



**AGENDA FOR BOARD OF TRUSTEES REGULAR MEETING  
VILLAGE OF IRVINGTON, NY  
MONDAY, MAY 4, 2026 AT 7:00 PM**

**\*\* The Village Board Meeting will take place at 85 Main Street. Board members and staff will be present at 85 Main Street. The public may join in person or via Zoom \*\***

Join Zoom Webinar  
<https://us02web.zoom.us/j/84263813168>

Webinar ID: 84263813168

Use Computer Audio or Dial-in Audio: (646) 558-8656

- 1. Call to order by Mayor Arlene Burgos**
- 2. Pledge of allegiance to the flag of the United States of America**
- 3. iASK Community Leadership Awards**
- 4. Overview of the proposed School budget by Superintendent of Schools Dr. Mara Ratesic**
- 5. Announcements**
  - a. Memorial Day ceremony - Monday, May 25, 2026 at 10AM at the Main Street memorials

**6. Correspondence**

Any member of the public who wishes to have written communications delivered to the Village Board prior to a regular meeting must submit a paper copy to the Village Administrator's Office by **noon on the Friday preceding the meeting**. The submission must be clearly labeled "Written Communications" in the subject line or title.

Alternatively, written communications may be submitted by email to [writtencommunications@irvingtonny.gov](mailto:writtencommunications@irvingtonny.gov) by **noon on the Friday preceding the meeting**.

Written communications received by the deadline will be included in the Village Board agenda packet. Submissions received after the deadline will be included in the agenda packet for the next regular Village Board meeting.

Please note that written communications will **not** be read aloud during the meeting. However, members of the public who wish to speak about their submitted written communications may do so during the public comment portion of the meeting, either in **person or via Zoom**.

**7. Public comment (please limit comments to no more than 3 minutes)**

**8. Consent Agenda**

- a. Minutes of the Village Board from the Regular Meeting held on April 20, 2026
- b. Appointment of personnel in Water Department
- c. Issuance of a Peddler's Permit for Vanilla with Sprinkles Inc.
- d. Appointment of personnel in Department of Public Works

**9. Resolutions**

- a. Appointment of Volunteer Firefighter
- b. Volunteer appointment
- c. Award of contracts 1, 2 and 3 for cleaning services (#2026-12)
- d. Award of contract for auto parts (#2026-13)
- e. Award of contract for tree removal, tree pruning & stump grinding (#2026-14)
  
- f. Award of contract for miscellaneous hardware and supplies (#2026-15)
- g. Approval of agreement with Firematic Supply Co., Inc. for Fire Rescue Truck (#2026-35)
- h. Approval of amended sub-recipient agreement for Barney Brook watershed resiliency planning project
- i. Approval of temporary suspension of Village of Irvington Local Law No. 1 of 1978

**10. Reports of Boards, Standing Committees and Officers**

- a. Trustee Liaisons reports
- b. Village Administrator's report
- c. Village Clerk-Treasurer's report
- d. Village Attorney's report

**11. Public comment (please limit comments to no more than 3 minutes)**

**12. Review of action items**

**13. Adjournment**

**REGULAR MEETING  
OF THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF IRVINGTON, NY  
HELD ON MONDAY, APRIL 20, 2026 AT 7PM**

\*\* The meeting took place at 85 Main Street. Board members and staff were present at 85 Main Street.  
The public joined in person\*\*

PRESENT:     Arlene Burgos, Mayor  
              Josie Bloom, Trustee  
              Kent Kleiman, Trustee  
              Larry Ogrodnek, Trustee  
              David Zwiebel, Trustee  
              Charles G. Hessler, Village Administrator  
              Katie Bugna, Clerk-Treasurer  
              Marianne Stecich, Village Attorney

Mayor Burgos called the meeting to order and led those in attendance in the Pledge of Allegiance to the flag of the United States of America.

**RESOLUTION 2026-081  
PROMOTION TO DETECTIVE IN THE IRVINGTON POLICE DEPARTMENT**

Mayor Burgos offered the following resolution, which was seconded by Trustee Bloom, and adopted:

**RESOLVED** to appoint Omar Oviedo to the position of Detective at an annual salary of \$153,856 effective April 20, 2026.

The vote resulted as follows:

AYES:	5	(Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)
NAYS:	0	

Students from the Irvington School District presented their 2025 Sorting Resources Video.

Mayor Burgos made the following announcements:

- a. Checks over \$25K

Mayor Burgos presented the following for correspondence:

- a. Greater Irvington Land Trust
- b. Irvington architects and preservationists
- c. Dennis Rubich

Written communications received by noon on the Friday preceding the meeting are included in the Village Board agenda packet. Written communications are not read aloud during the meeting.

Mayor Burgos opened the floor to public comment. Peter Budeiri commented on the letter submitted to written communications regarding saving Woodcliff Mansion, specifically the request to consider making the retention of the mansion a condition of coverage. Dennis Rubich commented on his letter submitted to

written communications regarding his planning board submission and the removal of one street parking space. Earl Ferguson commented that the Board does not have to be dependent on the state or national historic designation of a property to determine what is of historic importance to the Village. Peter Budeiri highlighted some of the previous letters written referencing Woodcliff Mansion.

Mayor Burgos offered the following resolutions, which were seconded by Trustee Ogrodnek, and adopted:

**RESOLVED** to approve the Minutes of the Village Board Regular Meeting held on April 6, 2026.

**RESOLUTION 2026-082  
APPROVAL OF 2025-26 BUDGET TRANSFERS AND MODIFICATIONS**

**RESOLVED**, to adopt the following budget transfers and modifications for fiscal year 2025-26:

1. Reflect reimbursements for Police Supervision overtime.

Increase: Police Fees	1.1.1525	\$ 163,192
Increase: Police Overtime	1.3120.101	\$ 104,452
Increase: Police Administrative	1.3120.100	\$ 9,258
Increase: NYSPFRS Retirement	1.9010.801	\$ 38,335
Increase: Social Security	1.9030.802	\$ 7,992
Increase Worker's Comp	1.9040.803	\$ 3,155

2. Transfer of funds between part-time labor lines from Recreation to Nature Center for recreation assistant originally budgeted in the Recreation Department.

Increase: ONC - Labor	1.7989.123	\$ 6,000
Decrease: Recreation - Labor	1.7310.123	\$ 6,000

3. Transfer of funds from part-time labor line to adult program line to cover additional Pickleball programs.

Increase: Adult Programs	1.7310.499	\$ 9,700
Decrease: Recreation - Labor	1.7310.123	\$ 9,700

4. To fund the Purchase of Fire Ground Portable Radio costs in excess of \$150K DASNY Grant funding with Village operating funds.

Decrease: Service Award Program	1.9025.826	\$ 6,731.82
Increase: Transfers to Capital	1.9550.900	\$ 6,731.82
Increase: Transfers from General Fund	6.6.5031	\$ 6,731.82
Increase: Fireground Radio Project	6.3410.200.530	\$ 6,731.82

5. Reflect insurance reimbursement for damage to Police vehicle.

Increase: Insurance Proceeds	1.1.2680	\$ 6,293
Increase: Maintenance of Vehicles	1.3120.473	\$ 6,293

6. Reflect grant reimbursement from the Hudson River Valley Greenway for the Feasibility Food Scraps Study.

Increase: State Aid Other	1.1.3089	\$ 25,000
Increase: Professional Fees Food Scrap Study	1.8189.437.909	\$ 25,000

7. Transfer of funds to perform additional asphalt repairs and road maintenance work.

Increase: Sidewalk/Road/Curb Maintenance	1.5010.406.2009	\$ 40,000
Decrease: Personnel Services	1.1440.100	\$ 40,000

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnec and Zwiebel)  
 NAYS: 0

Mayor Burgos continued the Public Hearing on the 2026/27 Operating Budget.

There were no comments from the public.

After discussion by the Board, Mayor Burgos made a motion to close the Public Hearing. The motion was seconded by Trustee Kleiman and unanimously approved.

**RESOLUTION 2026-083  
 ADOPTION OF THE 2026-27 VILLAGE OPERATING BUDGET**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogrodnec, and adopted:

**WHEREAS**, a public hearing was duly advertised, opened on April 6, 2026, continued to April 20, 2026 and closed; and

**WHEREAS**, the tax rate for 2026/27 shall be set at \$7.2806 per \$1,000 of assessed value, now therefore be it

**RESOLVED**, to adopt the 2026/27 Village Operating Budget with the following modifications from the filed Tentative Budget:

<u>Description</u>	<u>Line</u>	<u>Amount</u>
Metered Water Sales	8.8.2140	- \$62,000
NYC Excess Charges	8.8320.476	- \$62,000

**FURTHER RESOLVED**, that Water rates shall be increased by 2% and Sewer rates by 4% for billings after May 31, 2026 as follows:

<u>Customer Location</u>	<u>Unit</u>	<u>Usage Range</u>	<u>Rate(\$)</u>	<u>Rate Type</u>
Inside Village	CCF			
	Water	Up to 100	\$ 9.47	1 <sup>st</sup> Tier
	Water	Over 100	\$23.76	Excess
	Sewer	Up to 100	\$ 0.72	1 <sup>st</sup> Tier
	Sewer	Over 100	\$ 1.89	Excess

Outside Village	CCF			
	Water	Up to 100	\$15.71	1 <sup>st</sup> Tier
	Water	Over 100	\$39.37	Excess
	Sewer	Up to 100	\$ 1.20	1 <sup>st</sup> Tier
	Sewer	Over 100	\$ 2.96	Excess

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-084  
 APPROVAL OF VILLAGE ATTORNEY RETAINER AGREEMENT**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogrodnek, and adopted:

**RESOLVED** to approve the retainer agreement (#2026-20) with the firm of Stecich Murphy & Lammers, LLP providing for an hourly rate of \$195.00 per hour for basic retainer services and \$250.00 per hour for services outside of the basic retainer and authorize the Mayor to execute said agreement.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-085  
 APPROVAL OF SPECIAL COUNSEL RETAINER FOR LAND USE AND VILLAGE-WIDE  
 EMINENT DOMAIN AND RIGHT OF WAY SERVICES (#2026-31)**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogrodnek, and adopted:

**RESOLVED**, that the Village Administrator is hereby authorized to enter into an agreement with Murtagh, Cossu, Venditti & Castro-Blanco LLP as special counsel for land use and Village-wide Eminent Domain and Right of Way services, including Right of Way acquisition via Eminent Domain and/or negotiation, involving Downingwood Condo, 100 South Broadway LLC and the State of New York Route 9 culvert replacement project with HVEA Engineers; and be it further

**RESOLVED**, that the costs associated with this work shall be financed from 6.5010.469.477.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-086  
 VOLUNTEER APPOINTMENTS**

Mayor Burgos offered the following resolution, which was seconded by Trustee Bloom, and adopted:

**RESOLVED** to appoint the following Village Board volunteer committee members:

<u>Board Name</u>	<u>Title</u>	<u>Name</u>	<u>Term to Expire December</u>
Planning Board	2 <sup>nd</sup> Alternate	Lauryn Stone	2027
Theater Commission	Member	Tom Heller	2029

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogradnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-087  
 RENEWAL OF WARRANTY WITH INTEGRATED TECHNICAL SYSTEMS INC. (#2026-32)**

Mayor Burgos offered the following resolution, which was seconded by Trustee Ogradnek, and adopted:

**RESOLVED** to renew the warranty for the pay stations with Integrated Technical Systems Inc. for hardware/software of specific parts and manufacturer’s software pertaining to covered equipment from June 29, 2026 through June 28, 2027 in the amount of \$1,130.00 and authorize the Village Administrator to execute said agreement.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogradnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-088  
 MERCY UNIVERSITY POOL RENTAL AGREEMENT (#2026-33)**

Mayor Burgos offered the following resolution, which was seconded by Trustee Kleiman, and adopted:

**RESOLVED**, to authorize the Village Administrator to execute a contract with Mercy University for the rental of its swimming pool at a fee not to exceed \$4,800 and that such execution of the contract shall be subject to the approval of Irvington’s Village Attorney; and be it further,

**RESOLVED** that the funds for this expense shall be charged to general ledger account 1.7310.437.0009 in the Recreation Budget.

The vote resulted as follows:

AYES: 5 (Mayor Burgos, Trustees Bloom, Kleiman, Ogradnek and Zwiebel)  
 NAYS: 0

**RESOLUTION 2026-089  
 APPROVAL OF AGREEMENT WITH EDWARD S. HANSEN LIGHTING DESIGN (#2026-34)**

Mayor Burgos offered the following resolution, which was seconded by Trustee Kleiman, and adopted:

**RESOLVED**, to authorize the Village Administrator to enter into an agreement with Edward S. Hansen Lighting Design, 2 Jaffray Park, Irvington, NY 10533 to provide repertory lighting design for the

Village of Irvington Matthiessen Park Stage at a fee not to exceed \$4,000 and that such execution of the contract shall be subject to the approval of Irvington's Village Attorney; and be it further,

**RESOLVED** that the funds for this expense shall be charged to general ledger account 001.8989.200 in the Irvington Theater Budget.

The vote resulted as follows:

AYES:	5	(Mayor Burgos, Trustees Bloom, Kleiman, Ogrodnek and Zwiebel)
NAYS:	0	

Trustee Zwiebel reported on the upcoming April 30<sup>th</sup> facilities planning community engagement event, that the TOD Committee is in the process of checking references for the final candidates, and on the Woods Committee's speaker series and tree plantings.

Trustee Ogrodnek reported on the upcoming Arbor Day tree planting ceremony on April 24, 2026, provided statistics from the Library Board meeting, and reported that the Friends of the Irvington Library book sale will be the first week of May and that they are accepting book donations until May 1<sup>st</sup>.

Trustee Bloom reported on the various activities of the DPW including asphalt road repairs and street light repairs, and on the Green Team's scavenger hunt.

Trustee Kleiman provided an update from the Irvington Schools on their new communication system, teacher appreciation week, and the PTSA book sale. He also reported on the Historic Society Civil War speaker and on the Traffic Calming Committee meeting.

Village Administrator Charles Hessler reported on the Harriman Road drainage project, Erie & Langdon water main replacement project, EV charger installations, and on the Firehouse boiler work.

Village Clerk-Treasurer Katie Bugna provided an update on the borrowing for the new Firetruck.

Mayor Burgos opened the floor to public comment. There were no comments from the public.

After a review of action items and there being no further business, Mayor Burgos made a motion to adjourn the meeting. The motion was seconded by Trustee Kleiman, and unanimously approved.

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Katie Bugna, Village Clerk-Treasurer

**RESOLUTION 2026-XXX  
APPOINTMENT OF PERSONNEL IN WATER DEPARTMENT**

Trustee        offered the following resolution, which was seconded by Trustee        , and adopted:

**RESOLVED** to make the following appointment in the Water Department for summer help effective May 11, 2026 through August 21, 2026:

<u>Name</u>	<u>Title</u>	<u>Rate</u>
Drew Krzemienski	Laborer	\$17.00 per hour

**RESOLUTION 2026-XXX  
ISSUANCE OF A PEDDLER'S PERMIT FOR VANILLA WITH SPRINKLES INC.**

Trustee                    offered the following resolution, which was seconded by Trustee                    , and adopted:

**RESOLVED** to approve the issuance of a peddler's permit to Vanilla with Sprinkles, Inc. to operate an ice cream truck throughout the Village for a term of one year from the date of issuance for a permit fee of \$100 pursuant to Chapter 155 of the Village Code.

Vanilla with Sprinkles Inc.  
1720 Tenbroeck Avenue  
Bronx, New York 10461

Board of Trustees  
Village of Irvington  
Irvington, New York



Dear Members of the Board,

My name is Jesus Higuera, and I am the President of Vanilla with Sprinkles Inc. I am writing this letter to formally express our interest in obtaining permission to operate Mister Softee ice cream trucks within the Village of Irvington.

We are a local company with experience operating throughout Westchester County, and we currently hold all required Westchester County permits. Our goal is to expand our service into Irvington while fully respecting and complying with all local rules, regulations, and community standards.

As a Mister Softee franchise, we are part of a company that has been around for over 70 years. That name carries a lot of history and memories for people, and we take that responsibility seriously. We understand that our conduct reflects not only on our own company but also on the Mister Softee brand as a whole. Because of that, we hold ourselves to a high standard. If there are ever concerns, residents or officials can also reach Mister Softee headquarters directly, which adds another layer of accountability to our operations.

We would also like to request, if approved, a one-year permit for the Village of Irvington. We understand there is a \$1,000 fee associated with the permit, and we are prepared to submit payment by money order immediately upon approval.

