. Conditions Pertaining to Temporary Outdoor Public Gatherings. § 115-10 Permit fee.
The applicant shall pay to the Town at the time the application is submitted a fee of \$25 per day for each day of operation.

To: Town Board
Town of Warwick
Warwick, NY 10990

Application is hereby made for a Special Event Permit for access to road(s) in the Town of Warwick.

A. Applicant:

WICKHAM WORKS INC.

Telephone #: 917 922 0943

Evening #: _____

Emergency #: _____

B. Address: 3 FORESTER AVE, UNIT 8, WARWICK, NY 10990

C. Name of Road(s) (Attach map of Route):

WICKHAM LAKE PARK

D. Nature and Purpose of Permit:

BATTLE CANDLE

MUSIC + ART FESTIVAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Council Services Plus 272 Broadway Albany NY 12204-	CONTACT NAME: Peter Andrew	
	PHONE (A/C, No., Ext): (518)434-9194 FAX (A/C, No.): (877)640-3410 E-MAIL ADDRESS: pandrew@councilservicesplus.com	
INSURED Wickham Works, Inc. 3 Forester Ave #8 Warwick NY 10990-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Alliance of Nonprofits for Insurance	10023
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		2020-50784	02/24/2020	02/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Warwick would be covered as an additional insured per endorsement CG 20 10 04 13 , to the extent provided therein

CERTIFICATE HOLDER Town of Warwick 132 Kings Highway Warwick NY 10990-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	AI 001667
---	---	-----------

X

Warwick Town Clerk

From: Warwick Dial A Bus <dialabus@warwick.net>
Sent: Wednesday, March 18, 2020 2:55 PM
To: Warwick Town Clerk
Cc: Michael Sweeton
Subject: FW: Warwick and Walkill 2020-2025 Operator Agreements
Attachments: Town of Warwick Operator Agreement.pdf; Federal Required Contract Clauses.pdf; State Required Contract Clauses.pdf; Title VI Supplemental Provisions.pdf

Eileen,

Attached is the operator agreement for 2020- 2025 (extended term). We need resolution authorizing Supervisor to sign and then signed and returned to the County with resolution.

Jen

Jennifer L. Crover
Supervisor of Transportation
Town of Warwick Dial-A-Bus
Cell- 845-774-6313
Office 845-986-4174
dialabus@warwick.net

RECEIVED
MAR 18 2020
Town of Warwick
Town Clerk

From: Scali, Carrie <CScali@orangecountygov.com>
Sent: Wednesday, March 18, 2020 2:33 PM
To: Warwick Dial A Bus <dialabus@warwick.net>
Cc: Parrington, Rob <RParrington@orangecountygov.com>; Boulanger, Martha <MBoulanger@orangecountygov.com>; Kaur, Amritpal <AKaur@orangecountygov.com>; Russell, Ellen <erussell@orangecountygov.com>
Subject: Warwick and Walkill 2020-2025 Operator Agreements

Hello:

Please see the attached documents for your review and signature upon your acceptance.

If you shall have any questions or concerns, I may be reached either by email or the phone number below.

Thank you for your time,

Carrie

Carrie Scali
Planning Assistant
Orange County Planning Department
124 Main Street
Goshen, NY 10924

Phone: (845) 615-3866

Fax: (845) 291-2533



**2020
Census**

The U.S. Constitution requires that everyone living in the United States is counted every 10 years - *we all count.*

<https://2020census.gov/en/who-to-count.html>

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BUS OPERATOR SERVICE CONTRACT

THIS BUS OPERATOR SERVICE CONTRACT, effective as of April 1, 2020 is made by and between the **COUNTY OF ORANGE**, a municipal corporation with its principal offices located at the Orange County Government Center, 255-275 Main Street, Goshen, New York 10924 ("County"), and the **TOWN OF WARWICK**, a municipal corporation, with its principal offices located at 132 Kings Highway, Warwick, New York 10990 ("Carrier"). The County and the Carrier are each individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the County is desirous of assuring public transportation services at adequate levels and at reasonable cost in Orange County, New York; and

WHEREAS, to that end, pursuant to the authority granted by Section 119-r of the State of New York ("State") General Municipal Law, the County adopted Local Law No. 14 of 1974 authorizing the making of contracts for public transportation services to be rendered to the public by private or municipal owned or operated transportation service operators; and

WHEREAS, the Carrier needs financial assistance to maintain operation of public transportation services in Orange County, New York at reasonable fares; and

WHEREAS, the County has applied for and received, and subject to State budget appropriations adopted and modified from time to time by the State Legislature, intends to continue to apply for and expects to continue to receive from the Commissioner ("Commissioner") of the State Department of Transportation ("NYSDOT") quarterly statewide transportation operating assistance payments ("STOA Payments") pursuant Section 18-b of the State Transportation Law ("State STOA Funding"); and

WHEREAS, the County has applied for and received, and intends to continue to apply for and expects to continue to receive, Federal financial assistance for operating costs of equipment and facilities for use in public transportation in its urbanized areas with a population of greater than 200,000 individuals through a formula grant program administered by the Federal Transit Administration of the United States Department of Transportation ("FTA") an operating administration within the United States Department of Transportation in accordance with Section 5307 of Chapter 53 of Title 49 United States Code ("5307 Federal Funding"); and

WHEREAS, the County has applied for and received, and intends to continue to apply for and expects to continue to receive, Federal financial assistance for public transportation services in rural areas through a Federal formula grant program administered by the State in accordance with Section 5311 of Chapter 53 of Title 49 of the United State Code, ("5311 Federal Funding") and together with the 5307 Federal Funding and the State STOA Funding, collectively referred to as the "Transit Funding"; and

WHEREAS, the County and the Carrier are committed to making efforts to improve existing public transportation services in Orange County, New York and to reduce fares to certain targeted groups; and

WHEREAS, the Carrier has indicated a willingness to make such efforts if the Carrier receives Transit Funding; and

WHEREAS, the Carrier will use its eligible portion of the Transit Funding obtained by the County through one or more of the Transit Funding programs to support public transportation services.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the County and the Carrier agree as follows:

1. **RECITALS INCORPORATED**. The Recitals set forth above are true and correct and are incorporated into this Agreement as if set forth at length in this Section 1.
2. **PURPOSE OF AGREEMENT**. The purpose of this Agreement is to provide for the provision of certain public transportation services by the Carrier which may be supported in part by the payment of certain Transit Funding from the County to the Carrier for certain reimbursable operating expenses of the Carrier associated with the rendition of such services as provided for in this Agreement, and also to provide for other pass-through Transit Funding to the Carrier as may be provided in one or more Federal or State grant application(s) or project application(s) which may be approved from time to time during the term of this Agreement.
3. **EXECUTORY CLAUSE**. The County shall have no liability under this Agreement to the Carrier or anyone else beyond funds appropriated and available for this Agreement.
4. **DEFINITIONS**. As used in this Agreement:
 - a. **“Non-Deadhead Miles”** means:
 - i. **Fixed Route Service**. For Fixed Route Service (as such term is defined in Section 7 of this Agreement), Non-Deadhead Miles means mileage other than:
 1. Mileage between the Carrier’s bus garage/storage facility and the beginning of the route where passengers may board;
 2. Mileage from the end of one route to the beginning of another route; and
 3. Mileage from the end of a route to the Carrier’s garage or storage facility (Title 17 New York Codes, Rules and Regulations (“N.Y.C.R.R.”) Section 975.4(u)(1)).

ii. **Demand Responsive Service.** For Demand Responsive Service (as such term is defined in Section 7 of this Agreement), Non-Deadhead Miles means mileage other than:

1. Mileage from the Carrier's dispatching location to the location where the first passenger is picked up;
2. Mileage without passengers back to the Carrier's dispatching location;
3. Mileage with or without passengers, when the bus is available to carry passengers between starting and ending locations as described in Sections 4(a)(ii)(1) and (2) of this Agreement; and
4. Mileage between the Carrier's bus garage/storage location and the dispatching location if either of these two (2) locations are different (17 N.Y.C.R.R. 975.4(u)(2)).

b. **"Project(s)"** means the provision of certain public transportation services provided by the Carrier which may be supported from time to time by Transit Funding provided under this Agreement by the County to the extent that such Transit Funding is made available by the FTA and/or the State. The specific services to be supported with such Transit Funding will be identified in statements to the Carrier that will include the amount(s) to be paid and a description of the transportation services being supported.

c. **"Revenue Passenger(s)"** means a person who is transported between an origin and destination, both of which are within the State, by transportation services for whom a per-passenger fare is collected by the public transportation system (17 N.Y.C.R.R. 975.2(d)).

d. **"Revenue Mile(s)"** means the sum of (a) the number of Non-Deadhead Miles traveled within the borders of Orange County, New York on Fixed Route Service (as such term is defined in Section 7 of this Agreement) provided that there are scheduled stops within Orange County, New York and/or the number of Non-Deadhead Miles traveled within the borders of Orange County, New York on Demand Responsive Service (as such term is defined in Section 7 of this Agreement); and (b) the number of Non-Deadhead Miles traveled on Fixed Route Service (as such term is defined in Section 7 of this Agreement) which runs between Orange County, New York and another State destination provided that such miles are not in counties in the State STOA Funding program; that no other operating subsidy monies are available for such runs; and that the passengers for such runs are, in the opinion of the County, primarily Orange County, New York oriented.

5. **DOCUMENTS COMPRISING THIS AGREEMENT.**

a. **Attached Documents.** This Agreement consists of this document and the following documents each of which are attached to and made a part of this Agreement:

- i. **Appendix A** – Federal Required Clauses

- ii. Appendix B – State Standard Clauses
 - iii. Appendix C – Supplemental Title VI Provisions (Civil Rights Act)
- b. **Incorporated Documents.** This Agreement also consists of the following documents, each of which are incorporated into, and made a part of this Agreement, by reference:
- i. **5307 Federal Funding.** To the extent the Carrier receives 5307 Federal Funding from the County, the project application(s) and grant agreement(s) between the County and the FTA relating to the 5307 Federal Funding (collectively, the “5307 Federal Grant Funding Agreements”);
 - ii. **5311 Federal Funding.** To the extent the Carrier receives 5311 Federal Funding from the County, the project application(s) and grant agreement(s) between the County and the State (as the administrator of 5311 Federal Funding on behalf of the FTA) relating to the 5311 Funding (collectively the “5311 Federal Grant Funding Agreements” and together with the 5307 Federal Grant Funding Agreements, collectively, the “Federal Grant Funding Agreements”); and
 - iii. **State STOA Funding.** To the extent the Carrier receives State STOA Funding from the County, the application(s) between County and NYSDOT relating to the STOA Payments (“State Grant Funding Agreements”).
- c. **Conflicts.** In the event of any conflict or inconsistency between the terms and conditions of the main body of this Agreement and any document listed in Sections 5(a) and 5(b) of this Agreement, the conflict will be resolved by giving precedence to the following documents in the following order with the earlier listed controlling over the latter:
- i. **Federal Required Clauses.** To the extent the Carrier receives 5307 Federal Funding or 5311 Federal Funding from the County, the Federal Required Clauses unless any requirement, term, provision, or condition of the Federal Required Clauses is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;
 - ii. **State Required Clauses.** To the extent the Carrier receives State STOA Funding from the County, the State Standard Clauses unless any requirement, term, provision, or condition of the State Required Clauses is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;
 - iii. **Supplemental Title VI Provisions.** To the extent the Carrier receives 5307 Federal Funding or 5311 Federal Funding from the County, the Supplemental Title VI Provisions unless any requirement, term, provision, or condition of the

Supplemental Title VI Provisions is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;

- iv. **Federal Grant Funding Agreements.** To the extent the Carrier receives 5307 Federal Funding or 5311 Federal Funding from the County, the Federal Grant Funding Agreements; and
- v. **State Grant Funding Agreements.** To the extent the Carrier receives State STOA Funding from the County, the State Grant Funding Agreements.

d. **Compliance.** The Carrier agrees to comply with:

- i. **Attached and Incorporated Documents.** All applicable terms and conditions contained in the documents listed in Sections 5(a) and 4(b) above; and
- ii. **Applicable Laws.** All applicable laws, ordinances, rules, regulations, conditions, requirements, guidance, project supporting information and assurances, including without limitation:
 - 1. **Federal.** To the extent the Carrier receives 5307 Federal Funding or 5311 Federal Funding from the County, all applicable terms and conditions contained in Title 49 U.S.C, Chapter 53 and the regulations promulgated thereunder codified at 49 Code of Federal Regulations ("C.F.R.") Part 601 et. seq. and project supporting information relating to 49 U.S.C 5307 and/or 49 U.S.C. 5311; and
 - 2. **State.**
 - (a) **State Transportation Law.** To the extent the Carrier receives State STOA Funding from the County, Section 18-b and 14-g of the State Transportation Law and the regulations promulgated thereunder and codified at 17 N.Y.C.R.R. 975; and
 - (b) **State Vehicle and Traffic Law.** Article 19-A of the State Vehicle and Traffic Law and the regulations promulgated thereunder and codified at Title 15 N.Y.C.R.R
 - 3. **Definition of Applicable Laws.** Collectively, each of the foregoing set forth in this Section 5(d) as may be amended from time to time during the term of this Agreement are collectively referred to as the "Applicable Laws").

6. **OPERATING AUTHORITY.** By execution of this Agreement, the Carrier represents and warrants, that:

- a. **Private Operators.** To the extent that the Carrier is a private operator (not a municipality located in Orange County, New York), the Carrier has been granted authority, and will maintain such authority during the term of this Agreement to operate Bus Service (as such term is defined in Section 7 of this Agreement) in Orange County, New York by the NYSDOT or to the extent that the Carrier operates outside of Orange County, New York or outside the State, the Commissioner has made a determination that such service outside the State is for the benefit of State passengers and eligible for State STOA Funding; and
- b. **Municipal Operators.** To the extent that the Carrier is a municipality, the Carrier operates its Bus Service (as such term is defined in Section 7 of this Agreement) within its municipal limits, and, if applicable, in accordance with the service area restrictions set forth in Section (7)(g)(ii) of this Agreement.

7. **CARRIER'S PROVISION OF BUS SERVICE.** The Carrier shall provide the regularly scheduled, fixed route ("Fixed Route Service") and/or demand responsive ("Demand Responsive Service") bus service that the Carrier is authorized to provide as described in Section 6 of this Agreement. The term "Bus Service" as used in this Agreement may refer to Fixed Route Service and/or Demand Responsive Service to the extent that Carrier is authorized to operate one or both such Bus Service. Carrier shall operate its Bus Service in such a manner that said service is open and marketed to the general public, at an appropriate fare, on buses capable of carrying fifteen (15) or more passengers unless the Commissioner grants an exception for the use of buses with smaller capacities and in full compliance with the terms and conditions of this Agreement, including the following Bus Service requirements:

- a. **Open to the General Public.** The Carrier's Bus Service must be open to the general public on a regular and continuing basis at all times the service operates. The Carrier shall operate the Carrier's Bus Service in a manner that does not discriminate on the basis of race, color, creed, national origin, sex, age, or disabilities, and so that Carrier complies with all applicable Federal, State, and local Civil Rights and Human Rights laws, as each may be amended from time to time during the term of this Agreement.
- b. **Article 19-A of the State Vehicle and Traffic Law.** The Carrier, by the signature of its authorized representative on this Agreement, certifies that each driver operating Bus Service applicable to Orange County, New York has a Commercial Driver's License (CDL) that is valid for the type of bus he or she is operating and that all drivers are certified in accordance with Article 19-A of the State Vehicle and Traffic Law, as may be amended from time to time during the term of this Agreement.
- c. **Service Level and Fares.** The Carrier shall make every effort to continue to maintain its existing level of Bus Service subject to seasonal adjustments, at its existing fare rate, including such changes as may be authorized by the appropriate regulatory agencies. The Carrier will cooperate with the County to improve its existing Bus Service without applying for an increase in its fare and in an effort to add additional routes and services at reasonable fares.

- d. **Half-Fare Requirement – Seniors and Paratransit.** The Carrier shall provide Bus Service at no more than one-half the regular one-way fare (including transfers) to passengers with either an origin or destination in Orange County, New York or one of the following adjacent counties in the State: Dutchess, Rockland, Sullivan, or Ulster, and who possess either a valid government issued identification card indicating the passenger as a person aged 65 years or older, a *Medicare Health Insurance Card* issued by the United States Social Security Administration, or an *American with Disabilities Act (ADA) Paratransit Eligibility Card* issued by the County's Department of Planning.
- e. **Inspections.** The Carrier shall provide two (2) passes per contract year (April 1st through March 31st annually) should the County elect to make periodic inspection trips and/or service data collection inspections over the Carrier's Bus Service routes from time to time during the term of this Agreement. If the County determines that additional inspections are necessary, the Carrier shall provide such number of additional passes as may be requested by the County's Planning Department for the sole purpose of additional service inspections and/or service data collection inspections.
- f. **Fixed Route Service Requirements.** If the Carrier operates Fixed Route Service, the Carrier shall ensure that:
- i. **Destination Signs.** Each bus used for Fixed Route Service is equipped with a destination sign that accurately displays the destination of such bus at all times while such bus is in operation.
 - ii. **Major Stop Announcements.** The driver of each bus used for Fixed Route Service must make stop announcements at transfer points, major intersections, and destination points. Alternatively, the Carrier may use automatic enunciators for such announcements. Drivers must announce the stop location and identify the route to boarding passengers at a multi-stop location.
 - iii. **Disclosure of Fixed Route Service to Other Carriers.** The Carrier shall notify, in writing, the principal clerk of every other carrier that provides Fixed Route Service through which the Carrier's Fixed Route Service passes and on which the Carrier permits passengers to board and/or disembark the Carrier's buses of the following: (1) the schedule of operation; (2) the schedule of fares; and (3) the location and the schedule of all stops. The Carrier shall always keep the foregoing information current and update the principal clerk of every other carrier of such information during the term of this Agreement.
 - iv. **Schedules.** The Carrier shall maintain up-to-date printed schedules for all Fixed Route Service serving Orange County, New York and shall make copies of them readily available to passengers and the general public. Upon execution of this Agreement by Carrier, the Carrier shall deliver by email or regular mail addressed to the County's Transit Coordinator a digital copy of the Carrier's schedule for publication on the County's transit website. Thereafter, whenever such schedule is

amended or modified, Carrier shall deliver by email or regular mail addressed to the County's Transit Coordinator an updated digital copy of the Carrier's schedule.