We are not just looking to do business in Irvington—we would like to be part of the community. If the Village ever has events, fundraisers, or occasions where ice cream could help bring people together, we would be more than willing to participate, including donating ice cream when appropriate.

If you have any questions or would like to discuss this further, I am always available. You can reach me directly at 646-359-3078 or by email at [vanillawithsprinklesinc@gmail.com](mailto:vanillawithsprinklesinc@gmail.com).

Thank you for your time and consideration. We appreciate the opportunity and look forward to the possibility of serving the Irvington community.

Sincerely,



Jesus Higuera 04/22/25

Jesus Higuera  
President  
Vanilla with Sprinkles Inc.



**RESOLUTION 2026-XXX**  
**APPOINTMENT OF PERSONNEL IN DEPARTMENT OF PUBLIC WORKS**

Trustee            offered the following resolution, which was seconded by Trustee            , and adopted:

**RESOLVED** to promote Brian Ross to the position of Motor Equipment Operator (Step 5) at an annual salary of \$76,815 effective May 5, 2026. This position is subject to the completion of a probationary period of not less than 12 weeks and not more than 52 weeks; and,

**FURTHER RESOLVED** to appoint Jabrill Purcell to the position of Laborer (Step 1) at an annual salary of \$57,604 effective May 5, 2026. This position is subject to the completion of a probationary period of not less than 12 weeks and not more than 52 weeks.

**VILLAGE OF IRVINGTON**  
**DEPARTMENT OF PUBLIC WORKS**



**Memo**

**TO:** Charles Hessler, Village Administrator

**FROM:** Todd Smith, Superintendent of Public Works

**DATE:** April 28, 2025

**RE:** **Request to Promote 1 Full Time Employee to Motor Equipment Operator**

In order to fill the vacancy of a Motor Equipment Operator in the Department of Public Works, we respectfully request to promote Brian Ross. Brian would begin at Step 5 at an annual salary of \$76,815 with a start date of May 5, 2026.

Employment Applications / Resumes on file @ Village Administrator's Office

CC: Katie Bugna, Village Clerk/Treasurer

Kare Buccheri, Executive Secretary to Village Administrator

**VILLAGE OF IRVINGTON**  
**DEPARTMENT OF PUBLIC WORKS**



**Memo**

**TO:** Charles Hessler, Village Administrator  
**FROM:** Todd Smith, Superintendent of Public Works  
**DATE:** April 28, 2026  
**RE:** **Request to Hire 1 Full Time Employee (Laborer)**

In order to fill the vacancy of a laborer position in the DPW, I respectfully request to hire Jabrill Purcelle. Jabrill would begin at Step 1 with an annual salary of \$57,604.00 with a start date of May 5, 2026.

The job was posted on March 17, 2026 with a cut-off date of March 30, 2026. After reviewing applications and holding interviews for qualified candidates, Jabrill clearly stood out above the other qualified candidates.

Employment Applications / Resumes on file @ DPW Office

CC: Katie Bugna, Village Clerk/Treasurer  
Karen Buccheri, Executive Secretary to Village Administrator

**RESOLUTION 2026-XXX  
APPOINTMENT OF VOLUNTEER FIREFIGHTER**

Trustee            offered the following resolution, which was seconded by Trustee            , and adopted:

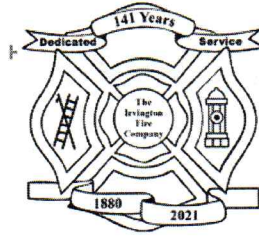
**RESOLVED** to approve the following new probationary member of the Irvington Fire Company subject to the final approval by the Irvington Fire Company:

Name

David Guzman

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*Steve Mangiacotti, President*  
*Ron Lillo, Vice President*  
*Joseph Kimmel, Treasurer*  
*Joshua Barillas, Recording Secretary*  
*Kevin Gallagher, Financial Secretary*



*Chris Depaoli, Trustee*  
*Jan Olzweski, Trustee*  
*Joe Clarke, Sr., Trustee*  
*Joe Clarke, Jr., Trustee*  
*Howard Billings, Trustee*

**The Irvington Fire Company**  
90 Main Street, Irvington NY, 10533

April, 24 2026

We hereby request the Village of Irvington Board of Trustees approve the following new probationary member of the Irvington Fire Company, at the next village board meeting.

Name: David Guzman  
Address: 5 South Eckar  
Irvington, NY 10533

On behalf of the Officers and Members of the Irvington Fire Company,

Joshua Barillas  
Recording Secretary

**RESOLUTION 2026-XXX  
VOLUNTEER APPOINTMENT**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_, and adopted:

**RESOLVED** to appoint the following Village Board volunteer committee member:

<u>Board Name</u>	<u>Title</u>	<u>Name</u>	<u>Term to Expire December</u>
Zoning Board of Appeals	Member	Keith Greenbaum	2028

**RESOLUTION 2026-XXX  
AWARD OF CONTRACTS 1, 2 AND 3 FOR CLEANING SERVICES (#2026-12)**

Trustee            offered the following resolution, which was seconded by Trustee            , and adopted:

**WHEREAS**, five (5) sealed bids were received and opened on April 24, 2024 at 11AM in Village Hall, as follows:

**Contract #1: Village Hall & Library**

Company Name	Monthly Charge	Yearly Charge
Cleaning Services of Hudson Valley Inc. 55 Ramapo Road, Suite 88 Ramapo, NY 10923	\$2,700.00	\$32,400.00
Scrub Masters Plus Corp 100 Aaron Court Kingston, NY 12401	\$4,230.00	\$50,760.00
AAA Facility Solutions LLC 11 Middleberry Boulevard, Suite 1 Randolph, NJ 07869	\$5,469.00	\$65,628.00
Vested Solutions Janitorial LLC 431 Rutland Road Brooklyn, NY 11203	\$5,641.37	\$67,696.44
MWF New York LLC 110 North Third Avenue, #60 Mount Vernon, NY 10550	\$11,100.00	\$133,200.00

**Contract #2: Theater**

Company Name	Yearly Charge
Cleaning Services of Hudson Valley Inc. 55 Ramapo Road, Suite 88 Ramapo, NY 10923	\$26,250.00
MWF New York LLC 110 North Third Avenue, #60 Mount Vernon, NY 10550	\$34,500.00
Scrub Masters Plus Corp 100 Aaron Court Kingston, NY 12401	\$53,675.00
AAA Facility Solutions LLC 11 Middleberry Boulevard, Suite 1 Randolph, NJ 07869	\$188,500.00
Vested Solutions Janitorial LLC 431 Rutland Road Brooklyn, NY 11203	\$361,500.00

**Contract #3: Recreation Center & Senior Center**

Company Name	Monthly Charge	Yearly Charge
Cleaning Services of Hudson Valley Inc. 55 Ramapo Road, Suite 88 Ramapo, NY 10923	\$1,800.00	\$21,600.00
Scrub Masters Plus Corp 100 Aaron Court Kingston, NY 12401	\$1,800.00	\$21,600.00
AAA Facility Solutions LLC 11 Middleberry Boulevard, Suite 1 Randolph, NJ 07869	\$2,506.00	\$30,072.00
MWF New York LLC 110 North Third Avenue, #60 Mount Vernon, NY 10550	\$4,500.00	\$54,000.00
Vested Solutions Janitorial LLC 431 Rutland Road Brooklyn, NY 11203	\$4,800.00	\$57,600.00

**WHEREAS**, the bids submitted were reviewed and it was determined that the bid from the low bidder, Cleaning Services of Hudson Valley Inc., for all three bids is in order and responsive to the specifications, now therefore be it

**RESOLVED**, to award contract #2026-12 Parts #1, 2 and 3 to Cleaning Services of Hudson Valley Inc. for the unit prices specified and to authorize the Village Administrator to execute said contract.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between Cleaning Services of Hudson Valley Inc., located at 55 Ramapo Road, Suite 88, Ramapo, NY 10923 hereinafter referred to as "CONTRACTOR" and the Village of Irvington, New York located at 85 Main Street, Irvington, New York 10533, hereinafter referred to as "OWNER".

**WHEREAS**, the Village of Irvington intends to enter into a contract with the CONTRACTOR for the purpose of cleaning services for the OWNER at the following locations: Village Hall, Irvington Public Library, Irvington Town Hall Theater, and the Recreation Center and Senior Center;

**WHEREAS**, the CONTRACTOR has represented that they possess adequate equipment and sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

### **I. SCOPE OF WORK**

The CONTRACTOR shall provide to OWNER the equipment, materials, personnel and services identified in Exhibit "A" in a proper manner, satisfactory to the OWNER.

### **II. TIME OF PERFORMANCE and TERM**

The services to be performed for the Irvington Village Hall, Library, Theater, Recreation Center and Senior Center hereunder shall be provided in accordance with Exhibit "A".

The term of this agreement shall be from June 1, 2026 until May 31, 2027.

This agreement shall be renewable at the option of the OWNER for up to one (1) additional year with no change in rates shown in Exhibit "A".

### **III. COMPENSATION AND PAYMENT**

For satisfactory performance of the services described above, the OWNER shall pay the CONTRACTOR for services rendered. The CONTRACTOR shall bill the OWNER monthly for actual work completed in accordance with the schedule in Exhibit "A". Each invoice must clearly describe the services rendered to date by CONTRACTOR.

The CONTRACTOR will be required to comply with all applicable laws, including, but not limited to, Labor Laws, Prevailing Wage Rates and Workers Compensation. (PRC # 2026900716)

The filing of payrolls is a condition of payment. The Treasurer's Office will not remit payment until the required payrolls are filed.

**IV. COMPLIANCE WITH LAWS**

The CONTRACTOR shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the work performed hereunder.

**V. SUB-CONTRACT AND ASSIGNMENT**

This Agreement may not be assigned or subcontracted, without the prior written consent of the OWNER. Approval by the OWNER of any subcontractor shall not relieve the CONTRACTOR of any liability or responsibility for the proper performance of the work under this Agreement.

**VI. INSPECTIONS**

All work performed by the CONTRACTOR shall be subject to the quality inspection and approval by the OWNER at all times, but such approval shall not relieve the CONTRACTOR of responsibility for the proper performance of the work.

**VII. EXTRA WORK**

NOT APPLICABLE.

**VIII. TERMINATION FOR CONVENIENCE**

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONTRACTOR. Upon receipt of this notice the CONTRACTOR shall immediately discontinue performance, will not place any further orders and will promptly cancel all orders to subcontractors.

In the event of termination for convenience the OWNER shall pay the CONTRACTOR for all work completed and material and equipment provided to date.

**IX. DEFAULT**

Should the CONTRACTOR breach any provisions of this Agreement the OWNER shall have the rights and remedies provided by law or under these terms and conditions.

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, if the CONTRACTOR fails to perform any of its obligations or if the CONTRACTOR fails to give the OWNER assurance of adequate performance within ten working days after written request by the OWNER for assurances.

In the event of such breach of the Agreement by the CONTRACTOR, the OWNER may:

- a) declare the CONTRACTOR to be in default,
- b) cancel this AGREEMENT in whole or in part,
- c) withhold payment of any further funds which may be due the CONTRACTOR until the default is corrected, and/or
- d) pursue any and all other remedies afforded by law.

If the termination is brought about as a result of unsatisfactory performance on the part of the CONTRACTOR, the value of the work performed by the CONTRACTOR prior to termination shall be established by determining a percentage of work completed by the CONTRACTOR and acceptable to the OWNER, of the total amount of work contemplated by this Agreement.

**X. INDEMNIFICATION**

The CONTRACTOR shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the CONTRACTOR, its subcontractors, agents or employees in connection with his services under this Agreement. The CONTRACTOR specifically agrees that its Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONTRACTOR shall indemnify and save harmless the OWNER, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the CONTRACTOR under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONTRACTOR'S failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Nothing in this Article or in the Agreement shall create or give to a third party any claim or right of action against the CONTRACTOR, or the owner beyond such as may legally exist irrespective of this Article or this Agreement.

**XI. INSURANCE REQUIREMENTS**

The CONTRACTOR shall, during the performance of the work, maintain the following insurance in the types and amounts and with insurers satisfactory to the OWNER:

	<b>VENDOR CLASSIFICATION</b>	Janitorial Services
	<b>CHECK APPROPRIATE BOX (cont'd on next page)</b>	
	<b>Type of Insurance</b>	
<b>A</b>	<b>Commercial General Liability (CGL) Each Occurrence</b>	<b>(5)</b>
	General Liability	\$1,000,000
	Personal & Adv Injury	\$1,000,000
	Med Expense Any One Person	\$5,000
	Damage to Rented Premises	\$50,000
	General Aggregate	\$2,000,000
	Products-Comp / Op Aggregate	\$1,000,000
<b>B</b>	<b>Auto Liability – Including BI and PD (AL)</b>	<b>(2&amp;7)</b>
	Combined Single Limit per accident	
	Any Auto	\$1,000,000
	Or	

	All Owned	\$1,000,000
	All Hired	\$1,000,000
	All Non-Owned	\$1,000,000
<b>C</b>	<b>Excess / Umbrella Liability</b>	
	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
<b>D</b>	<b>Workers Compensation and Employers Liability</b>	(3)
	Each Employee	Statutory
	Each Accident	Statutory
<b>E</b>	<b>Disability Benefits</b>	(3)
	Each Employee	Statutory
<b>F</b>	<b>Other Professional Liability or Errors and Omissions or Malpractice</b>	
	Per Claim	
<b>Opt</b>	<b>Owners and Contractors Protection</b>	
	Each Occurrence	
	Aggregate	
<b>*</b>	<b>All Other Insurances as Required by Law</b>	
	<b>Village of Irvington to be named as Additional Insured on these coverages</b>	<b>GL-AL</b>

- (1) The Per Occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.
- (2) Automobile Liability Coverage is required IF an automobile is used in the execution of the contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.
- (3) An ACORD form is NOT acceptable proof of NYS Workers' Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.1.

Workers' Compensation/Employers Liability, and NYS Disability are not required of: a) a business that is owned by one individual, is not a corporation and does not have any other employees, b) a self-employed individual, c) an out of state employer with no NYS employees. IN EACH CASE, the employer must file Form CE-200, Certificate of Attestation of Exemption, with the NYS Workers' Compensation Board certifying that they are not required to obtain NYS specific Workers' Compensation Insurance or NYS statutory Disability Benefits.

- (5) The Village of Irvington should be named as an Additional Insured on the policy using ISO Additional Insured Endorsement CG 2010 11/85 or an endorsement providing equivalent or broader coverage.

(7) If applicable policy should be endorsed to cover snowplow operations.

Prior to commencing performance, the CONTRACTOR shall furnish the OWNER with a Certificate of Insurance as evidence of the required insurance and such Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Irvington as additional insured. The Certificate shall provide for thirty (30) days written notice to the OWNER prior to cancellation thereof. New, current certificates shall be provided at each policy renewal. The OWNER shall be listed as an additional insured.

**XII. INDEPENDENT CONSULTANT**

The CONTRACTOR shall perform services in accordance with the terms and conditions of this Agreement as the OWNER'S independent contractor, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venture with the OWNER. The OWNER shall be the general administrator and coordinator of the CONTRACTOR'S services for the Project.

**XIII. RECORDS**

The CONTRACTOR shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to the OWNER by the CONTRACTOR.

All drawings, specifications, reports, information or data prepared by or furnished to the CONTRACTOR in connection with any or all work to be performed under this Agreement shall be the property of the OWNER and shall be immediately forwarded to the OWNER upon request.

**XIV. PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

**XV. TRANSEERABILITY OF INTEREST**

The CONTRACTOR shall not assign, sublet, or otherwise transfer its interest in this Agreement without written consent of the OWNER. The CONTRACTOR shall not subcontract any portion of this Agreement without the prior written consent of the OWNER.

**XVI. GOVERNING LAWS**

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

**XVII. SUPPLEMENTS TO AGREEMENTS**

The following exhibits supplements or addendums form an integral part of this Agreement.

Exhibit "A" Bid submission on April 22, 2026

**XVIII. ENTIRE AGREEMENT-AMENDMENTS**

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Irvington  
(OWNER)

\_\_\_\_\_  
(CONTRACTOR)

Charles G. Hessler  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Village Administrator  
Title

\_\_\_\_\_  
Title

VILLAGE OF IRVINGTON, NEW YORK  
CLEANING SERVICES  
BID #: 2026-12  
BID FORM

BID DUE: April 22, 2026 at 11AM

\* IMPORTANT NOTE: Each Contract will be awarded separately to the lowest responsible bidder(s) \*

CONTRACT #1 (VILLAGE HALL, LIBRARY):

Monthly charge: \$ 2,700.00  
Two Thousand Seven hundred → Dollars

CONTRACT #2 (THEATER):

2a) Charge for each Full Cleaning (Pre or Post Show): \$ 170 (approximately 125 per year)  
One hundred Seventy dollars → Dollars

2b) Charge for each Partial Cleaning: \$ 140 (approximately 25 per year)  
One hundred forty → Dollars

2c) Charge for each Semi-annual Cleaning: \$ 400 (approximately 2 per year)  
four hundred → Dollars

2d) Charge for each Alcohol Haul Away: \$ 140 (approximately 5 per year)  
One hundred forty → Dollars


CONTRACT #3 (RECREATION CENTER & SENIOR CENTER):

Monthly charge: \$ 1800.00  
One thousand eight hundred Dollars

Name: Cleaning Services of Hudson Valley, Inc.

Address: 55 Putnam Road, Suite 88  
Putnam, New York 10923

Tel #: (800) 945-6514 Fax #: (845) 942-2128

Signature: 

Title: Vice - President

**QUALIFICATIONS**

All bidders must list at least 3 relevant references of past experience as follows:

<u>Company Name / Contact Name</u>	<u>Dates of Service</u>	<u>Description of Work</u>	<u>Phone #</u>
Tony Di Sisto Village of Briscoe/Mand	6/24-date	Daily janitorial services	(914) 675-4605
Tim Nerijs/City of Poughkeepsie	8/25-date	Daily janitorial services	(845) 380-4838
Steve Fuller/Town of Poughkeepsie	2/22-date	Daily janitorial services	(845) 485-3680
Neil Henry/Town of Brandon	1/22-date	Daily janitorial services	(973) 402-9410 ext. 650
Rick Campanelli/Township of River Vale	5/15-date	daily janitorial services	(201) 388-5940
Net Madugno/Tuxedo Farm School	5/15-date	daily janitorial services	(845) 351-4737

VILLAGE OF IRVINGTON, NEW YORK

CLEANING SERVICES  
BID #: 2026-12

NON-COLLUSIVE BIDDING CERTIFICATION

**\*\* THIS PAGE MUST BE RETURNED WITH BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED. \*\***

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

  
\_\_\_\_\_  
Signature

Cleaning Services of Hudson Valley, Inc.  
Contractor/Supplier

4/17/2026  
Date

**CORPORATE RESOLUTION (for corporate bidders only)**

Resolved that Cleaning Services of Hudson Valley, Inc. be authorized to sign and submit the Bid Proposal of this corporation for the following project:

Project #2026-12 Cleaning Services

and to include in such bid or proposal, the certificate as to non-collusion required by Section 103d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Cleaning Services of Hudson Valley, Inc. a corporation at a meeting held on the 15 day of April, 2026 and is still in full force and effect on this 22 day of April, 2026.

Seal of the Corporation

Barkson Martinez  
Secretary

**INSURANCE PROCEDURE**

**PLEASE NOTE:**

**THIS PAGE MUST BE RETURNED WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.**

Please take the insurance **requirements of the Contract** to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal cost reflects any additional costs relating to insurance requirements for this work.

  
\_\_\_\_\_  
Signature

4/17/2026  
\_\_\_\_\_  
Date

Cleaning Services of Hudson Valley, Inc.  
\_\_\_\_\_  
Contractor

## BIDDING AND CONTRACT REQUIREMENTS

### INSURANCE REQUIREMENTS

#### INSURANCE REQUIREMENTS BY THE VILLAGE OF IRVINGTON FROM CONTRACTORS

- 1.1. The Contractor shall furnish to the Village of Irvington Certificates of Insurance for all coverages prior to signing of contract.

The ACORD Certificate of Insurance shall contain a Description of Operations. The Contract Number and/or Purchase Order Number and the name of the department requiring the insurance should be stated under the description. The description shall also contain a statement to the effect that "The following are named as Additional Insureds under General Liability and (If required) Automobile Liability, Excess Umbrella Liability, and Professional Liability (if applicable) on a primary basis, and on the broadest form available through the listed insurers with respect to this Contract or Purchase Order: **The Village of Irvington, its employees, elected officials and affiliated municipal entities.** The signing authorized representative warrants that the insurance carrier(s) have been informed of and accepted the Village of Irvington as an additional insured.

The cost of furnishing the above insurance shall be borne by the Contractor. There will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items. The Contractor shall require all subcontractors to provide this same insurance coverage.

- 1.2 LIABILITY REQUIREMENTS

The awarded vendor(s) shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the awarded vendor, his subcontractors, agents or employees in connection with his services under this Agreement. The awarded vendor(s) specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the awarded vendor(s) shall indemnify and save harmless the Village of Irvington, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the awarded vendor under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the awarded vendor's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.

All contractual insurance requirements in any contract between the Contractor or Consultant and the Village shall contain the following clauses:

- (a) The insurance companies issuing the policy or policies shall have no recourse against the Village of Irvington including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- (b) Any and all deductibles in the above described insurance policies shall be assumed by

and be for the account of, and at the sole risk of, the Contractor or Consultant.

- (c) The Contractor shall insure all equipment, tools, portable enclosures, and vehicles owned, leased or used by them and shall evidence coverage with a Certificate of Insurance. The Contractor shall hold the Owner harmless for any loss or damage to such equipment, tools, etc.

The awarded vendor(s) shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the Village of Irvington:

<b>Commercial General Liability (CGL)</b>	<b>(1,5,8 &amp;9)</b>
<b>Each Occurrence</b>	
General Liability	\$3,000,000
Personal & Adv injury	\$1,000,000
Med Expense Any One Person	\$5,000
Damage to Rented Premises	\$50,000
General Aggregate	\$2,000,000
Products – Comp/Op Aggregate	\$1,000,000
<b>Auto Liability – including BI and PD (AL)</b>	<b>(2 &amp;7)</b>
Combined single Limit per accident	
Any Auto	\$1,000,000
Or	
All Owned	\$1,000,000
All Hired	\$1,000,000
All Non-Owned	\$1,000,000
<b>Excess/Umbrella Liability</b>	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
<b>Workers Compensation and Employers Liability</b>	<b>(3)</b>
Each Employee	Statutory
Each Accident	Statutory
<b>Disability Benefits</b>	<b>(3)</b>
Each Employee	Statutory

- 1) The Per Occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.
- 2) Automobile Liability Coverage is required IF an automobile is used in the execution of the contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.
- 3) An ACORD form is NOT acceptable proof of NYS Workers' Compensation (WC)

or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.1. Workers' Compensation/Employers Liability, and NYS Disability are not required of: a) a business that is owned by one individual, is not a corporation and does not have any other employees, b) a self-employed individual, c) an out of state employer with no NYS employees. IN EACH CASE, the employer must file Form CE-200, Certificate of Attestation of Exemption, with the NYS Workers' Compensation Board certifying that they are not required to obtain NYS specific Workers' Compensation Insurance or NYS statutory Disability Benefits.

- 5) The Village of Irvington should be named as an Additional Insured on the policy using ISO Additional Insured Endorsement CG 2010 11/85 or an endorsement providing equivalent or broader coverage.
- 8) Property Insurance – the contractor shall cover materials being installed on site, in transit, &/or at any other location.
- 9) Asbestos/Lead Abatement & Environmental Clean-Up, if applicable. Coverage for the removal of asbestos &/or lead and related pollution events, including coverage for third-party liability claims for Bodily Injury, Property Damage and Clean-Up Costs. \$1M Per Occurrence/\$2M Aggregate including Products/Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract.

The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Village of Irvington constitutes a material breach of contract and subjects it to liabilities for damages, indemnifications and all other legal remedies available to the Village of Irvington. The failure of the Village of Irvington to object to the contents of the Certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Irvington.

The cost of furnishing the above insurance shall be borne by the contractor/provider; there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

(TO BE APPROVED BY YOUR ATTORNEY)  
**HOLD HARMLESS AGREEMENT**

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless, the Village of Irvington, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials implements or appliances used in its performance or construction, or by or on account of any direct or indirect actor omission of passive or concurrent negligent act or omission by the Village of Irvington, or any of its employees, officers, or agents may have directly or indirectly caused or contributed thereto.

BIDDER/CONTRACTOR (Company Name) Cleaning Services of Hudson Valley, Inc.

ADDRESS 55 Ramapo Road, Suite 88  
Garnerville, NY 10923

  
\_\_\_\_\_  
(Signature)

German Dominguez  
\_\_\_\_\_  
(Print Name)

Vice-President  
\_\_\_\_\_  
(Title)

April, 2026  
\_\_\_\_\_  
(Dated)

**NOTARY:**

Subscribed and sworn to before me

this 20 day of April, 2026

Notary Public



**RAQUEL VENTURA**  
Notary Public, State of New York  
No. 01WE6340753  
Qualified in Rockland County  
Commission Expires April 25, 2028

Commission Expires April 25, 20\_\_\_\_  
Qualified in Rockland County  
No. 0148840753  
Notary Public, State of New York  
RAQUEL VENTURA

**BIDDING AND CONTRACT REQUIREMENTS**  
**WAGE AND HOUR LAWS AND PAYMENT**

**1. MINIMUM WAGE RATES**

- 1.1. The current minimum wage rates, health and welfare and pension fund contributions are as determined by the Industrial Commissioner of the State of New York in accordance with the provisions of Section 220 of the Labor Law.
- 1.2. All Contractors will be bound and obligated by the Laws of New York State to ensure payment to all workers involved with the construction of the Project and the current wage and benefits rates as published by the Labor Department are as set forth in the current wage schedules. Current wage schedules for Westchester County are available online at: <https://applications.labor.ny.gov/wpp/viewPrevailingWageSchedule.do>.

Please note that prevailing wage schedules are subject to change and are typically updated on July 1<sup>st</sup> of each year.

The Prevailing Rate Case Number for these contracts is: PRC# 2026900465 - Cleaning services

The filing of payrolls by the contractor (s) is a condition of payment. The Treasurer's Office will not remit payment until the required payrolls are filed.

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at [www.labor.state.ny.us](http://www.labor.state.ny.us). All changes line or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

## BIDDING AND CONTRACT REQUIREMENTS

### NON-DISCRIMINATION CLAUSE

During the performance of the Contract, the Contractor agrees as follows:

- (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, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority/Corporation 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. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.
- (b) At the request of the Authority/Corporation, 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.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this 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.

**RESOLUTION 2026-XXX  
AWARD OF CONTRACT FOR AUTO PARTS (#2026-13)**

Trustee            offered the following resolution, which was seconded by Trustee            , and adopted:

**WHEREAS**, four (4) sealed bids were received and opened on April 22, 2026 at 11AM in Village Hall as follows:

<b>Company</b>	<b>Discount Amount off Retail</b>
1. Red’s Garage 25 Midland Avenue Port Chester, NY 10573	5% discount
2. Advance Stores Co., Inc. d/b/a Advance Auto Parts 4200 Six Forks Road Raleigh, NC 27609	35% to 67% discount off list price
3. Parts Authority LLC 3 Dakota Drive, Suite 110 New Hyde Park, NY 11042	68% off of PA list price
4. United Auto Supply of Syracuse West, Inc. 1200 State Fair Boulevard Syracuse, NY 13209	70% off MSRP Per NYS contract #PC70841; Group 30310; Award 23362

**WHEREAS**, the Village Administrator reviewed the bids submitted and determined that all bids are responsive to the specifications; and

**WHEREAS**, the central garage needs to purchase parts for a variety of different vehicle makes and models, necessitating the designation of multiple suppliers; now therefore be it

**RESOLVED**, that the Village Administrator is authorized to execute a purchase contract for auto parts with each of the suppliers on the terms outlined above.

**RESOLUTION 2026-XXX  
AWARD OF CONTRACT FOR TREE REMOVAL, TREE PRUNING & STUMP GRINDING  
(#2026-14)**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_, and adopted:

**WHEREAS**, four (4) sealed bids were received and opened on April 22, 2026 at 11AM in Village Hall as follows:

<b>Company</b>	<b>Annual cost of one unit non-emergency basis</b>	<b>Annual cost for emergency basis</b>	<b>Annual cost of Stump grinder</b>	<b>TOTAL COST</b>
1. New England Property Maintenance, Inc. P.O. Box 224 Mahopac, NY 10541	\$77,500.00	\$15,500.00	\$7,500.00	\$100,500.00
2. Ramos & V Tree Services Inc. 401 Midland Terrace Yonkers, NY 10704	\$100,000.00	\$20,000.00	\$10,000.00	\$130,000.00
3. Condon Tree Service 116 Heath Place Hastings-on-Hudson, NY 10706	\$100,000.00	\$30,000.00	\$15,000.00	\$145,000.00
4. Kevin Downes Tree Service Co., Inc. 65 Royal Avenue Hawthorne, NJ 07506	\$156,250.00	\$48,000.00	\$24,000.00	\$228,250.00

**WHEREAS**, the Village Administrator reviewed the bids submitted and determined that the lowest bidder is in order and responsive to the specifications; and,

**WHEREAS**, if the lowest bidder is not responsive or unable to perform the necessary work, the second lowest bidder, Ramos & V Tree Services Inc. will be utilized; and,

**NOW THEREFORE BE IT RESOLVED**, that the Village Administrator is authorized to execute a purchase contract for tree removal, tree pruning and stump grinding with New England Property Maintenance, Inc. for the unit prices specified.

**RESOLUTION 2026-XXX  
AWARD OF CONTRACT FOR MISCELLANEOUS HARDWARE & SUPPLIES (#2026-15)**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_, and adopted:

**WHEREAS**, two (2) sealed bids were received and opened on April 22, 2026 at 11AM in Village Hall as follows:

- |    |   |  |
|----|---|--|
| 1. | Prime Tools & Gear LLC<br>d/b/a Irvington Hardware<br>81 Main Street<br>Irvington, NY 10533 | 10% for individual purchases<br>20% for bulk quantities<br>Special pricing for pallet form items |
| 2. | Readers Hardware<br>133 Main Street<br>Dobbs Ferry, NY 10522                                | 20% off general supplies<br>30% off gallon paint<br>Pallet pricing on select items               |

**WHEREAS**, the Village Administrator reviewed the bids submitted and determined that the bidders are in order and responsive to the specifications,

**NOW THEREFORE BE IT RESOLVED**, that the Village Administrator is authorized to execute a purchase contract for miscellaneous hardware and supplies with each of the suppliers on the terms outlined above.

**RESOLUTION 2026-XXX  
APPROVAL OF AGREEMENT WITH FIREMATIC SUPPLY CO., INC. FOR FIRE RESCUE  
TRUCK (#2026-35)**

Trustee            offered the following resolution, which was seconded by Trustee            , and adopted:

**RESOLVED** to approve a contract with Firematic Supply Co., Inc of East Yaphank, NY for the purchase of a new Pierce Enforcer heavy duty rescue truck to replace existing Rescue 49 apparatus at a cost of \$1,398,256.00; and

**BE IT FURTHER RESOLVED** that the funds for this expense will come from the Village's approved 2025-2026 capital budget.



## CONTRACT

**THIS AGREEMENT**, made by Firematic Supply Co., Inc., East Yaphank, NY, first party and Irvington Fire Dept located at, 90 Main St Irvington, NY 10533 by its authorized representative, second party.

**WITNESSETH:**

**First.** The said first party hereby agrees to furnish the apparatus and equipment according to the specifications referenced in Bid #1751 and to deliver the same as hereinafter provided.

**Second.** The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Firematic Proposal, the Firematic Proposal will prevail. The standard Pierce Manufacturing Warranty will apply.

**Third.** This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below, upon written approval of the second party.

**Fourth.** The said apparatus and equipment shall be ready for delivery from Appleton within about 1410 days after receipt and acceptance of this contract at the first party's office at East Yaphank, New York. Delays due to strikes, failures to obtain chassis, materials or other causes beyond its control not preventing, and shall deliver to said party of the second part at Irvington FD.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.**

**Fifth.** A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

**Sixth.** The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

One (1) new Pierce Enforcer heavy duty rescue per attached specs                   \$ 1,398,256.00  
Sourcewell #082025 contract was used in the pricing of this truck  
Price includes 1 factory trip and \$20,000 in tool mounting

---

Payment shall be made directly to first party at its, East Yaphank, New York, office. Under no circumstances shall payment be made to any other party except Firematic Supply Co, Inc.

Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at the Fire House of the second party.



Payment is due upon delivery and acceptance.

**Seventh.** In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination and a written report of such test forthwith delivered to the first party at its principal office at East Yaphank, New York. If no such test is to be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with customers specifications.

**Eighth.** It is agreed that the apparatus and equipment covered by this contract shall remain the property of the first party, until the entire contract price has been paid.