- g. **Demand Responsive Service Requirements.** Unless otherwise approved by the County in writing specifically referencing this Section 7(g) of this Agreement, if the Carrier provides Demand Responsive Service, Carrier shall adhere to the following:
- i. **Advertisement of Service.** Service must be advertised at least once a month in the official newspaper(s) of the municipalities in which the service operates and any other papers specified by the County's Department of Planning. The Carrier shall provide the County with copies of all advertisements, including dates upon which such advertisements appeared and the name(s) of the newspaper(s) in which such advertisements appeared.
 - ii. **Service Area Restrictions.** Service areas for Demand Responsive Service is limited as follows:
 - 1. **Town Multi-Municipal Demand Responsive Service Pursuant to Intermunicipal Agreement.** If the Carrier is a town in Orange County, New York, and that town does not border a city, the Carrier may conduct Demand Responsive Service within its town boundaries and the boundaries of such other town or village municipality or municipalities within Orange County, New York if the Carrier town and the other municipality or municipalities entered into a written intermunicipal agreement and such written intermunicipal agreement, as amended from time to time, is delivered to the County's Department of Planning in the manner provided for in Section 18(a) of this Agreement; or
 - 2. **Town Through an Orange County City.** If the Carrier is a town within Orange County, New York and such town borders one of the three (3) cities within Orange County, New York, the Carrier may provide service into and out of the bordering city for town originating passengers only; and the Carrier may traverse the bordering city where the most expeditious route between two (2) points within such town is through the bordering city; or
 - 3. **Limits on Village and City Service Areas.** If the Carrier is a village or city in Orange County, New York, the Carrier's service area for Demand Responsive Service is limited to an area that is no more than three (3) miles outside of the Carrier's village or city municipal bounds.
 - 4. **No Duplication of Service.** The Demand Responsive Service provided by the Carrier may not duplicate existing Bus Service as determined by the County's Commissioner of Planning.
 - iii. **Brochures.** The Carrier shall maintain up-to-date printed brochures advertising the Carrier's Demand Responsive Service hours of operation, service area, fares,

and the contact phone number to arrange for Bus Service. Such brochures shall be readily available to passengers and the general public. Upon execution of this Agreement by Carrier, the Carrier shall deliver by email or regular mail addressed to the County's Transit Coordinator a digital copy of the Carrier's brochure for publication on the County's transit website. Thereafter, whenever such brochure is amended or modified, Carrier shall deliver by email or regular mail addressed to the County's Transit Coordinator an updated digital copy of the Carrier's brochure.

8. **CARRIER'S 24x7x365 CONTACT INFORMATION.** On the date of the Carrier's execution of this Agreement and each April 1st thereafter during the term of this Agreement, the Carrier shall deliver to the County's Transit Coordinator in the manner provided for in Section 18(a) of this Agreement, contact information of a representative employed by the Carrier who is available to the County on a twenty-four (24) hours, seven (7) days a week, three hundred and sixty-five (365) days a year basis during the term of this Agreement. The Carrier shall always keep this information up-to-date and current during the term of this Agreement by notifying the County's Transit Coordinator of any changes in the contact information in the manner provided for in Section 18(a) of this Agreement.

9. **REPORTING.**

a. **Quarterly Revenue Passengers and Revenue Miles Reports.** As a condition of receipt of the State SOTA Funding, the Carrier shall deliver the following reports electronically to the County via email, fax, and/or the County's web-based transit tracking software as directed by the County:

i. **Quarterly Certifications.** The Carrier shall report and certify to the County each calendar quarter during the term of this Agreement the following information on the NYSDOT Form OPT-5B, or its successor form, at the intervals set forth in Section 9(a)(ii) of this Agreement (each a "Quarterly Operating Certification"):

1. **Revenue Passengers.** The total number of Revenue Passengers (as such term is defined in Section 4(c) of this Agreement) carried by the Carrier applicable to Orange County, New York passengers during a calendar quarter during the term of this Agreement; and

2. **Revenue Miles.** The total number of Revenue Miles (as such term is defined in Section 4(d) of this Agreement) the Carrier's buses traveled applicable to Orange County, New York passengers during a calendar quarter during the term of this Agreement.

ii. **Quarterly Certification Due Dates.** The Carrier shall deliver each Quarterly Operating Certification to the County by no later than the tenth (10th) calendar day following the end of each calendar quarter during the term of this Agreement as follows:

Calendar Quarter	Report Due
April 1 st - June 30 th	July 10 th
July 1 st - September 30 th	October 10 th
October 1 st - December 31 st	January 10 th
January 1 st - March 31 st	April 10 th

- iii. No Credit for Understated Quarterly Operating Certifications. If the Carrier understates Revenue Passengers and/or Revenue Miles in any calendar quarter on its Quarterly Operating Certification, the County in its sole and absolute discretion may or may not compensate the Carrier for any understated Revenue Passengers and/or Revenue Miles which are later confirmed by a subsequent investigative examination or audit.
 - iv. Return of Transit Funding for Overstated Quarterly Operating Certifications. If the Carrier overstates its Revenue Passengers and/or Revenue Miles on its Quarterly Operating Certification in a calendar quarter and such overstatement is later confirmed by a subsequent investigative examination or audit and such overstatement results in an overpayment, the amount of the overpayment plus interest per 17 N.Y.C.R.R. 975.16 must be repaid to the County within thirty (30) calendar days of the examination or audit.
- b. **Quarterly Financial and Operating Reports.** To the extent applicable, the Carrier shall deliver the following reports electronically to the County via email, fax, and/or the County's web-based transit tracking software as directed by the County:
- i. All Transit Funding. As a condition of receipt of the Transit Funding, within thirty (30) calendar days of the end of each calendar quarter, the Carrier shall deliver to the County a quarterly income statement and statistical summary of operations with respect to the operations covered by this Agreement.
 - ii. State SOTA Funding. As a condition of receipt of the State SOTA Funding, within thirty (30) calendar days of the end of each calendar quarter, the Carrier shall deliver to the County quarterly financial records and operating statements of all affiliated entities from whom the Carrier rents equipment or space, as prescribed in 17 N.Y.C.R.R. 975.6, unless such requirement is waived by the Commissioner. To the extent that the Carrier is a private operator, the Carrier shall be limited to an allowance for profit of no more than 6.38% of the total Revenue Passengers unless the Carrier shall demonstrate that Carrier has improved service for the benefit of the residents of Orange County, New York during the term of this Agreement.
- c. **Annual Report and Audit.** As a condition of receipt of the Transit Funding, the Carrier shall complete and furnish to the County such operating, service, and financial data as