**Ninth.** This contract to be binding must be signed and approved by an officer of Firematic Supply Co, Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual written agreement signed by the parties.

**Tenth.** If the Producer Price Index of Components for Manufacturing [[www.bls.gov](http://www.bls.gov) Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price isn't accepted.

**IN WITNESS WHEREOF**, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed and attested by its authorized representatives dated on this day of 4/22/2026.

**FIREMATIC SUPPLY CO, INC.**

By \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

**Irvington Fire Dept**

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESOLUTION 2026-XXX  
APPROVAL OF AMENDED SUB-RECIPIENT AGREEMENT FOR BARNEY BROOK  
WATERSHED RESILIENCY PLANNING PROJECT**

Trustee                    offered the following resolution, which was seconded by Trustee                    , and adopted:

**RESOLVED** to approve the amended and re-started Sub-recipient agreement for the NY State Community Development Block Grant program related to the Barney Brook Watershed Resiliency Planning Project.

**NEW YORK STATE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
IDA PROGRAM**

**AMENDED AND RESTATED SUBRECIPIENT AGREEMENT  
Village of Irvington: Barney Brook Watershed Resiliency Planning  
Resilient Investments through Support and Capital (RISC)**

Project No. [RISC-IRV-BB]

**AMENDED AND RESTATED SUBRECIPIENT AGREEMENT**, made effective as of the [ 9 ]th day of [ April ], 2026 (“Effective Date”), between the Housing Trust Fund Corporation (“HTFC”), through the Office of Resilient Homes and Communities (“RHC” and, together with HTFC, the “Corporation”), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and the Village of Irvington (“Subrecipient”), a municipal corporation with offices at 85 Main Street, Irvington NY, 10533.

WITNESSETH:

**WHEREAS**, the Corporation and Subrecipient entered into a Community Development Block Grant Disaster Recovery (“CDBG-DR”) Subrecipient Agreement on August 15, 2024 (the “Agreement”), the terms of which govern Subrecipient’s receipt of funds from the State of New York’s CDBG-DR program to provide certain services for Barney Brook Watershed Resiliency Planning (the “Project”) through the Corporation’s Resilient Investments through Support and Capital program (the “Program”);

**WHEREAS**, at the time that the Corporation and Subrecipient (collectively, “Parties”) entered into the Agreement the Subrecipient’s overall budget was included, however, there was no additional specificity about the line-item budget or the scope of work;

**WHEREAS**, the Parties have now defined the scope of work and established a line-item budget and desire to amend the Agreement to reflect the same;

**WHEREAS**, due to the newly defined scope and the procurement of vendors the Parties desire to extend the period of performance of the Agreement by one (1) year from the initial Effective Date of this Agreement, August 15, 2024; and

**WHEREAS**, due to changes and updates to the CDBG-DR grant program and the applicable executive orders and regulations, the Parties desire to amend and restate the Agreement in its entirety.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties agree that the Agreement is amended and restated in its entirety as follows:

**NEW YORK STATE  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
IDA PROGRAM**

**SUBRECIPIENT AGREEMENT**

**Village of Irvington: Barney Brook Watershed Resiliency Planning  
Resilient Investments through Support and Capital (RISC)**

Project No. [RISC-IRV-BB]

**AGREEMENT**, made effective as of the [ 15 ]th day of [ August ], 2024 (“Initial Effective Date”), between the Housing Trust Fund Corporation (“HTFC”), through the Office of Resilient Homes and Communities (“RHC” and, together with HTFC, the “Corporation”), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and the Village of Irvington (“Subrecipient”), a municipal corporation with offices at 85 Main Street, Irvington NY, 10533.

**WHEREAS**, the United States Department of Housing and Urban Development (“HUD”) has allocated Community Development Block Grant Disaster Recovery (“CDBG-DR”) funding to the State of New York to support long-term recovery efforts in response to Hurricane Ida (FEMA DR-4615), through the publication of the Federal Register, Vol.87, No. 100, May 24, 2022, as may be amended, (“87 Fed. Reg. 31,636”), and Federal Register, Vol. 88, No. 11, January 18, 2023, as may be amended, (“88 Fed. Reg. 3,198” collectively with 87 Fed. Reg. 31,636 the “Federal Register”);

**WHEREAS**, this allocation was made available through the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L.117-43) approved September 30, 2021 (the Appropriations Act) and the Continuing Appropriations Act, 2023 (Pub. L. 117-180) approved September 30, 2022 (the “2023 Appropriations Act”); for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from a qualifying major disaster in 2020 or 2021 (Pub. L. 117-43), and 2021 and 2022 (Pub. L. 117-180) , subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD;

**WHEREAS**, pursuant to the CDBG-DR Grant Program and 87 Fed. Reg. 31,636, New York State (“the State”) has received an allocation of CDBG-DR funds from HUD in the amount of \$41,262,000;

**WHEREAS**, pursuant to the CDBG-DR Grant Program and 88 Fed. Reg. 3,198, the State has received a second allocation of CDBG-DR funds from HUD in the amount of \$26,966,000;

**WHEREAS**, the State has established the Resilient Investments through Support and Capital (“the Program”) to provide grant funding to provide certain pre-development and planning

services in support of the State of New York's recovery efforts following Hurricane Ida;

**WHEREAS**, HUD allows CDBG-DR funds to be utilized to assist eligible applicants (as defined below) in recovery if such project(s) are directly impacted by the Hurricane Ida Storm, meets a national objective, and is otherwise an eligible activity under HUD's CDBG-DR program;

**WHEREAS**, eligible applicants are units of local/county government; state agencies and authorities; soil and water conservation districts; public schools (K-12) and universities; first responders, including volunteer fire and EMS districts; and not-for-profit entities eligible to receive federal funds and capable of completing work in one or more eligible counties (Dutchess, Nassau, Orange, Rockland, Suffolk, and Westchester Counties);

**WHEREAS**, Subrecipient has applied to the Corporation for CDBG-DR funds to finance an eligible project, as described in Subrecipient's CDBG-DR grant application for Barney Brook Watershed Resiliency Planning (the "Project"); and

**WHEREAS**, the Corporation has selected Subrecipient to implement the eligible CDBG-DR activities described herein;

**NOW, THEREFORE**, the Corporation and the Subrecipient ("the Parties") agree that the Grant Funds (as defined below) will be administered in accordance with the following terms and conditions:

**1. Contents of Agreement.**

The following documents are incorporated by reference into this Agreement as if fully set out herein: (a) the Sub-recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; (b) the Corporation's Hurricane Ida Program Policies and Procedures and its Program Guidelines (as now in effect and as may be revised from time to time); (c) applicable Federal and State law and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; (d) amended Schedule A "Scope of Work"; amended Schedule B "Awarded Budget"; Schedule C "Special Conditions"; Schedule D "Period of Affordability"; Schedule E "Federal Award Information"; and Appendix I "Equal Opportunity Requirements", attached hereto.

The Subrecipient shall thoroughly familiarize itself with the nature and scope of the Scope of Services under this Agreement ("Services") and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. "Law"

shall mean all existing and future Federal, State, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders of any governmental authority, entity, or agency whether Federal, State, municipal, local, or other government body or subdivision, including the regulations governing CDBG-DR funds and the requirements for contracting with the State of New York. Any failure by the Subrecipient to thoroughly familiarize itself with and understand such matters shall not relieve the Subrecipient of its obligations under this Agreement. Changes in Law which require changes in the Services, or in Subrecipient's means and methods, shall not entitle Subrecipient to any adjustment in the Price. For the avoidance of doubt, a change in Law shall include a change in the interpretation or administration of any Law, administrative protocols or procedures.

## **2. Subrecipient Program.**

The Corporation will obligate CDBG-DR funding for, and Subrecipient will be responsible for performing, the activities detailed in the application submitted to the Corporation. Such funding is provided to meet a National Objective in accordance with 24 CFR Part 570 and the Federal Register and to provide the services as set forth in Schedule A.

### **A. Project Acceptance.**

The Project budget set forth in this agreement specifies allowable funding for administrative costs, program delivery costs, and/or project costs. The Subrecipient shall not engage in, or in any way commit funding for, through a contract or other mechanism, construction or any other activities that could have an environmental impact or limit the choice of reasonable alternatives to the proposed project ("Restricted Activities").

Prior to undergoing Environmental Review and receiving Authority to Use Grant Funds (each as defined below), the schedule for a proposed project set forth in Schedule A shall provide, with reasonable specificity, a proposed schedule for the proposed project as well as a description and schedule for activities proposed to be conducted in each phase of the proposed project.

B. Environmental Review.

This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). Corporation environmental clearance must be secured prior to any choice limiting action, as defined by HUD, including but not limited to, site acquisition, tree or brush clearing, soil preparations, demolition, asbestos abatement, or any construction activities. Clearance will not be issued until:

- a. the Corporation has completed a county-wide Tier 1 environmental review;
- b. the Subrecipient has certified on the HUD Request for Release of Funds prepared by the Corporation that it will comply with any conditions to address issues in the environmental review (if applicable, not expected to be needed for this Program as Program activities will likely be classified as Categorically Excluded per 24 CFR 58.35(b));
- c. a Request for Release of Funds has been approved by HUD (if applicable, not expected to be needed for this Program as Program activities will likely be classified as Categorically Excluded per 24 CFR 58.35(b));
- d. the Subrecipient has completed the template site-specific Tier 2 documentation and submitted to the Corporation for approval (if applicable, Tier 2 documentation will only be required for some activities in some counties as to be determined); and
- e. the Corporation issues a county-wide, program-wide clearance for particular activities or, where further Tier 2 documentation is required, a site-specific clearance letter stating that the federally required review per the National Environmental Policy Review Act (NEPA), as applicable, is complete, for that specific site.

As this program allows for reimbursements per Section 104 of the Housing and Community Development Act the reimbursement costs will not be released until a Tier 2 demonstrating compliance with reimbursement requirements is approved by the Corporation, as applicable.

The Subrecipient shall cooperate and provide any analysis or information reasonably

requested by the Corporation to conduct the Environmental Review for the proposed project. The Subrecipient is required to comply and cooperate with the Corporation in meeting all terms and conditions under this Agreement including but not limited to obtaining the 'Authority to Use Grant Funds' and submit the first request for funds to Corporation within 180 days of the date of the effective date of this Agreement.

Upon completion of the Environmental Review, the Corporation may: (i) upon HUD's issuance of the Authority to Use Grant Funds for a proposed project, initiate the proposed project; (ii) approve an alternative or modified project identified through the Environmental Review Process and, notwithstanding anything to the contrary contained in the Agreement, unilaterally adjust the Grant Funds amount accordingly; or (iii) cancel the project and, notwithstanding anything to the contrary contained in the Agreement, unilaterally reduce the Grant Funds by an amount equal to the amount otherwise allocated to construction or other implementation phase of the proposed project.

Subrecipient shall not be reimbursed for any costs until all environmental conditions of 24 CFR Part 58 have been fully satisfied and Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b), as pre-determined by the Corporation.

Environmental Review will consist of two tiers. Tier 1 will be conducted by the Corporation and generate a Tier 2 template. If further Tier 2 review is required for project activities, that must be completed by the Subrecipient or its designee and submitted to the Corporation for approval prior to any Choice Limiting Actions related to the site that is the subject of the Tier 2 review. Following the completion of the Tier 1 Environmental Review and approval of the proposed project's initiation, the Corporation will notify the Subrecipient in writing ("Clearance Letter") that Subrecipient may commit funds for activities necessary for program implementation. However, site specific activities cannot commence until the Subrecipient has prepared and submitted, and the Corporation has approved, the Tier 2 review for a particular site. The Corporation will notify the

Subrecipient in writing of Tier 2 approvals.

C. Project Phase.

If construction/implementation is authorized by the Corporation in the Clearance Letter, Subrecipient must comply with any and all conditions or required mitigation set forth in the Environmental Review documents, and shall document compliance with such measures, as well as any permit requirements, or other applicable requirements of Federal and State environmental laws, including worker health and safety requirements.

The Subrecipient shall provide reports to the Corporation to document compliance with the requirements referenced above for the entirety of the construction phase, including any and all pre-occupancy or final clearance items.

If a proposed project is not completed as described and in accordance with the environmental clearance issued by the Corporation, program delivery and project costs are not eligible costs as there is no CDBG-DR eligible activity. Costs incurred and funds disbursed for projects that are found ineligible are subject to repayment/recapture. .

The Subrecipient shall comply with the terms of the Special Conditions of this Agreement, as set forth herein as Schedule C. Tasks and deliverables must be conducted in a manner satisfactory to the Corporation and in compliance with applicable Federal and State requirements, laws, and regulations. In the event the Corporation's funds do not cover 100% of the agreed upon budget (see Section 4 Budget) for the Subrecipient Program Description, Subrecipient must identify committed supplemental funding. Substandard performance or any election by Subrecipient to discontinue work, as reasonably determined by the Corporation in its sole discretion, will constitute noncompliance with this Agreement. If Subrecipient does not take action to correct such substandard performance or discontinuance of work within a reasonable period of time (as determined by the Corporation) after being notified by the Corporation, the Corporation may choose (a) not to reimburse Subrecipient for noncompliant and/or unallowable work, (b) take action to suspend or terminate this Agreement, (c) recapture awarded funds, or (d) other actions as permitted under applicable law. Nothing in this

Agreement shall waive or otherwise limit the actions the Corporation may take or the remedies the Corporation may seek as a result of any noncompliance by Subrecipient, including but not limited to suspending or debarring Subrecipient from future State benefits.

**D. Supervision of Services.**

The Subrecipient shall perform the Scope of Services contained herein in a diligent, safe and workmanlike manner that conforms to generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Scope of Services. The Subrecipient will perform work under this Agreement by competent personnel under the management, supervision, and direction or employment of the Subrecipient.

Corporation may, upon reasonable prior notification, call meetings which shall be attended by representatives of the Subrecipient. Subrecipient will cooperate with Corporation at all times during the performance of the Scope of Services and promptly review and act upon, as is commercially reasonable, all Corporation recommendations and proposals. Subrecipient will cooperate with Corporation in promptly completing and submitting all documents and records required by Corporation or other authorized representative of Corporation or the State of New York and otherwise comply with all applicable orders, administrative rules, regulations and procedures of Corporation for the proper administration of the Services.

**3. Term.**

The period of performance for all activities (with the exception of those activities required for the close-out and final audit) assisted pursuant to this Agreement shall commence as of the initial date of this Agreement (“Initial Effective Date”) and shall end two (2) years from the “Initial Effective Date” (“Initial Term”). Thereafter, at Corporation’s sole discretion, Corporation may exercise up to two (1) one-year extensions (“Extension Terms”), at additional cost to Corporation based upon costs to be negotiated, not to exceed a total of four (4) years (inclusive of the Initial Term and all Extension Terms). However, under no circumstances shall the term of this Agreement exceed the period of performance of the

grant agreement between HUD and the Corporation. Any extensions of this Agreement shall be mutually agreed to by the Parties in writing through an amendment to the Agreement. Any funds not properly used by the end of the term, including Program Income (as defined herein), unless approved otherwise in writing by the Corporation, promptly shall be remitted, in full and without off-set or deduction, to the Corporation. If approved in writing by the Corporation, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG-DR funds or other CDBG-DR assets, including Program Income.

#### **4. Budget.**

Subrecipient's budget for the activities detailed in the Subrecipient Program Description is set forth in **Schedule B** "Awarded Budget". The Corporation may also require additional budget information, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Corporation. Any change to budgeted amounts must be approved in writing by the Corporation before such changes are allowed and reimbursable.

#### **5. Grant Funds.**

A. It is expressly agreed and understood that the total amount to be paid by the Corporation under this Agreement shall not exceed Two-Hundred Thousand and 00/100 [\$200,000.00] Dollars ("Grant Funds"). Subrecipient shall under no circumstances exceed the total Grant Funds amount without a properly and fully executed amendment placed against this Agreement. Corporation will not be obligated to remit payment to the Subrecipient for any fees or expenses (including termination costs and reimbursements) if to do so would exceed the total Grant Funds amount, and Subrecipient shall not be obligated to continue performance if to do so would cause the Subrecipient's fees to exceed the Grant Funds amount, unless and until an amendment is executed.

B. The amount of Grant Funds that the Corporation has agreed to provide Subrecipient under this Agreement is expressly conditioned upon the Corporation's receipt of such funds from HUD pursuant to the 2023 Appropriations Act. The Corporation reserves the right to reduce the Grant Funds if funding from HUD is not

provided at the currently anticipated levels and/or if the actual costs for the approved activities are less than those set forth in the Budget.

C. In the event Subrecipient is awarded, granted, or provided with additional funds from any other source, which includes funds that Subrecipient uses or intends to use to fund, in part or in whole, programs, projects or activities contemplated by this Agreement or any subsequent amendment hereto, Subrecipient shall immediately notify the Corporation of such funds, the amount, the source, and the conditions for their use. Subrecipient further agrees to provide any additional information the Corporation requests related to such funds.

D. The Subrecipient may not engage in, or in any way commit funding for, a contract or other mechanism, construction work, real estate acquisition, or any other activities that could have an environmental impact or limit the choice of reasonable alternatives to the proposed project until Subrecipient has received the Authority to Use Grant Funds.

**6. Disbursement of Grant Funds; Duplication of Benefits.**

A. Subrecipient is required to submit requests for Grant Funds in accordance with the provisions of this Agreement, program guidelines, and the program policy and procedures which are established by the Corporation. No payment by the Corporation of an improper, unauthorized, or unallowable request shall constitute a waiver of the Corporation's right, whether before, during, or after making any payment, to: (a) challenge the validity of such payment; (b) enforce all rights and remedies set forth in this Agreement or provided under applicable law; (c) require and receive a full repayment or refund of all payments made under this Agreement; or (d) take corrective or remedial administrative action including, without limitation, suspension or termination of Subrecipient's funding under this Agreement.

B. Subrecipient shall certify in a statement made by a senior official with each request for Grant Funds that to the best of his or her knowledge, based on the information available to Subrecipient at the time and after making due inquiry, that: (a) all statements and representations previously made regarding this Agreement are correct and complete; and (b) the funds do not duplicate reimbursement of costs and services from any other source. Subrecipient will be responsible for verifying potential Duplication of Benefits amounts using procedures promulgated by the Corporation. The Corporation

shall provide Subrecipient access to data feeds from potentially duplicative sources (e.g., FEMA/SBA) for each eligible homeowner, which Subrecipient shall consult for each eligible homeowner. Subrecipient shall utilize the information received from such data feeds, a written certification of the homeowner, and proper execution of the procedures promulgated by the Corporation in making its certification verifying regarding duplication of benefits. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in the Federal Registers. Specifically, Section 312 prohibits any person, business concern, or other entity from receiving “any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source.” 42 USC 5155 (a). A duplication occurs when Federal financial assistance is provided to a beneficiary to address losses resulting from a Federally declared emergency or disaster, and the beneficiary has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. The amount of the duplication is the amount of assistance provided in excess of need.

C. The use of Grant Funds is conditioned upon Subrecipient incurring allowable costs permitted under the terms of this Agreement or as otherwise pre-approved, in writing, by the Corporation.

D. In the event applicable State or Federal Government authorities disallow any of the costs incurred by Subrecipient, Subrecipient shall immediately remit any funds received by Subrecipient for the unallowable costs to the Corporation. Subrecipient may request, and the Corporation shall reasonably consider, Subrecipient’s request, that the Corporation challenge the State or Federal determination and pursue other legal recourse to secure these funds; however, the Corporation maintains the sole discretion in deciding whether to pursue such funds and may request that Subrecipient pay any costs associated with such effort, and may require that Subrecipient return the questioned funds until a final outcome is reached.

E. To ensure compliance with Section 508 of the Housing and Community

Development Act (“HCD Act”), units of general local government applying for or receiving CDBG-DR funds from the State must provide citizens with adequate opportunity to participate in the planning, implementation, and assessment of the CDBG-DR program. Any such UGLG must provide adequate information to citizens, obtain views and proposals of citizens, and provide opportunity to comment on the UGLG’s previous community development performance.

## **7. General Conditions.**

### **A. Compliance; Monitoring.**

Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD’s regulations concerning Community Development Block Grants), and the Federal Register, including any regulations referenced therein except:

- a. Subrecipient does not assume Corporation’s environmental responsibilities described in 24 CFR 570.604; and
- b. Subrecipient does not assume Corporation’s responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notices published by HUD (“HUD Notices”), including but not limited to those published on May 24, 2022, Federal Register, Vol.87, No. 100, (“87 Fed. Reg. 31,636”), as may be amended, and January 18, 2023, Federal Register, Vol. 88, No. 11, (“88 Fed. Reg. 3,198”) as may be amended, such requirements, including any regulations referenced therein, shall apply.

Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, HUD notices, policies, and guidelines, including those of the Corporation, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD notices, policies, and guidelines shall control, and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein

to remain valid and consistent with such Federal, State, and local laws, regulations, HUD notices, policies and guidelines. In the event of a conflict between the Federal, State and local laws, the most restrictive law will apply. Subrecipient further agrees to utilize Grant Funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Corporation will monitor the performance of Subrecipient in accordance with regulations of Subrecipient Monitoring and Management, 2 CFR 200.331 through 2 CFR 200.333, to ensure compliance with all of the requirements of this Agreement and the goals and performance standards as stated in this Agreement and the Subrecipient Program Description. Subrecipient shall provide the Corporation all necessary reporting information as required by Corporation. Substandard performance as determined by the Corporation will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within the frame specified by the Corporation, the Corporation may impose additional conditions on Subrecipient and its use of CDBG-DR funds consistent with 2 CFR 200.208, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.339.

B. Drug-Free Workplace.

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

C. Independent Contractor.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Subrecipient shall at all times remain an “independent contractor” with respect to the efforts to be performed under this Agreement. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, Workers’ Compensation Insurance, Disability Insurance, and Paid Family Leave Benefits Law Insurance, on behalf of Subrecipient and its employees and

subcontractors, as Subrecipient is an independent entity. Subrecipient shall provide evidence that it maintains all such coverages as required by State and Federal laws, and by this Agreement.

D. Hold Harmless.

To the fullest extent permitted by law, Subrecipient shall and hereby agrees to hold harmless, defend (with counsel acceptable to the Corporation) and indemnify the Corporation and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, any infringement of copyright, royalty, or other proprietary rights in consequence of any design(s) created and/or specifications prepared in accordance with the Agreement or Scope of Services, any injuries or damages resulting from defects, malfunction, misuse, etcetera of Subrecipient-provided equipment or materials, and losses of any form or nature arising from or related to the conduct (including any acts, omissions, malfeasance, negligence, or willful misconduct) of Subrecipient or its employees or subcontractors or anyone under Subrecipient's direction or control or for whose acts or omissions Subrecipient may be deemed responsible or liable ("Subrecipient Staff"), in the performance of the efforts called for in this Agreement, but only, in any case, to the extent caused by the acts, omissions, or negligence of the Subrecipient Staff. This indemnity shall expressly include, but is not limited to, the obligation of Subrecipient to indemnify and reimburse the Corporation for any and all reasonable attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the Corporation's enforcement of this Agreement or any portion thereof against Subrecipient or otherwise arising in connection with Subrecipient including, but not limited to, Subrecipient's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

E. Non-Liability.

Nothing contained in this Agreement or elsewhere shall impose any liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

F. Statute of Limitations.

No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.

G. Insurance.

a. During the Term, and any Extension Terms, the Subrecipient shall take all adequate measures to safeguard against the risk of liability for damages and/or injuries or death of employees of the Subrecipient, contractors and subcontractors, and of any other persons. Prior to the commencement of work, and prior to any expiration or anniversary of any respective insurance policy terms, the Subrecipient shall provide the Corporation with insurance certificates evidencing the following insurance types and limits:

1. comprehensive general liability coverage in a minimum amount of one million dollars per occurrence and two million dollars aggregate naming the Corporation and the State of New York as “additional insureds”;
2. excess or umbrella insurance in the amount of one million dollars per occurrence and two million dollars aggregate, naming the Corporation and the State of New York as “additional insureds”;
3. Comprehensive Automobile Liability insurance (if applicable) in the amount specified by the Corporation;
4. Property insurance (if applicable);
5. crime/fidelity coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the Corporation as loss payee; and
6. statutory Workers Compensation, Disability, and Paid Family Leave Benefits Insurance covering employers’ liability, workers compensation coverage, disability benefits coverage, and paid family leave coverage as required by the provisions of the Workers Compensation Law (WCL) of the State of New York.

The general liability and excess insurance policies shall be written on an occurrence basis and shall apply on a primary, non-contributory basis irrespective of any other insurance whether collectible or not. All insurance policies shall be procured and maintained with New York State licensed carriers of insurance.

Subrecipient will furnish to Corporation certificates of insurance evidencing all required insurance prior to the commencement of work. Further, Subrecipient will provide copies of the full and complete policies, with all endorsements, to Corporation upon its request but no later than prior to the first disbursement of funds.

It is understood and agreed that neither the purchase nor maintenance of any type of insurance by Subrecipient or its subcontractors shall in any way be construed or deemed to limit, discharge, waive or release Subrecipient or any subcontractors of any tier from any of the obligations or risks accepted by them, or to be a limitation on the nature or extent of said obligations and risks.

Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein; the Subrecipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Subrecipient may not cancel, terminate, or fail to renew any insurance policy required herein, unless and until the Subrecipient has received the Corporation's written consent thereto. Failure to purchase and maintain adequate or proper certification of insurance, specifically including Corporation and the State of New York as "additional insureds" shall be deemed a breach of contract.

An ACORD Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers' Compensation Insurance, Disability Benefits Insurance, and Paid Family Leave Benefits Insurance.

Notwithstanding the above, for construction or facility improvement performed by Subrecipient, Subrecipient shall, at a minimum, comply with the bonding requirements at 2 CFR Part 200, subpart D.

H. Corporation Recognition.

If requested by the Corporation, Subrecipient shall ensure recognition of the role of HUD and the Corporation in providing funding, services, and efforts through this Agreement. If requested by the Corporation, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the role of HUD and of the Corporation. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The Corporation reserves the right to direct specific reasonable requirements on a case-by-case basis, including but not limited to, the size and content, waiver, removal or addition of such recognition.

I. Amendments.

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing by a duly authorized representative of each Party, and approved by the Corporation's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. The Corporation may, in its sole discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the Grant Funds or the Subrecipient Program Description or extend the Term of this Agreement, such modifications will be incorporated in a written amendment signed by the Parties.

The Corporation may, at its sole discretion, provide need-based awards to commit additional grant funds specifically for the continuance or expansion of CDBG-DR eligible activities. The Corporation may, at its sole discretion, also provide multi-year grant agreements based on the Corporation's available CDBG-DR funds. Additional funds are subject to board approval.

J. Suspension or Termination from Event of Default.

a. The Corporation may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement or if an Event of Default, as defined below, shall occur. In such cases, all obligations on the part of the Corporation to make any further payment of Grant Funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment(s).

b. The following shall constitute an Event of Default hereunder: (a) if the Subrecipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; (b) if at any time any presentation or warranty made by the Subrecipient shall be incorrect or materially misleading; (c) if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; (d) if the Subrecipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; (e) if the Subrecipient has failed to commence or complete the Project for any reason except those beyond Subrecipient's control within the Term of the agreement; (f) ineffective or improper use of funds provided under this Agreement; (g) submission by Subrecipient to the Corporation of reports that are untimely, incorrect, or incomplete in any material respect; or (h) Subrecipient is found to be non-responsible (as defined below in subsection K).

c. Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either

concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: (a) terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice, and the notice must provide the determination and the reason for termination together with the date on which the termination shall take effect and any other notifications as required under 2 CFR part 200, subpart D.; (b) commence a legal or equitable action to enforce performance of this Agreement; (c) withhold or suspend payment of Grant Funds; (d) exercise any corrective or remedial action to include, but not be limited to, advising the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Subrecipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose; or (e) require repayment of Grant Funds in whole or in part.

d. In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Subrecipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Subrecipient shall immediately (no later than thirty (30) days after date of termination) be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Subrecipient prior to such termination. Notwithstanding any such termination or closeout, the Subrecipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Subrecipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended, or used in an unauthorized manner or for an unauthorized purpose.

1. The Corporation may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

e. This Agreement may also be terminated for convenience by the Corporation, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Corporation determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Corporation may terminate and recapture the award in its entirety.

1. This Agreement may also be terminated in whole or in part by either the Corporation or the Subrecipient, or based upon agreement by both the Corporation and the Subrecipient in accordance with the requirements in 2 CFR part 200, subpart D.

f. In the event that the Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under this Agreement shall become Corporation's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to Corporation for damages sustained by Corporation, by virtue of any breach of the Agreement by the Subrecipient, and Corporation may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due Corporation from the Subrecipient is determined.

K. Notice of Investigation or Default.

The Subrecipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of

a. the commencement of any investigation or audit of its activities by any

governmental agency;

b. the alleged default by the Subrecipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Project; or

c. the allegation of ineligible activities, misuse of the project funds, or failure to comply with the terms of the Subrecipient's approved application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the project funds for a reasonable period of time while it conducts a review of the Project's activities and expenditures.

L. Vendor Responsibility.

Pursuant to State Finance Law Section 163 (9)(f) and N.Y. Comp. Codes R. & Regs. Tit. 9 § 8.192 and N.Y. Comp. Codes R. & Regs. Tit. 9 § 9.6, the Corporation must determine the entity with which they contract to be a responsible entity. Subrecipient must be found to be responsible at the time of award and must remain responsible throughout the Term and any Extended Terms of the Agreement. If requested by the Corporation, Subrecipient agrees to present evidence of its status as a responsible entity. In the event of failure to produce requested documents or failure of the Corporation's responsibility review to produce a positive finding of responsibility, the Corporation reserves the right to suspend work under this Agreement. The Corporation is authorized to terminate this Agreement for cause upon a determination that the Subrecipient is non-responsible.

M. Access to Records.

Subrecipient shall furnish, and shall cause each of its own sub-subrecipients, contractors and subcontractors to furnish within a reasonable time, all information and reports required hereunder and will permit access to its books, records, and accounts by Corporation, HUD or its agent, the Comptroller General of the United States, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

N. Ownership and Use of Documents.

a. The Subrecipient agrees that all plans, specifications, drawings and other documents of any kind whatsoever, and in whatever medium expressed,

prepared by the Subrecipient pursuant to this Agreement, and all rights therein (including trademarks, trade names, rights of use, copyrights and/or other proprietary rights shall be jointly owned property of Corporation and the Subrecipient (whether or not Corporation or the Subrecipient terminates this Agreement for any reason whatsoever).

b. Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with this Agreement is not to be construed as publication in derogation of Corporation's rights. For the avoidance of doubt, Corporation and Subrecipient shall own all right, title, and interest in and to all documents, as well as all other physical deliverables (including models, renderings, and other presentation materials) prepared and/or furnished by Subrecipient to Corporation pursuant to the Agreement. Except as expressly provided in this Agreement, the use (or distribution) of any material relating to this Agreement does not require consent of either party.

c. This Section shall survive the termination or expiration of this Agreement.

O. Subrecipient Representations and Warranties.

The Subrecipient represents, covenants and warrants that:

A. Subrecipient is a company in good standing and qualified to carry on business in the State of New York and has the approval, capacity, and authority to enter into this Agreement and to perform the obligations of the Subrecipient under this Agreement;

B. This Agreement does not in any way conflict with any other agreements of the Subrecipient;

C. The Subrecipient possesses the business, professional, and technical expertise, and training required to perform the Services;

D. The Subrecipient has or shall obtain, or cause to be obtained, all personnel necessary, with appropriate education, experience and expertise, to undertake and provide the Services in a manner satisfactory to Corporation;

E. The Subrecipient possesses the equipment, facilities, and employees to perform the obligations under this Agreement;

F. The Subrecipient and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the Term and any Extended Terms of the Agreement, all material permits, licenses, certificates, or approvals required by applicable Law necessary to perform the Services; and

G. That all documents, including, but not limited to, invoices, billings, back-up information for invoices, and reports submitted by the Subrecipient to Corporation in connection with the Services are complete and accurate to the best of the knowledge of the Subrecipient. The Subrecipient represents that Corporation, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Subrecipient agrees to promptly notify Corporation upon discovery of any instances where the Subrecipient becomes aware of any discrepancies in relation to documents under this Section.

## **8. Administrative Requirements.**

### **A. Financial Management.**

#### **a. Accounting Standards.**

Subrecipient agrees to comply with 2 CFR Part 200, as modified by 24 CFR 570.502, and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **b. Cost Principles.**

Subrecipient shall administer the program in conformance with 2 CFR Part 200, subpart E, as applicable to “Cost Principles for State, Local, and Indian Tribal Governments” (formerly OMB Circular A-87), “Cost Principles for Non-profit Organizations” (formerly A-122), “Cost Principles for Educational Institutions” (formerly A-21). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis (if allowed). All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement, except for the following:

1. Depreciation methods for fixed assets shall not be changed without

the approval of the Federal cognizant agency.