requested by the County in order to fulfill the County's annual reporting and other certification reporting requirements of the State and FTA relating to the Transit Funding disbursed under this Agreement, including the federal single audit requirements as set forth in 2 C.F.R. 200.500 et. seq. If the Carrier has an independent annual audit prepared and if such independent annual audit reviews the Carrier's Transit Funding, a copy of the Carrier's audit report shall be provided by the Carrier to the County.

- d. **County Right to Withhold Transit Funding For Untimely Reports.** Receipt of the reports and certifications required pursuant to this Section 9 of this Agreement is a condition of payment of the Transit Funding from the County to the Carrier. The County in its sole and absolute discretion may withhold all or part of the Transit Funding if any of the reports and/or certifications required by this Section 9 of this Agreement are not timely submitted to the County by the Carrier.

10. UNIFORM SYSTEM OF ACCOUNTS.

- a. **Separate Project Accounts.** The Carrier shall establish and maintain, in accordance with requirements established by Applicable Laws and the County, separate account(s) for each source of Transit Funding (5307 Federal Funding, 5311 Federal Funding, and/or State STOA Funding) covered by this Agreement, either independently or within its existing accounting system, each to be known as a "Project Account." The Carrier shall maintain all of its accounting records for the Carrier's Bus Service in compliance with the accounting standards prescribed by the FTA and/or the Commissioner as applicable.
- b. **Documentary Evidence of Charges.** All costs charged to a Project Account must be supported by properly executed, true copies of payrolls, time records, invoices, contracts, receipts, vouchers, and/or other acceptable documentary evidence of the nature and propriety of the charges.
- c. **Vouchers.** Any check or order drawn by the Carrier with respect to any item which is or will be chargeable against a Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Carrier stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, and/or other accounting documents pertaining, in whole or in part, to the Transit Funding must be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

11. **RECORDS AND DOCUMENTATION.** The Carrier shall retain all data, reports, records, logs, trip tickets, and other materials and information relating to activities covered by this Agreement for a period of six (6) years following the date upon which final payment is made to the Carrier under this Agreement, and shall make the same available to the Commissioner, the State Comptroller, the United States Secretary of Transportation, the Comptroller General of the United States, and the County or their respective authorized representatives, for audit, inspection, and copying, upon request.

12. PAYMENTS TO CARRIER. The County agrees to pay the Carrier for the Carrier's reimbursable operating expenses incurred in providing the Bus Service pursuant to this Agreement, subject to any limitations applicable to such payments contained in this Agreement or the Applicable Laws as follows:

a. 5307 Federal Funding Payments. If 5307 Federal Funding payments are approved for payment to the Carrier, the County will deliver a statement to the Carrier, either electronically via email or fax or by via regular mail, specifying the amount(s) to be paid to Carrier for Carrier's reimbursable operating or other eligible expenses incurred in carrying out a Project, subject to any limitations applicable to such payments contained in this Agreement or Applicable Laws together with any program requirements that are a condition of approval by the FTA related to the 5307 Federal Funding (each, a "5307 Statement"). If such a 5307 Statement is delivered to the Carrier by the County, subject to the terms and conditions of this Agreement, the County agrees to pay to the Carrier the Carrier's share specified in the 5307 Statement. This Agreement is not a guarantee of 5307 Federal Funding. 5307 Federal Funding will be provided only if and when the FTA has approved one (1) or more 5307 Federal Grant Funding Agreements between the FTA and the County.

b. 5311 Federal Funding Payments. If 5311 Federal Funding payments are approved for payment to the Carrier, the County will provide a statement to the Carrier, either electronically via email or fax or by via regular mail, specifying the amount(s) to be paid to Carrier for Carrier's reimbursable operating or other eligible expenses incurred in carrying out a Project, subject to any limitations applicable to such payments contained in this Agreement or Applicable Laws, and/or any program requirements that are a condition of approval by the FTA as the grantor, the NYSDOT as the recipient, or the County as the subrecipient related to the 5311 Federal Funding (each, a "5311 Statement"). If such a 5311 Statement is delivered to the Carrier by the County, subject to the terms and conditions of this Agreement, the County agrees to pay to the Carrier the Carrier's share specified in the 5311 Statement. This Agreement is not a guarantee of 5311 Federal Funding. 5311 Federal Funding will be provided only if and when the State has approved one (1) or more 5311 Federal Grant Funding Agreements between the County and the State for such Federal funding assistance from the FTA.

c. State STOA Funding Payments.

i. Determination of Carrier's Allocation of State STOA Funding and Local Match. The County will make applications to the NYSDOT on the NYSDOT's Form OPT-5B, or its successor form, approximately quarterly certifying the total Revenue Passengers carried and Revenue Miles provided in revenue service of all carriers providing Bus Service in Orange County, New York, including Carrier's Bus Service. The County's application is prepared by using the Carrier's Quarterly Operating Certification delivered to the County pursuant to Section 9 of this Agreement together with all the other carrier's similar certifications. After processing the County's quarterly application, NYSDOT delivers to the County a letter with calculations detailing: (1) the total quarterly STOA Payment payable to the County for the

calendar quarter; (2) each carrier's allocated share of that quarterly STOA Payment (each, a "STOA Allocation"); and (3) each carrier's local match for that calendar quarter ("STOA Local Match"). Approximately quarterly, the County will submit a voucher to the Carrier in the amount of the Carrier's STOA Allocation for the prior calendar quarter and notify the Carrier of the Carrier's STOA Local Match for the prior calendar quarter (each, a "Quarterly STOA Statement").