2. Fines penalties, damages, and other settlements are unallowable costs to the CDBG-DR program.
3. Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);
4. Organization costs (2 CFR 200.455); and
5. Pre-Award Costs, as limited by this agreement.

c. Inspection and Acceptance.

Subrecipient shall only tender for acceptance those items that conform to the requirements of this Agreement. Corporation reserves the right to inspect or test any deliverables or Services that have been tendered for acceptance and may require re-performance of nonconforming Services. If reperformance will not correct the defects or is not possible, Corporation may seek adequate consideration for acceptance of nonconforming Services. Corporation must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered.

d. Payment Process and Accounting Procedures.

1. Payment for all Services shall be made in United States currency.
2. Payment will be made upon receipt of an accurate and complete invoice from the Subrecipient for Services rendered. Corporation reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented.
3. Subrecipient is solely responsible for all of its costs and any other expenses necessarily and incidentally incurred in order to complete the Services.
4. All amounts paid by Corporation to the Subrecipient are subject to audit by the Corporation.

5. Payment received hereunder shall be the full and complete satisfaction of any and every claim resulting from the approved items in any invoice.

6. Corporation's payment of all or a part of an invoice shall neither relieve the Subrecipient of any of its obligations under this Agreement nor constitute a waiver of any claims by Corporation.

B. Documentation and Record Keeping.

a. Records to Be Maintained.

Subrecipient shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in: (a) 24 CFR Part 200; (b) 24 CFR 570.506; and (c) the Federal Register and all other applicable HUD notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by the Corporation. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program as modified by the Federal Registers;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds, as applicable;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program, as applicable;
6. Financial records as required by (1) 24 CFR 570.502; and (2) 24 CFR Part 200; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

At a minimum, Subrecipient shall maintain records required by 24 CFR 570.506 as if the requirements in 24 CFR 570.506 were directly imposed upon Subrecipient and additionally include any recordkeeping requirements imposed

by the Federal Registers.

b. Retention and Transmission of Records

Prior to closeout of this agreement, the Subrecipient must transmit to the Corporation records sufficient for the Corporation to demonstrate that all costs under this agreement met the requirements of the Federal award.

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for seven (7) years following the final disbursement of the Grant Funds. However, no records, supporting documents, statistical records and all other records may be destroyed without receiving written consent from HTFC, which shall not occur, for Subrecipients who are units of local government, sooner than three (3) years from closeout of the HUD grant. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the retention period, then all such records must be retained until completion of the actions and resolution of all issues, or the retention period, whichever occurs later.

The preceding requirement is, however, subject to the following exceptions:

1. Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this agreement must be retained for 3 years after final disposition;
2. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
3. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
4. When the Subrecipient is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.18, the oversight agency for audit

as defined in 2 CFR 200.73, the cognizant agency for indirect costs as defined in 2 CFR 200.19, or the Corporation, the Subrecipient shall extend the retention period consistent with the notification;

5. When records are transferred to or maintained by HUD or the Corporation, the 3-year retention requirement is not applicable to the Subrecipient;

6. If the Corporation is required to report on program income after the period of performance. The retention period for the records pertaining to the earning of the program income (as defined in this agreement) starts from the end of the Corporation's fiscal year in which the program income is earned; and

7. For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:

8. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Corporation) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

9. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Corporation) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year r (or other accounting period) covered by the proposal, plan, or other computation.

c. Data.

Subrecipient shall maintain data for efforts provided as required by the Corporation. Such data may include, but is not limited to, name, racial, ethnic, and gender characteristics, address, income level or other basis for determining

eligibility, and description of service provided. Such information shall be made available to applicable federal authorities, Corporation monitors, or their designees for review upon request. The Subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the Corporation designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Subrecipient shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.

d. Disclosure.

Subrecipient understands that data collected under this Agreement is private and confidential and that the use or disclosure of such information, when not directly connected with the administration of the Parties' responsibilities with respect to efforts provided under this Agreement, are subject to the provisions of Article 6-A, "Personal Privacy Protection Law", of the New York State Public Officers Law, as well as all other applicable State and Federal privacy laws (e.g., the Federal Privacy Act, 5 U.S.C. § 552a). In accordance with 2 CFR Part 303(e), Subrecipient shall take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.

e. Close-out.

Subrecipient's obligation to the Corporation shall not end until all close-out requirements are completed. Close-out activities and requirements are subject to: (a) 2 CFR Part 200 (and in particular 200.344 Closeout); (b) 24 CFR 570.509; and (c) applicable HUD notices. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of assets (including the return, of all unused materials, equipment, properly addressing

Program Income balances, and accounts receivable to the Corporation), determining the custodianship of records, and Subrecipient certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG-DR funds, including Program Income.

Upon the expiration of this agreement, the Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

f. Audits, Inspections, and Monitoring.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Corporation, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient must submit to monitoring of its activities by the Corporation as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement. This review must include: (1) reviewing financial and performance reports required by the Corporation; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Corporation detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Corporation as required by 2 CFR §200.521.

Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after notification of such deficiencies is received by

Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments and/or termination. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Corporation policy concerning Subrecipient audits and 2 CFR Part 200, subpart F.

g. Procurement and Contractor Oversight.

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement.

The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 CFR 570.489(I). CDBG-DR funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this Agreement and shall ensure the following: (a) that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement; (b) that all subrecipient agreements are compliant with 2 CFR Part 200 Appendix II and contain all clauses required by Federal statutes, executive orders, and implementing regulations; (c) all private contracts include all clauses required by Federal statutes, executive orders, and implementing regulations (24 CFR 570.487, 24 CFR 570.489); and (d) as applicable, shall review and revise any existing agreements that may already be in place, before utilizing and amending them for CDBG-DR program administration.

Corporation must impose any additional requirements on procurements and

contractors that may be required by the statute appropriating the CDBG-DR funds or the Federal Register notices governing the CDBG-DR funds. These may include alternative requirements that impose additional requirements on 2 CFR 200.317 through 200.327 and 24 CFR 570.489(g) to ensure all contracts and agreements (with subrecipients, recipients, and contractors) clearly state the period of performance or date of completion, incorporate performance requirements and liquidated damages into each procured contract or agreement, or other similar contract oversight provisions. They also may include limitations on the types of procurements for administrative responsibilities, or reporting requirements that all procurements be posted on the Corporation 's website.

h. Property Standards.

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j), as applicable, (imposing 24 CFR §5.109 requirements regarding disposition and change in use of real property by a faith-based organization).

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), and except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements,” may affect ownership in inventions.

i. Federal Funding Accountability and Transparency Act (FFATA).

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Corporation must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and

must have a Data Universal Numbering System (DUNS) number. The Corporation must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

**9. Reporting and Payment Procedures.**

**A. Program Income and Other Assets.**

Program Income is defined as the gross income, which includes principal and interest, of the Subrecipient or its sub-subrecipients<sup>1</sup> that was generated from the use of CDBG-DR funds when such total exceeds \$35,000, as that term is defined in section III.E of Appendix B of HUD Notice 87 Fed. Reg. 31,636 (May 24, 2022, as may be amended by HUD). When the income is generated by an activity that is only partially funded with CDBG-DR funds, the income must be prorated to reflect the percentage of CDBG-DR used.

The gross income from the CDBG-DR funds must be accumulated in a separate local account. If during the State's fiscal year (April 1 - March 31), the gross income does not exceed \$35,000, the funds are considered miscellaneous revenue and may be retained by Subrecipient and moved to its general account at the end of the State's fiscal year. However, prior to moving the funds to the general account, Subrecipient must submit the account bank settlements to the Corporation, for the State's fiscal year, to demonstrate that the gross income did not exceed \$35,000, at which time the Corporation may provide written approval to transfer. However, if during the State's fiscal year, the gross income exceeds \$35,000, then all funds received, including the initial \$35,000, are considered Program Income and must be returned to the Corporation at the end of the State's fiscal year with a required annual Program Income Report. Nevertheless, no Program Income may be directly disbursed to activities by Subrecipient or its sub-subrecipients without HTFC written consent.

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<sup>1</sup> As used herein, a “sub-subrecipient” refers to all subrecipients that are lower-tiered than the Subrecipient that is a signatory to this Agreement.

Gross income accrued after the grant has been closed out by HTFC may still be Program Income if it exceeds \$35,000 during the State's fiscal year, in which case it must be returned to the Corporation.

Real property sold within five (5) years from the date of closeout by the Corporation must be included in gross income for the purposes of determining Program Income. However, after five (5) years from the date of closeout by the Corporation, any proceeds from the sale of real property purchased or improved with CDBG-DR funds are not considered Program Income and may be retained by Subrecipient.

Notwithstanding any other provisions of this clause, all revolving loan fund income, both of principal and interest, is Program Income. Revolving loan fund income must be returned monthly upon receipt to the HTFC. Revolving loan fund income is not included in the total gross income calculation when determining program income.

Subrecipient shall report monthly all Program Income, if any, as defined in III.E of Appendix B of HUD Notice 87 Fed. Reg. 31,636 (May 24, 2022, as may be amended by HUD), generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income shall be returned to Corporation, absent written authorization from Corporation to the contrary, in accordance with any procedures established by HUD and Corporation. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not Program Income and shall be remitted promptly to Corporation.

All program assets other than Program Income (including property, equipment, etc.) shall revert to the Corporation upon termination of this Agreement in accordance with applicable Federal laws, regulations, HUD Notices, policies and guidelines.

**B. Indirect Costs.**

Indirect costs are the organization's general costs of facilities and administration as defined in 2 CFR 200.414 and 2 CFR 200.416 that are not directly chargeable to the program.

a. If Subrecipient has a cost allocation plan approved by a cognizant federal agency under 2 CFR 200.414, Subrecipient may charge the negotiated indirect rate on the direct costs.

b. Otherwise, Subrecipient may charge the 15% de minimis indirect rate on all direct costs as provided in 2 CFR 200.414(f).

C. Pre-Award Cost.

All Subrecipients are limited to pre-award costs permitted by the applicable Federal Register notices governing the CDBG-DR award.

D. Performance Reports.

In addition to accomplishments, including deliverables and metrics, referenced in Schedule A, Subrecipient shall submit an annual performance report and additional progress reports in the form, content, and frequency as requested by the Corporation. At a minimum, Progress Reports shall be submitted no less frequently than as required by (1) 2 CFR Part 200; (2) 24 CFR 570.507; and (3) the applicable HUD Notices.

E. Payment Procedures.

In accordance with the terms in Section 6 above, the Corporation will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient, consistent with the Subrecipient Program Description, the Budget, Corporation policy concerning payments, and applicable Federal and State law and regulation. In addition, the Corporation reserves the right to liquidate funds available under this Agreement for costs incurred by the Corporation on behalf of Subrecipient.

F. Reporting Obligations.

The Subrecipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement. Such reporting requirements can be found in the Corporation's Hurricane Ida Program Policies and Procedures and corresponding laws, regulations, and statutes, the attached Schedule D "Period of Affordability", and the related Regulatory Agreement, Construction Loan Agreement and the Grant Enforcement Mortgage for residential rental projects.

The following chart summarizes some of the Subrecipient reporting obligations to the Corporation. This chart is not intended to catalogue all of Subrecipient’s reporting obligations under this Agreement. Note that some of the below reports require the submission of information related to contractors and subsequent subcontractors, which Subrecipient is responsible for collecting and providing to the Corporation as required by the cited provision.

<b>Report</b>	<b>Frequency</b>
Program Income Report	Quarterly
Monthly Progress Report	Monthly
M/WBE Report	Quarterly
Section 3 Report, as applicable	Quarterly
EEO Report	Quarterly

**10. Sub-granting/ Subcontracts.**

A. Approvals.

Subrecipient shall not enter into any contract for goods or services with any entity or individual to assist in effectuating the activities of this Agreement without the written consent of the Corporation prior to the execution of such contract. Unless specified otherwise within this Agreement, Subrecipient shall procure all materials, property, equipment, or services in accordance with the requirements of 2 CFR Part 200, as applicable, including but not limited to the need to appropriately assess the lease versus purchase alternatives. Only when the Corporation’s procurement policies are more stringent than those found at 2 CFR Part 200, as applicable, Subrecipient may be required to comply with current Corporation policy concerning the acquisition of materials, property, equipment, or services. HTFC has adopted 2 CFR 200.317, meaning that it will follow its own State procurement processes and evaluate the cost or price of products or services, but impose 2 CFR 200.318 through 2 CFR 200.327 on its subrecipients. [Section III.A.1.a.(2)(a)(iii)]. Subrecipient shall ensure all contracts and agreements (with subrecipients, recipients, and contractors) clearly state the period of performance or date of completion, incorporate performance requirements and

liquidated damages into each procured contract or agreement, or other similar contract oversight provisions.

a. Monitoring of subcontractors/sub-subrecipients.

In accordance with Federal, State, and local laws, regulations, HUD Notices, program guidelines, and the policies and procedures to be issued by the Corporation, Subrecipient will monitor any and all sub-subrecipient efforts on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Information detailing credible evidence of waste, fraud or abuse, shall be immediately reported to the Corporation, followed by a written report to be submitted to the Corporation within ten (10) calendar days.

b. Content.

Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any sub-subrecipient or subcontractor agreement executed to effectuate this Agreement, including but not limited to, the indemnity, insurance and vendor responsibility provisions.

c. Selection Process.

Subrecipient shall undertake to ensure that all sub-subrecipients and subcontractors utilized to effectuate this Agreement shall be awarded on a fair and reasonable basis in accordance with applicable Federal, State, and local laws, regulations, and HUD Notices, including the HUD Reform Act codified at 42 U.S.C. § 3537a (referred to as Section 103). Subrecipient shall conduct a vendor responsibility review of its proposed sub-subrecipients and/or subcontractors prior to permitting them to work on any activities covered by this Agreement and shall ensure that they remain responsible throughout the Term of their engagement. Executed copies of all sub-subrecipient and subcontractor agreements shall be forwarded to the Corporation along with documentation concerning the selection process.

B. Subcontracting.

If the Subrecipient does subcontract out any portion of the Services, nothing contained in this Agreement or otherwise, shall create any contractual relationship between Corporation and the Subrecipient's subcontractors, and no subcontract shall relieve the Subrecipient of its responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to Corporation for the acts and omissions of its subcontractors of any level or tier and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of Subrecipient and for persons directly employed by the Subrecipient.

The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from Corporation's obligation to make payments to the Subrecipient. As a result, Corporation shall have no obligation to pay or to enforce the payment of any moneys to any subcontractors.

The Subrecipient shall: (a) require any participating Subrecipient, Borrower, Awardee, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations; (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; (c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; (d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.

The Subrecipient will include a copy of this Agreement in every sub-subrecipient agreement, contract and subcontract(s) issued by it so that such provisions will be binding upon each of its sub-subrecipients, contractors and subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

## **11. Use and Reversion of Assets.**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200, as applicable, and 24 CFR Part 570 Subpart J, which include but are not limited to the following:

- A. Subrecipient shall transfer to the Corporation any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- B. Real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG-DR National Objectives pursuant to 24 CFR 570.489 (j) until five (5) years after expiration of this Agreement or such longer period of time as the Corporation deems appropriate. If Subrecipient fails to use CDBG-DR-assisted real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, Subrecipient shall pay the Corporation an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the Corporation. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Corporation deems appropriate.
- C. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by Subrecipient for activities under this Agreement shall be (a) transferred to the Corporation or (b) retained after compensating the Corporation an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-DR funds used to acquire the equipment.

## **12. Use of Grant Funds to Make Loans.**

If Subrecipient utilizes Grant Funds to make loans and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by Subrecipient, the Corporation shall have the right to require that all payments

due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between Subrecipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of Grant Funds by Subrecipient:

"The Lender, in consideration of the Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the CDBG-DR Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance, any wrongdoing on the part of the Lender or Borrower, or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Borrower under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Borrower under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Borrower written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

### **13. Other Program Federal Requirements.**

The Subrecipient shall, during the term of this Agreement, carry out each activity in compliance with all Federal laws, the Statutes, and regulations as applicable described in 24 CFR Part 570, subpart I and K.

#### **A. Citizen Participation:**

24 CFR 570.486, requiring each unit of general local government meet the requirements as required by the state at 24 CFR 91.115 (e). Which provides for and encourages citizen participation, particularly by low- and moderate-income persons.

#### **B. Environmental Standards:**

This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). The Subrecipient shall cooperate and provide any analysis or information reasonably requested by the Corporation to conduct the Environmental Review for the proposed project. The

following standards are applicable to this Program as it is Categorically Excluded per 24 CFR 58.35(b). Should additional Program activities be proposed and the Program can no longer be categorized as Categorically Excluded per 24 CFR 58.35(b), additional standards, as found in Chapter 2 of the Corporation's CDBG Grant Administration Manual, may become applicable.

a. Environmental Laws.

Subrecipient agrees to notify HCR of changes to project scopes that are identified after the Tier 2 review has been completed, to allow RHC to review such changes prior to the work commencing, to the extent applicable, with the following requirements (and their State and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement or the Corporation's policies and procedures, and all applicable State and Federal statutes, rules and regulations including, but not limited to, any of the following as may hereinafter be amended, superseded, replaced, or modified:

1. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), as implemented by the Programmatic Agreement for the Review of HUD-Assisted Projects in the State of New York;
2. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 CFR, 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961; 3 CFR, 1977 Comp., p. 121);
3. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 et seq.);
4. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) et seq., and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
5. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 et seq.);
6. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 et seq.);

7. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.) particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)) ;
8. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93) and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
9. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 et seq.), and USDA regulations at 7 C.F.R. Part 658;
10. HUD criteria and standards at 24 C.F.R. Part 51 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 CFR, 1994 Comp. p. 859);
11. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
12. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
13. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
14. Runway Clear Zone regulations (24 C.F.R. Part 51);
15. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, et seq.), 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
16. HUD Environmental Standards at 24 CFR 58.5(i) that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property;
17. HUD, EPA, and New York State regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR Part 56), the

National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), HUD's Lead Safe Housing rule (24 C.F.R. Part 35 Subparts B, H, and J), and the HUD Guidelines For The Evaluation And Control of Lead-Based Paint Hazards In Housing; and

18. All other applicable Environmental Laws that may exist now or in the future. For the purposes of this section, "Environmental Laws" shall mean any Federal, State, provincial or local law (including but not limited to statutes, rules, regulations, ordinances, directives, guidance documents or judicial or administrative interpretation thereof, or any judicial or administrative order, ruling or other such written requirement). Environmental Laws include, without limitation, any action which causes a review or reassessment of the Corporation Program.

### C. Flood Disaster Protection.

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

#### D. Lead-Based Paint.

Subrecipient agrees that any construction or rehabilitation of structures containing residential units with assistance provided under this Agreement shall be subject to the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing, HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subparts A, B, J, K, and R, as applicable. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The Regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### E. Historic Preservation.

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800 and 801, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement, as well as any other applicable laws or regulations relating to historic properties. Subrecipient agrees to utilize the format to be provided in the Tier 1 Environmental Review to determine if a project is exempt from further review in accordance with the Programmatic Agreement for the Review of HUD-Assisted Projects in the State of New York. If a project is not exempt from further review, the Subrecipient will request concurrence from the State Historic Preservation Officer.

#### F. Implementation of Mitigation Measures.

Subrecipient agrees to comply with and timely implement any and all mitigation measures and other requirements set forth in any environmental reviews, environmental assessments, or environmental impact statements performed or to be performed in

connection with, or records of decision or any similar documents, issued or to be issued in connection with, the CDBG-DR Program as may be applicable to this Agreement. It is Subrecipient's responsibility to ensure that it has complete copies of all such documents.

G. Energy Efficiency.

The Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

H. Solid Waste Disposal.

Pursuant to 2 CFR § 200.323, Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. Nondiscrimination and Debarred Contractors.

In compliance with 24 CFR 5.105, the Subrecipient must comply with the Federal requirements set forth in 24 CFR Part 5, subpart A, which includes non-discrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors (each contractor employed on a CDBG-DR assisted project must be documented that he/she is not on the Federal debarred, suspended or ineligible contractor list) and drug-free workplace.

J. Labor Requirements.

40 USC, Chapter 3, Section 276a-276a-5; Chapter 327, 25 USC 5307 and 29 CFR Parts 1, 3, 5, 6 and 7, Public Law (United States) 71-798 (the "Davis Bacon Act" as amended) are triggered when construction, renovation or repair work over \$2,000 is financed in

whole or in part with CDBG-DR funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area.

Subrecipient agrees to comply with the requirements of the above provisions and all other applicable Federal, State, and local laws and regulations pertaining to labor standards and reporting insofar as those acts apply to the performance of this Agreement.

The Davis-Bacon Act does not apply to the rehabilitation of residential structures containing less than eight (8) units or force account labor (construction carried out by employees of the Subrecipient). For all activities subject to the Davis Bacon Act., Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Corporation for review upon request.

Further, all construction contracts and any subcontracts in excess of \$2,000 for construction or repair must be in compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Furthermore, the Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 US 874 et seq.) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Corporation.

The Contract Work Hours and Safety Standards Act is applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers. The Subrecipient and its contractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards

Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that Act and with other applicable Federal laws and regulations pertaining to labor standards.

K. Conflict of Interest.

Subrecipient agrees to abide by the provisions of 2 CFR Part 200, as applicable, and 24 CFR 570.489 (h) and 24 CFR 570.611, which include, but are not limited to, the following:

- a. It is presumed that Subrecipient is subject to State and local ethics laws and regulations related to the conduct of its officers, employees or agents engaged the award and administration of this Agreement.
- b. In the event Subrecipient is not, Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- c. The Subrecipient shall notify the Corporation as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 CFR Part 200).

The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the Corporation is able to assess such actual or potential conflict. The Subrecipient shall provide Corporation with any additional information necessary for Corporation to fully assess and address such or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by Corporation, including, but not limited to, the use of independent contractors and/or subcontractors to perform the portion of work that gives rise to the actual or potential conflict. As requested by RHC, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

d. 4 CFR 570.489 (h): No covered person(s) who exercise or who have exercised any functions or responsibilities with respect to activities assisted with CDBG-DR funds or who are in a position to participate in decision making process or gain inside information with regard to CDBG-DR-assisted activities may obtain financial interest or financial benefit from a CDBG-DR-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-DR assisted activity or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister) grandparent, grandchild, and in-laws or a covered person. Further, no officer, employee, agent, elected official, appointed official, or consultant of a covered person may occupy a CDBG-DR-assisted affordable housing unit in the Project. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of Corporation, Subrecipient, or any designated public agency.

L. Mandatory Disclosures.

An applicant, subrecipient, or sub-subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of

Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Subrecipients and sub-subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313)

M. Whistleblower Protections.

An employee of a subrecipient or sub-subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient and sub-subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

N. Section 3.

Subrecipients of CDBG-DR funds must comply with the provisions set forth at 24 CFR Part 75. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). A Section 3 Compliance Plan must be submitted and is available at <https://hcr.ny.gov/S3ParticipationPlan>. Semi-annual reporting will be required. All forms available here: Annual Section 3 Reporting will be required, the report is available here: <https://hcr.ny.gov/section-3-compliance>.

O. Affirmatively Furthering Fair Housing.

Pursuant to the Fair Housing Act and New York state law, each unit of general local government is required to certify that it will affirmatively further fair housing. The

Subrecipient is required to report on an Annual Basis, in January of each year, through the Annual Performance Report as set forth in the NYS CDBG-DR policies and procedures.

P. Affirmative Marketing Plan.

Subrecipients of NYS CDBG-DR Program funds for housing activities must engage in affirmative fair housing marketing to ensure the general public, including populations with disproportionate housing needs, are made aware of the program and the ability to apply. Subrecipients must also comply with all federal, New York State and local fair housing and non-discrimination laws, and any procedures promulgated by HTFC, as applicable.

Q. Equal Employment and Minority and Women Owned Business Participation.

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, when the Subrecipient procures property or services under this agreement.

If CDBG-DR Program funds are combined with New York State funds in a program or project, then applicants must adhere to State requirements proportional to the amount of New York State funds used in the program or project, pursuant to Article 15-A of the State Executive Law. Applicants must report on all MWBEs as required by federal or New York State requirements, if and as applicable. Visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women Owned Businesses: <http://www.esd.ny.gov/doing-business-ny/MWBE>.

R. CDBG-DR National Objectives.

In compliance with 24 CFR §570.208(a)(3) and §570.483(b)(3), Subrecipients of NYS CDBG-DR funds must ensure that CDBG-DR-funded activities comply with one of the national objectives required under 24 CFR 570.200(a)(2) listed here:

- a. Benefit low- and moderate- income (LMI) persons (defined as households whose income is at or below 80% of the area median income), as defined by

HUD; or

- b. Meet a need having a particular urgency (Urgent Need) (to serve households whose income is above 80% of the area median income.

For individual beneficiary programs, the Subrecipient must receive approval from the Corporation prior to beginning to make awards to non-LMI applicants and must comply with the policies and procedures issued by the Corporation with respect to prioritization of LMI applicant awards, to allow the Corporation to meet its overall CDBG-DR National Objectives. Subrecipients must ensure that at least 70% of CDBG-DR-funding (not including Program Activity or Indirect Costs) benefits LMI persons as defined above, unless otherwise specified by the Corporation.

S. Violence Against Women Act (VAWA)

CDBG-DR funds provided for rental housing must meet all requirements in accordance with 24 CFR 92.359 including, but not limited to, notification, bifurcation of lease, compliant lease addendums, and emergency transfer plans. This requirement applies to the owner of rental housing for the period of affordability.

T. Relocation, Real Property Acquisition, and One-for-One Housing Replacement.

To the extent applicable to its performance under this Agreement, and as modified by the Federal Register, Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); and (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act. Note: the requirements in 24 CFR 570.606(d) governing optional relocation policies are waived to the extent that they require optional relocation policies to be established at the subrecipient level. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-DR assisted project. Subrecipient also agrees to comply with applicable Corporation resolutions, policies and procedures concerning the displacement of persons from their residences.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d))

implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the [URA] shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

a. URA Waivers.

Section 414 of the Stafford Act and its implementing regulation at 49 CFR 24.403(d)(1) are waived to the extent that they would apply to real property acquisition, rehabilitation, or demolition of real property for a CDBG–DR funded project commencing more than one year after the date of the latest applicable Presidentially declared disaster undertaken by the subrecipients, provided that the project was not planned, approved, or otherwise underway before the disaster. This waiver does not apply with respect to persons that meet the occupancy requirements to receive a replacement housing payment under the URA nor does it apply to persons displaced or relocated temporarily by other HUD-funded programs or projects. Such persons' eligibility for relocation assistance and payments under the URA is not impacted by this waiver.

Subrecipient may implement disaster recovery program activities that provide financial assistance to eligible homebuyers to purchase and occupy residential properties as their primary residence. Such purchases are generally considered voluntary acquisitions under the URA and subject to the URA regulatory requirements at 49 CFR 24.101(b)(2). For CDBG–DR, 49 CFR 24.101(b)(2) is waived to the extent that it applies to a homebuyer, who does not have the power of eminent domain, and uses CDBG–DR funds in connection with the voluntary purchase and occupancy of a home the homebuyer intends to make their primary residence.

One-for-one replacement requirements at section 104(d)(2)(A)(i) and (ii) and 104(d)(3) of the HCDA and 24 CFR 42.375 are waived for owner-occupied lower-

income dwelling units that are damaged by the disaster and not suitable for rehabilitation. The section 104(d) one-for-one replacement housing requirements apply to occupied and vacant occupiable lower-income dwelling units demolished or converted in connection with a CDBG-DR assisted activity. This waiver exempts all disaster-damaged owner-occupied lower-income dwelling units that meet the subrecipient's definition of "not suitable for rehabilitation," from the one-for-one replacement housing requirements of 24 CFR 42.375. Before carrying out activities that may be subject to the one-for-one replacement housing requirements, the Subrecipient must define "not suitable for rehabilitation" in its action plan or in policies/procedures governing these activities. Subrecipient is reminded that tenant occupied and vacant occupiable lower income dwelling units demolished or converted to another use other than lower income housing in connection with a CDBG- DR assisted activity are generally subject to one-for-one replacement requirements at 24 CFR 42.375 and that these provisions are not waived.

The relocation assistance requirements at section 104(d)(2)(A)(iii) and (B) of the HCDA and 24 CFR 42.350, are waived to the extent that an eligible displaced person, as defined under 24 CFR 42.305 of the section 104(d) implementing regulations, may choose to receive either assistance under the URA and implementing regulations at 49 CFR part 24, or assistance under section 104(d) and implementing regulations at 24 CFR 42.350. This waiver does not impact a person's eligibility as a displaced person under section 104(d), it merely limits the amounts and types of relocation assistance that a section 104(d) eligible displaced person is eligible to receive.

The requirements of sections 204 and 205 of the URA (42 U.S.C. 4624 and 42 U.S.C. 4625), and 49 CFR 24.2(a)(6)(vii), 24.2(a)(6)(ix), and 24.402(b) are waived to the extent necessary to permit a Subrecipient to meet all or a portion of a Subrecipient's replacement housing payment obligation to a displaced tenant by offering rental housing through a rental housing program subsidy (to include,

but not limited to, a housing choice voucher), provided that comparable replacement dwellings are made available to the tenant in accordance with 49 CFR 24.204(a) where the owner is willing to participate in the program and the period of authorized assistance is at least 42 months.

U. Certification of Nonsegregated Facilities (Applicable to construction contracts exceeding \$10,000.00).

The Subrecipient certifies that it does not, nor does its contractors or subcontractors, maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. A breach of this certification is a violation of the nondiscrimination clause of this Agreement.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subrecipient further agrees that (except where it has obtained for specific time periods) it will: obtain identical certification from proposed contractors and subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; retain such certifications in its files; and forward the preceding notice to such proposed contractors and subcontractors (except where proposed contractors and subcontractors have submitted identical certifications for specific time periods).

V. Compliance with the Eligibility and Verification Requirements of Personal Responsibility and Work Opportunity Reconciliation Act.

Subrecipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA).

**14. Personnel and Participant Conditions**

A. Civil Rights.

a. Compliance.

Subrecipient shall conduct and administer the grant in compliance with Title VI Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 USC 2000d et seq.); and The Fair Housing Act (Public Law 90-284, 42 USC 3601-20).

b. Nondiscrimination 24 CFR Part 6.

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

c. Architectural Barriers Act and Americans with Disabilities Act.

The Subrecipient shall ensure that its activities are consistent with requirements

of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

d. State and Local Nondiscrimination Provisions.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship and national origin, sexual orientation, gender identity or expression, military status, sex, disability,

predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. If this 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 or 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 per person per day for any violation of Section 239 as well as possible as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights (“Commissioner”), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Servicer will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual’s compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual’s status as an employee, because of

such individual's race, color, religion, sex, or national origin, citizenship and national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title; and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

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 comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be

terminated by the Agency or Agencies upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the State or a public authority until the Contractor satisfies the Commissioner of compliance.

e. Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

1. General Compliance.

i. The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 CFR 570.601 and 570.602". No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

2. Assurance and Real Property Covenants.

i. As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part.

- ii. If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the Subrecipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.
- iii. This assurance gives the Corporation and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.
- iv. In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- v. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part

1 shall extend to any facility located wholly or in part in such space.

f. Section 504.

Subrecipient agrees to comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Corporation shall provide Subrecipient with certain guidelines for compliance with that portion of the regulations in force during the term of this Agreement.

B. Employment Restrictions.

a. Prohibited Activity.

Subrecipient is prohibited from using Grant Funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

b. Notifications.

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Conduct.

1. Hatch Act.

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

2. Lobbying.

Subrecipient hereby certifies that:

- i. To the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any

person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- iv. It has and will comply with Section 139-j and 139-k of the State Finance Law.
- v. It will require that the language of paragraphs (1) through (5) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly.

d. Copyright.

If this Agreement results in any copyrightable material or inventions, the Corporation and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive

indefinitely the termination of this Agreement for any reason.

e. Religious Activities.

Subrecipient agrees that funds provided under this agreement shall not be utilized for explicitly religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**15. Notices.**

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date sent by certified mail, return receipt requested, to Subrecipient and to the Corporation at the addresses first set out herein. A party may change this address by giving notice as provided herein, which will be effective upon receipt.

**16. Assignment.**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Corporation. Any change of control by the Subrecipient shall be deemed an assignment that requires prior written consent. A “change of control” includes any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of the Subrecipient.

**17. Assurance of Authority.**

The Subrecipient hereby assures and certifies that:

- A. The Subrecipient is duly organized and validly existing under the laws of the State and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations.
- B. There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Subrecipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (Financial or otherwise) of the Subrecipient which would

materially and substantially impair the Subrecipient's ability to perform any of the obligations imposed upon the Subrecipient by this Agreement.