- ii. **Payment by Carrier of Carrier's STOA Local Match and Payment by County of Carrier's STOA Allocation.** Within thirty (30) calendar days of receipt of the Quarterly STOA Statement, the Carrier shall pay to the County the Carrier's STOA Local Match. Following receipt of the STOA Local Match, the County will pay to the Carrier the Carrier's STOA Allocation after deducting reasonable auditing and other customary STOA expenses.

13. INDEMNIFICATION. To the fullest extent permitted by law, the Carrier agrees to protect, defend, indemnify, and hold the County and its officials and employees free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character imposed upon, or incurred by, or asserted against County, directly or indirectly, resulting from, arising out of, or relating to the Carrier's provision of Bus Service and/or Carrier's performance, or the Carrier's employees, subcontractors, or agents' performance of this Agreement, including, but not limited to, the amount of judgments, penalties, interest, court costs, and legal fees. The Carrier agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such loss, claim, lien, demand, or cause of action is groundless, false, or fraudulent. The obligations of Carrier under this Section 13 of this Agreement shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration in this Agreement of required insurance coverage set forth in Section 14 of this Agreement or Applicable Laws.

14. INSURANCE.

- a. **Intrastate Bus Service.** To the extent that Carrier's Bus Service operates intrastate, the Carrier shall:

- i. **Required Coverages and Minimum Limits.** The Carrier, agrees to procure and maintain during the term of this Agreement at its own expense, insurance of the kinds and in the amounts required in this Section 14(a) of this Agreement, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the NYSDOT, covering all operations under this Agreement, whether performed by the Carrier or its subcontractors, agents, or employees. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of this Agreement and the type of Bus Service and equipment operated by the Carrier. Except for workers' compensation and disability insurance, the Carrier shall name the County as additional insureds on all such policies with the understanding that any obligations imposed upon the

insured (including, without limitation, the liability to pay premiums) are the sole obligation of the Carrier. Notwithstanding anything to the contrary in this Agreement, the Carrier irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance policies described in this Section 14(a) of this Agreement. The provision of insurance by the Carrier will not in any way limit the Carrier's liability under this Agreement. Before operating the Bus Service intrastate and continuously during the term of this Agreement, the Carrier shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that Carrier is in compliance with this Section 14(a) of this Agreement. The kinds and amounts of insurance are as follows:

- ii. **Workers' Compensation Insurance.** The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of workers' compensation insurance covering the obligations of the Carrier at the State statutory limit.
- iii. **Disability Insurance.** The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of disability insurance covering the obligations of the Carrier at the State statutory limit.
- iv. **Bodily Injury, Automobile, and Property Damage.** The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of bodily injury liability and property damage and automobile liability coverage in accordance with the Applicable Laws covering the operations of the Carrier, at adequate limits for the protection of all Parties and subject to the approval of the County as follows:
 1. **Primary Coverage.** The minimum combined single limit for bodily injury and property damage (broad form general liability coverage) and automobile liability coverage is \$1,000,000.00.
 2. **Additional Excess Coverage For Use of County-Owned Equipment.** To the extent that Carrier is operating Bus Service using County-owned equipment, Carrier must maintain excess coverage in the minimum amount of \$4,000,000.
- v. **Self-Insured Carriers.** If the Carrier is self-insured, the Carrier shall furnish the County with a statement from its chief executive officer or legal counsel stating that the Carrier will provide the required insurance coverage and will name the County as an additional insured. All liability insurance must cover and be applicable to all owned, non-owned, hired, or temporarily used vehicles by the Carrier.
- vi. **Required Clauses and Endorsements.**
 1. **Notice of Cancellation or Reduction of Insurance.** Each insurance policy required to be maintained by Carrier pursuant to Section 14(a) of this Agreement and the corresponding certificate of insurance to be supplied by the Carrier to the County must state thereon that such insurance must not be cancelled, including, without limitation, for non-payment of premium, nor

materially amended, nor coverage thereunder reduced without at least thirty (30) calendar days' written notice to the County's Risk Management Division and the County's Commissioner of Planning and the Commissioner, and that similar notice will be given prior to the expiration of the policy, if the policy is not to be renewed or if coverage is to be reduced upon renewal.

2. Primary Coverage Without Right of Contribution. Each policy of insurance must contain clauses to the effect that such insurance will be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests.

b. Interstate Bus Service. To the extent that Carrier's Bus Service operates in interstate commerce outside the bounds of the State, the Carrier shall:

- i. Required Coverages and Minimum Limits. Pursuant to 49 C.F.R. 387 et seq, adopted by the NYSDOT with the same force and effect as though set forth fully at length in 17 N.Y.C.R.R. 750.3, the Carrier, agrees to procure and maintain during the term of this Agreement at its own expense, insurance of the kinds and in the amounts required in this Section 14(b) of this Agreement, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the NYSDOT, covering all operations under this Agreement, whether performed by the Carrier or its subcontractors, agents, or employees. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of this Agreement and the type of Bus Service and equipment operated by the Carrier. Except for workers' compensation and disability insurance, the Carrier shall name the County as additional insureds on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) are the sole obligation of the Carrier. Notwithstanding anything to the contrary in this Agreement, the Carrier irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance policies described in this Section 14(b) of this Agreement. The provision of insurance by the Carrier will not in any way limit the Carrier's liability under this Agreement. Before operating the Bus Service and continuously during the term of this Agreement, the Carrier shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that Carrier is in compliance with this Section 14(b) of this Agreement. The kinds and amounts of insurance are as follows:
 - ii. Workers' Compensation Insurance. The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of workers' compensation insurance covering the obligations of the Carrier at the State statutory limit.
 - iii. Disability Insurance. The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of disability insurance covering the obligations of the Carrier at the State statutory limit.

iv. **Bodily Injury, Automobile, and Property Damage.** The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of bodily injury liability and property damage and automobile liability coverage in accordance with the Applicable Laws covering the operations of the Carrier, at adequate limits for the protection of all parties and subject to the approval of the County. Adequate coverage is set according to bus seating capacity and is no less than:

1. **Vehicle Seating Capacity of Sixteen (16) or More Including Driver.**

(a) *Primary Coverage.* The minimum combined single limit for bodily injury and property damage (broad form general liability coverage) and automobile liability coverage for a vehicle with seating capacity of sixteen (16) or more passengers including the driver is \$5,000,000.00.