C. The representations, statements, and other matters contained in the Subrecipient's Application were true and complete in all material respects as of the date of filing. The Subrecipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Subrecipient is aware of no event or other fact that should have been, and has not been, reported in the Application.

D. Insofar as the capacity of the subrecipient to carry out any obligation under this Agreement is concerned, a) the Subrecipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (b) the execution and performance of this Agreement will not result in any such violation.

#### **18. Photography Release.**

Subrecipient shall require any Third Party to execute a photography release, an example of which is available on the RHC website at <https://hcr.ny.gov/community-development-block-grant> or a release in substantially similar form thereof.

#### **19. Promotion & Media.**

The Developer shall adhere to the Corporation's requirements related to media and promotion available online, here: <https://hcr.ny.gov/Promotion-Media>. All public facing materials and publications must clearly identify the funding provided by CDBG-DR. HTFC grants the Developer a temporary license to use State copyrighted materials solely for this purpose.

#### **20. Severability.**

If any provision of this Agreement is held invalid, void or unenforceable, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**21. Section Headings and Subheadings.**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**22. Waiver.**

The Corporation's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Corporation to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**23. Choice of Law and Dispute Resolution.**

Subrecipient and Corporation agree to negotiate all disputes between them in good faith for a period of ninety (90) days from the date of notice. In the absence of a resolution regarding the dispute, the Parties may exercise their rights under Law.

This Agreement shall be governed by and construed under the laws of the State of New York without giving effect to its conflict of law principles. Nothing in the Agreement shall preclude either Party from seeking injunctive relief to protect its rights under this Agreement.

The Parties consent to and agree that any and all disputes arising out of or relating in any way to the Agreement shall be subject to the exclusive jurisdiction of the State courts or Federal District Courts of New York. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

**24. Compliance with Law.**

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in this Agreement should be and is inserted or referenced herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Agreement shall forthwith, upon the application of any Party, be

amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

Duties and obligations imposed by this Agreement, and rights and remedies available thereunder, shall be in addition to, and not a limitation of, duties, obligations, rights and remedies otherwise imposed by applicable Law.

Subrecipient and its sub-subrecipients, contractors and subcontractors shall comply with all laws and regulations applicable to the CDBG-DR funds appropriated by the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117-43) and the Continuing Appropriations Act, 2023 (Pub. L. 117-180) including, but not limited to, the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses. Also, as specified by the May 24, 2022 FRN: “Warning: Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729.”

**25. Subrogation.**

Subrecipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation. However, Subrecipient shall promptly return any and all funds to the Corporation which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

**26. Miscellaneous Provisions.**

A. Force Majeure.

Any delay or failure of either Party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the

event that either Party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such Party shall notify the other Party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased. "Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects prevent safe passage of vehicles upon State or Federal highways for a continuing period of not less than fourteen (14) days and Federal or State government orders, any of which is beyond the reasonable anticipation or control of the applicable Party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable Party to resume performance at the earliest possible time.

**B. Conducting Business Operations in Russia.**

Executive Order No. 16 ("EO 16"), by signing this Agreement, the Subrecipient certifies and affirms that it (i) does not conduct business operations in Russia within the meaning of EO 16; (ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or (iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at: <https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting>.

**C. Iran Divestment Act.**

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

Subrecipient further certifies that it will not utilize on this Agreement any subcontractor that is identified on the Prohibited Entities List. Subrecipient agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the

Agreement is renewed or extended. Subrecipient also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Corporation.

During the term of the Agreement, should the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Corporation 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 Corporation 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 Recipient in default.

The Corporation 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.

D. Affordable Care Act.

By entering into this Agreement, Subrecipient acknowledges that it is the sole responsibility of the Subrecipient to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit (Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.). Employees of the Subrecipient providing services to the Corporation are employees of the Subrecipient and are not employed by the Corporation nor the State of New York.

E. Prohibition on Purchase of Tropical Hardwoods.

The Subrecipient certifies and warrants that all wood products to be used under this Agreement 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 New York State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Subrecipient to establish to meet with the approval of the State.

F. International Boycott Prohibition.

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, the Subrecipient agrees, as a material condition of this commitment, that neither the Subrecipient nor any entity substantially owned by Subrecipient, or affiliated person, firm, partnership or corporation of Subrecipient 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 Subrecipient, or any of the aforesaid affiliates of Subrecipient, 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 commitments' execution, such commitment, amendment or modification thereto shall be rendered forfeit and void. The Subrecipient shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

G. Calendar Days.

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.

H. No Third-Party Beneficiary.

This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.

I. Authorization.

The Subrecipient, or the representative(s) signing this Agreement on behalf of the

Subrecipient, represents and warrants that the Subrecipient has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of the Subrecipient and to bind the Subrecipient to its contractual obligations hereunder.

J. Compliance with Breach Notification and Data Security Laws.

Subrecipient shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and General Business Law § 899-bb, as applicable. Further, in the event of any unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the Subrecipient, the Subrecipient shall notify HTFC of such breach immediately following the discovery of the breach if personal or private information was, or is reasonably believed to have been, acquired by a person without validation. The Subrecipient shall also disclose any breach of the security of its systems to any resident of New York State whose private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Such disclosure shall be made in the most expedient time possible and without unreasonable delay. The use of artificial intelligence as it relates to any personally identifiable information held by the Developer is subject to approval by the Corporation.

**27. Counterparts.**

This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

**28. 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.

**29. Non-collusive Bidding Certification.**

If this Contract was awarded based upon the submission of a bid or proposal, the Subrecipient affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any competitor.

**30. MacBride Fair Employment Principals.**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Subrecipient hereby stipulates that Subrecipient and its Contractor(s) 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.

**31. Prohibited Entities.**

Subrecipient certifies that it will not utilize on this Agreement any contractor or subcontractor that is identified on the Prohibited Entities List, including but not limited to “Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012”. Subrecipient agrees that should it seek to renew or extend this Agreement; it must provide the same certification at the time the Agreement is renewed or extended. Subrecipient also agrees that any proposed assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the assignment will be approved by the Subrecipient.

During the term of the Agreement, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient 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 certifications within 90 days after the determination of such violation, then the Subrecipient 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 Subrecipient 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.

### **32. Entire Agreement.**

This Agreement, together with all Schedules and Exhibits, constitutes the entire Agreement among the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous understandings, communications and proposals, whether electronic, oral, or written, among the Parties with respect to this Agreement. This Agreement, and all Schedules and Exhibits, may be amended, supplemented, modified or cancelled only by a duly executed written Amendment

**IN WITNESS WHEREOF**, this Agreement has been executed by a duly authorized representative of the Parties.

**Housing Trust Fund Corporation**

By: \_\_\_\_\_

Name: Rachel Wieder

Title: Deputy Commissioner  
Office of Resilient Homes and  
Communities

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared **Rachel Wieder**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity (ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**Village of Irvington**

By: \_\_\_\_\_

Name: Charles Hessler

Title: Village Administrator

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared **Charles Hessler**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity (ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

**SCHEDULE A: Barney Brook Watershed Resiliency Planning Project**  
**SCOPE OF WORK**

The Village of Irvington suffers from frequent flooding due to storm runoff from the nearby Barney Brook watershed. Due to the large watershed and the ratio of impervious surface and steep slopes, the runoff accumulates with speed and volume by the time it reaches the project area of Main Street to South Buckhout-South Astor which causes severe flooding. The Barney Brook Watershed Resiliency Planning project will complete investigative studies and develop design solutions that will alleviate persistent and disruptive flooding in the community. In addition, a cost benefit analysis will be completed for use in applications to potential FEMA funding sources along with grant application support.

This SRA Amendment 1 reflects the procurement results for the Subrecipient’s pre-development and grant application activities under the RISC Program (“Scope of Work”). Based on the results, the Subrecipient executed a contract with the selected vendor, D&B Engineers and Architects (D&B) , to complete the procured activities below:

1. Comprehensive Drainage Analysis to include:
  - a. Project Kickoff and Review of Records
  - b. Field Investigations
  - c. Watershed Modeling of Historical and Future Rainstorms
  - d. Develop Concepts & Initial Cost Estimates for Mitigation Alternatives
2. Conceptual Design Solutions to include:
  - a. Report with a single proposed project designed to a 30% completion level
3. Capital Funding Sources to include:
  - a. Identification and Evaluation of Capital Funding Sources

**Schedule**

<b>ACTIVITY</b>	<b>COMPLETION DATE</b>
A&E Support Services Procurement	Q3 2024 to Q4 2025
Project Implementation	Q4 2025 to Q4 2026
Project Closeout	Q1 2026 to Q3 2027

## SCHEDULE B: AWARDED BUDGET

The total project budget reflects the Village of Irvington's Procurement results for the selected vendor, D&B Engineers and Architects (D&B) , who will complete the following activities for the RISC Program.

ACTIVITY	COSTS
Comprehensive Drainage Analysis	\$113,038.00
Conceptual Design Solutions	\$62,793.00
Capital Funding Sources	\$11,853.00
Contingency	\$12,316.00
Total Budget	\$200,000.00

Note: Although the line items above reflect estimated values based on anticipated costs, the total amount of funds associated with the project shall not exceed the "Total Budget" unless agreed to in writing by RHC.

## **SCHEDULE C: Special Conditions**

[This page left intentionally blank/not applicable.]

## **SCHEDULE D: Period of Affordability**

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## SCHEDULE E: FEDERAL AWARD INFORMATION

In addition to the information included in the contract, Federal regulations require identification of federal funds in the contract as noted below.

Subrecipient Unique Entity Identifier: CLK7S7KVHNA4

Pass-Through entity Unique Entity Identifier: WLNYYVLMWZ9V6

Federal Award Identification Number (FAIN):

- Parent Grant: P-21-NY-36-LDZ1
  - Child Grant 1: B-21-DF-36-0001
    - Federal Award Date: 11/27/23
    - Period of Performance and Budget Period Start Date: 11/27/23
    - Period of Performance and Budget Period End Date: 11/27/29
  - Child Grant 2: B-22-DF-36-0001
    - Federal Award Date: 06/06/24
    - Period of Performance and Budget Period Start Date: 06/06/24
    - Period of Performance and Budget Period End Date: 06/06/30

Subaward Period of Performance and Budget Period Start Date and Budget Period Start Date: 08/15/2024

Subaward Period of Performance and Budget Period Start Date and Budget Period End Date: 08/15/2027

Amount of Federal Funds obligated in the subaward: \$200,000.00

Name of Federal awarding agency: [Department of Housing and Urban Development \(HUD\)](#)

Pass-through entity: Housing Trust Fund Corporation

Contact information for Pass-through entity: 38-40 State Street Albany, NY 12207-2837

Assistance Listings Number and Title: 14.228 - COMMUNITY DEVELOPMENT BLOCK GRANTS/STATE'S PROGRAM AND NON-ENTITLEMENT GRANTS IN HAWAII

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

## Appendix 1

### **EQUAL OPPORTUNITY REQUIREMENTS**

In connection with this Agreement, Subrecipient agrees to abide by the provisions of Article 15-A of the Executive Law as may be amended from time to time (“Statute”) and the regulations promulgated thereunder by the Division of Minority and Women's Business Development of the New York State Department of Economic Development as may be amended from time to time (“Regulations”). Subrecipient also agrees to include the provisions of this exhibit in every contract and subcontract in such a manner that the requirements of the provisions will be binding upon each contractor and subcontractor as to work performed in connection with this Agreement. Subrecipient agrees that Corporation shall be deemed a third-party beneficiary of the provisions of this exhibit with respect to any contracts and subcontracts thereunder and shall have the full right of enforcement thereof.

#### 1. Cooperation with HTFC

Subrecipient shall at all reasonable times make available and provide to Corporation’s Office of Fair Housing and Equal Opportunity (“OFHEO”), HTFC or its agents all material and documents relating to this Agreement and shall allow the representatives of Corporation access to the location of the work and the individuals employed thereon to verify compliance with this agreement.

#### 2. Reports

After the award of this agreement, Subrecipient shall submit to OFHEO such reports, in form and manner and at such times as is required by Corporation.

#### 3. Minority and Women-Owned Business and Service- Disabled Veteran-Owned Business Participation Goals

A. Participation goals have been adopted to ensure the opportunity for meaningful participation of minority and women-owned business enterprises and service-disabled veteran-owned business enterprises in the work to be undertaken by Subrecipient and financed with funds provided by Corporation. These goals are expressed as a percentage of the total value of all work to be performed under the Agreement. For construction services these percentages are 22% for minority-owned business enterprises (“MBEs”), 10% for women-owned business enterprises (“WBEs”) and 6% for service-disabled veteran-owned business enterprises. For professional services these percentages are 15% for minority-owned business enterprises (“MBEs”), 15% for women-owned business enterprises (“WBEs”) and 6% for service-disabled veteran-owned business enterprises.

- B. Subrecipient agrees to make good faith efforts to achieve these participation goals.
- C. The Directory of Certified Minority and Women-owned Businesses published by the Division of Minority and Women's Business Development of the New York State Department of Economic Development lists the only enterprises which are recognized as minority or women-owned business enterprises for the purpose of meeting the participation goals.
- D. The Directory of Certified Service-Disabled Veteran Owned Businesses maintained by the Division of General Services of the New York State lists the only enterprises which are recognized as service-disabled veteran-owned business enterprises for the purpose of meeting the participation goals.

4. Contract Attachment Requirements

Each contract or subcontract entered into by Subrecipient for the work to be performed shall include the following contract clauses:

- A. Equal Employment Opportunity Pledge. 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. Policy Statement.As a precondition to entering into this Agreement, the contractor shall submit an Equal Employment Opportunity Policy Statement to Corporation. The Policy Statement shall contain and the contractor shall, during the performance of this Agreement, agree to the following:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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.
  - b. The contractor shall state in all solicitations or advertisements for employees that, in the performance of state funded contracts, all

qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c. At the request of HTFC, 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 employment agency, union or representative will affirmatively cooperate in the implementation of the contractor's obligations.

C. Minority-owned Business Enterprises/Women-owned Business Enterprises

- a. Good Faith Efforts to Achieve Participation Goals. The Subrecipient will, and will cause its contractors and subcontractors to take the following good faith actions to achieve the participation goals:
  1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified MBEs or WBEs, including circulation of solicitations to minority and women contractor associations.
  2. Obtain a copy of the Directory of Certified Minority and Women-owned Businesses and solicit bids from MBEs and WBEs in the Directory.
- b. The Subrecipient and its subcontractors shall at all reasonable times make available to Corporation or its agents all materials and documents relating to this Agreement and shall allow the representatives of Corporation access to the location of the work and the individuals employed thereon to verify compliance with this Agreement.
- c. The Parties agree as a condition of entering into this Agreement and Subrecipient contracts and subcontracts to be bound by the provisions of Section 316 of the Executive Law.

D. Service-Disabled Veteran-Owned Business Enterprises

- a. Good Faith Efforts to Achieve Participation Goals. The contractor will, and will cause its contractors and subcontractors to take the following good faith actions to achieve the participation goals:
  1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified SDVOBs, including circulation of solicitations to SDVOB contractor associations.

2. Obtain a copy of the Directory of Certified Service-Disabled Veteran Owned Businesses and solicit bids from SDVOBs in the Directory.
  - b. The contractor and its subcontractors shall at all reasonable times make available to HTFC or its agents all materials and documents relating to this Agreement and shall allow the representatives of HTFC access to the location of the work and the individuals employed thereon to verify compliance with this Agreement.
  - c. The Parties agree as a condition of entering into this Agreement and Subrecipient contracts and subcontracts to be bound by the provisions of Section 316 of the Executive Law.

**RESOLUTION 2026-XXX**

**APPROVAL OF TEMPORARY SUSPENSION OF VILLAGE OF IRVINGTON LOCAL LAW NO. 1 OF 1978**

Trustee \_\_\_\_\_ offered the following resolution, which was seconded by Trustee \_\_\_\_\_, and adopted:

**RESOLVED**, that the Board of Trustees hereby authorizes the temporary suspension of enforcement of *Village of Irvington Local Law No. 1 of 1978, Section 77 of the Irvington Village Code, Regulating Consumption of Alcoholic Beverages in Public Places*, solely for a one-time event to be held on May 15, 2026 between the hours of 6 p.m. and 9 p.m. at the Irvington Senior Center; and be it further

**RESOLVED**, that such suspension shall apply only within the designated event area and only for the duration specified herein, and shall be subject to any conditions deemed necessary by the Village Administrator or appropriate Village officials to ensure public health, safety, and compliance with all other applicable laws and regulations; and be it further

**RESOLVED**, that upon conclusion of the event, all provisions of the aforementioned Local Law shall resume full force and effect.