(b) *Additional Excess Coverage For Use of County-Owned Equipment.* To the extent that Carrier is operating Bus Service using County-owned equipment, Carrier must maintain excess coverage in the minimum amount of \$5,000,000.

2. **Vehicle Seating Capacity of Fifteen (15) or Less Including Driver.**

(a) *Primary Coverage.* The minimum combined single limit for bodily injury and property damage (broad form general liability coverage) and automobile liability coverage for a vehicle with seating capacity of fifteen (15) or less passengers including the driver is \$1,500,000.00.

(b) *Additional Excess Coverage For Use of County-Owned Equipment.* To the extent that Carrier is operating Bus Service using County-owned equipment, Carrier must maintain excess coverage in the minimum amount of \$5,000,000.

v. **Self-Insured Carriers.** If the Carrier is self-insured, the Carrier shall furnish the County with a statement from its chief executive officer or legal counsel stating that the Carrier will provide the required insurance coverage and will name the County as an additional insured. All liability insurance must cover and be applicable to all owned, non-owned, hired, or temporarily used vehicles by the Carrier.

vi. **Required Clauses and Endorsements.**

1. **MCS-90B Endorsement.** Carrier shall maintain, at its principal place of business, proof of the required insurance and financial responsibility in the form of Endorsement(s) for Motor Carriers of Passengers Policies of Insurance for Public Liability Under Section 18 of the Bus Regulatory Reform Act of 1982 (Form MCS-90B) issued by an insurer.

2. **Notice of Cancellation or Reduction of Insurance.** Each insurance policy required to be maintained by Carrier pursuant to Section 14(b) of this Agreement and the corresponding certificate of insurance to be supplied by the Carrier to the County must state thereon that such insurance must not be cancelled, including, without limitation, for non-payment of premium, nor materially amended, nor coverage thereunder reduced without at least thirty-five (35) calendar days' written notice to the County's Risk Management Division and the County's Commissioner of Planning and the Commissioner, and that similar notice will be given prior to the expiration of the policy, if the policy is not to be renewed or if coverage is to be reduced upon renewal. Any notice of reduction, cancellation, or non-renewal shall be in the form set forth in Appendix B-7 of Title 17 N.Y.C.R.R. designated "Form K – Uniform Notice of Cancellation of Motor Carrier Insurance Policies."

3. **Primary Coverage Without Right of Contribution.** Each policy of insurance must contain clauses to the effect that such insurance will be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests.

15. **TERM.** Unless terminated earlier in the manner provided for in Section 16 of this Agreement, the term of this Agreement is five (5) years commencing on April 1, 2020 and ending March 31, 2025.

16. **TERMINATION OR SUSPENSION.**

a. **Breach; Remedies.** In the event the Carrier fails to perform, keep or observe any term, provision, condition, covenant, or agreement of this Agreement, or Applicable Laws, or any rule or regulation of a supervisory authority having regulatory power or responsibility for the Bus Service, the County may, at its option and in its sole discretion, withhold payment of any part or all of the Transit Funding to be provided under this Agreement, and/or may pursue any other remedy available at law or in equity, including terminating or suspending any or all of the County's obligations under this Agreement until the event or condition resulting in such termination or suspension has ceased or been corrected to the satisfaction of the County. Upon such termination or suspension of the County's obligations under this Agreement for the Carrier's default, the County will have no further liability or obligation to Carrier under this Agreement. A waiver of any right or obligation accruing under this Agreement will not be deemed a permanent waiver of that right or obligation, nor of any other right or obligation.

b. **Without Cause.** In addition to termination for default or breach as provided in Section 16(a) of this Agreement, the County may, upon ninety (90) calendar days' written notice to the Carrier delivered in the manner provided for in Section 18(a) of this Agreement, and written notice to the NYSDOT, terminate this Agreement without incurring liability to the Carrier.

- c. **Suspension or Discontinuation of Bus Service.** If the Carrier discontinues the Project or Bus Services, or if, for any reason, the commencement, prosecution, or timely completion of the Project or Bus Service by the Carrier is rendered improbable, impossible, or illegal, the County, upon written notice to the Carrier, may terminate any or all of the County's obligations under this Agreement or may suspend any or all of the County's obligations under this Agreement until the event or condition resulting in such termination or suspension has ceased or been corrected to the satisfaction of the County.
- d. **Effect of Termination or Suspension.** Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of Project activities and such other action as the County deems necessary in order to minimize the cost basis for reimbursement; (2) furnishing a status report of the Project activities and the Project Account and a proposed schedule, plan, and budget for terminating or suspending the Project; and (3) furnishing an estimate of costs. If the Carrier fails to furnish, within a reasonable time, a schedule, plan, and budget for the termination or suspension of the Project, the termination or suspension will be carried out in accordance with such terms and conditions as the County may impose.
- e. **Obligations Following Termination.** Upon termination of this Agreement, the Carrier shall comply with any and all County, NYSDOT and/or FTA (as applicable) closeout procedures, including, but not limited to: (1) accounting for and refunding to the County within thirty (30) calendar days, any unexpended funds which have been paid to Carrier pursuant to this Agreement; and (2) furnishing within thirty (30) calendar days an inventory to the County of all equipment, appurtenances and property purchased by Carrier through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof. Notwithstanding any other provision of this Agreement, Carrier shall not be relieved of liability to the County for damages sustained by the County by virtue of Carrier's breach of this Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Carrier for the purposes of set-off until such time as the exact amount of damages due to the County from Carrier is determined. The rights and remedies of the County provided in this Section 16 of this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

17. INDEPENDENT CONTRACTOR. In operating Bus Service, the Carrier shall operate as, and have the status of, an independent contractor and shall not act as an agent, or be an agent, of the County. In accordance with such status as an independent contractor, the Carrier covenants and agrees that neither the Carrier or its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or any department, agency, or unit of the County, by reason of this Agreement, and that the Carrier will not, by reason of this Agreement, make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, health coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.

18. GENERAL PROVISIONS.

a. **Notices.** Except as otherwise provided in this Agreement, any notice, demand or communication required or permitted to be given by one Party to the other shall be in writing and addressed to the Party to whom notice is to be given at the address set forth below, or at such other address as a Party may designate in writing to the other Party delivered in accordance with the provisions of this Section 18(a), and (i) personally served, (ii) deposited in the United States mail, duly registered or certified with postage fully prepaid thereon, or (iii) delivered by an overnight courier service that confirms delivery:

i. **Addresses for Notices.**

1. **To the County:** County of Orange, Department of Planning, 124 Main Street, Goshen, New York 10924, Attn: Transit Coordinator.

2. **To the Carrier:** Town of Warwick, 132 Kings Highway, Warwick, New York 10990, Attn: Jennifer Crover

ii. **Effective Date of Notices.** Notice shall be effective and deemed delivered and received upon receipt or refusal to receive, in the event of personal service; or on the fifth (5th) day following the date of depositing the notice in the United States mail; or on the day following presentment of the notice to an overnight courier service for delivery.

b. **Force Majeure.** A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event.

c. **Assignment.** Carrier shall not assign any of its rights, interests, or obligations under this Agreement, or subcontract any of the obligations or Bus Service to be performed by the Carrier under this Agreement, without the prior express written consent of the County Executive of the County. Any such assignment, subcontract, transfer, conveyance, or other disposition without such prior written consent shall be void and will not be compensated. Any assignment or subcontract properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. The provisions of this clause shall not hinder, prevent, or affect any assignment by the Carrier for the benefit of its creditors made pursuant to the laws of the State. This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

d. **No Waiver.** The failure of either Party to insist in any one or more instance upon the strict performance of any one or more of the obligations under this Agreement, or to exercise any election contained in this Agreement, will not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this

Agreement or of the right to exercise such election, but the same will continue and remain in full force and effect with respect to any subsequent breach or omission.

- e. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.
- f. **Headings for Convenience and Reference Only.** Headings of sections and subsections of this Agreement are inserted for convenience and reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
- g. **Governing Law; Venue.** This Agreement is governed by the laws of the State. Any cases or controversies arising under this Agreement or out of the relationship between the Parties will be heard in Supreme Court of the State with venue in Orange County, New York or, if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
- h. **Sexual Harassment Certification.** Pursuant to the State Finance Law §139-1, by execution of this Agreement, the Carrier and the individual signing this Agreement on behalf of the Carrier certifies, under penalty of perjury, that the Carrier 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 State Labor Law. A model policy and training has been created by the State Department of Labor and can be found on its website at:

[https://www.ny.gov/programs/combating-sexual-harassment-workplace.](https://www.ny.gov/programs/combating-sexual-harassment-workplace)

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

[https://www.orangecountygov.com/1137/Human-Resources.](https://www.orangecountygov.com/1137/Human-Resources)

- i. **Signatures.** This Agreement may be executed in two or more counterparts, each of which together is deemed an original, but all of which together constitutes one and the same instrument. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.
- j. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, negotiations, arrangements, and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement. No amendment or variation of the terms of this Agreement will be made except in writing, dated and signed by the principals of the Parties in the same manner as this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the Parties as of the date first above written.

COUNTY OF ORANGE

TOWN OF WARWICK

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

By: _____
Michael Sweeton
Supervisor

Date: _____

Date: _____

**APPENDIX A
FEDERAL REQUIRED CLAUSES**

**APPENDIX C
SUPPLEMENTAL TITLE VI PROVISIONS
(CIVIL RIGHTS ACT)**

FEDERAL REQUIRED CONTRACT CLAUSES

Federally Required Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% 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 the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Seismic Safety – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

FEDERALLY REQUIRED CLAUSES

Clean Water – Applicability – All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey

Contractor [manufacturer] shall comply with 49 USC A5323(c), applicable amendments of Map-21, and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall **provide a copy of the final test report** to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
 - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
 - D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service

Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition

FEDERALLY REQUIRED CLAUSES

threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements – Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

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The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

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1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air – Applicability – All contracts over \$100,000

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance. **Recycled Products** – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts – Applicability – Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is

performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under

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section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties - Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract

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delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the

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recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements– Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

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a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, 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 Department may impose sanctions as provided for under 49 C.F.R. 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., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment

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Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd - 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.\

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a

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waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data – Applicability – Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contracts Involving Experimental, Developmental, Or Research Work.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work: (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA. (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large

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business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]

(2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Section 1101(b) of Map-21, 23 U.S.C. § 101 note, Title 49, Code of Federal Regulations, Part 26, and 49 U.S.C. § 5332 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offers will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment - Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in

FEDERALLY REQUIRED CLAUSES

the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by MAP-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

January 2014

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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, licensor, 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 (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 \$10,000, 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 is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. 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 (2NYCRR 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 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 section. 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.

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. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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.

Warwick Town Clerk

From: Sandy Bourne <sbourne@mercatus.gmu.edu>
Sent: Thursday, March 19, 2020 2:19 PM
To: Warwick Town Clerk
Subject: COVID-19 Pandemic Policy Response: Guidelines for Policymakers

Dear Ms. Astorino,

In response to the ongoing COVID-19 public health and economic crisis, the Mercatus Center is routinely publishing short-essays to address pressing ongoing policy questions affecting Congress, state governments, and the American economy.

Tyler Cowen, Mercatus' General Director, recently wrote a blog post titled, "The Best Economic Plan Against the Coronavirus" focusing on these main points:

1. Scale down economic activity in a rapid way to keep people at home, but without devastating the physical, cultural, or organizational capital that will be needed to restore growth and normality.
2. Boost the confidence of markets -- both retail and financial markets -- by showing progress in limiting the spread of the disease.
3. Keep business in a position to rebound.
4. Create incentives for production to bounce back once that is appropriate.

You can find Tyler Cowen's blog post [here](#).

As we all know, this ongoing public health and economic crisis continues to evolve. The Mercatus Center at George Mason University will be sending timely policy briefs containing recommendations for governments at all levels.

Please [regularly check our website](#) for all of the Mercatus Center's up-to-date research and responses to the COVID-19 pandemic.

Should you have any questions or would like to learn more about how the Mercatus Center can act as a resource during these challenging times, please do not hesitate to contact us.

Sincerely,

Sandy Liddy Bourne
Mercatus Center at George Mason University
Director of State Outreach
3434 Washington Boulevard
4th Floor
Arlington, Virginia 22201

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Town Clerk