

**HVERSTRW TOWN BOARD
JUNE 13, 2023**

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL – COUNCILMAN CANCEL, COUNCILMAN GAMBOLI, COUNCILMAN GOULD, COUNCILMAN ORTIZ AND SUPERVISOR PHILLIPS**

3. **ADOPTION OF MINUTES**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR TOWN BOARD MEETING OF MAY 23, 2023.

4. **PAYMENT OF BILLS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRW DOES HEREBY APPROVE THE PAYMENT OF BILLS AUDITED AT THIS MEETING.

5. **ACCEPTANCE OF REPORTS**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HVERSTRW DOES HEREBY ACCEPT THE POLICE DEPARTMENT ACTIVITY REPORT FOR THE MONTH OF MAY 2023.

6. **PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 6 – 2023 TO AMEND CHAPTER 130-8-C OF THE TOWN CODE OF THE TOWN OF HVERSTRW, ENTITLED, “RECORDS, PUBLIC ACCESS TO” SECTION 130-8-C “DENIAL OF ACCESS; APPEALS; DESIGNATION OF FOIL APPEALS OFFICER.”**

PURPOSE OF PUBLIC HEARING

THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL LAW NO. 6 – 2023 TO AMEND CHAPTER 130-8-C OF THE TOWN CODE OF THE TOWN OF HVERSTRW, ENTITLED, “RECORDS, PUBLIC ACCESS TO” SECTION 130-8-C “DENIAL OF ACCESS; APPEALS; DESIGNATION OF FOIL APPEALS OFFICER.”

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

ADOPTION OF LAW

7. **PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 7 – 2023 TO AMEND REAL PROPERTY RENTAL UNITS CHAPTER 128-3 “REAL PROPERTY RENTAL UNITS”, SECTION 128-3 “PENALTIES FOR OFFENSES.”**

PURPOSE OF PUBLIC HEARING

THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL LAW NO. 7 – 2023 TO AMEND REAL PROPERTY RENTAL UNITS CHAPTER 128-3 “REAL PROPERTY RENTAL UNITS”, SECTION 128-3 “PENALTIES FOR OFFENSES.”

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

ADOPTION OF LAW

8. **PUBLIC HEARING - TO CONSIDER ADOPTING LOCAL LAW NO. 8 – 2023 TO AMEND “VEHICLES AND TRAFFIC” CHAPTER 158-34 OF THE TOWN CODE.**

THIS PUBLIC HEARING IS BEING HELD TO CONSIDER ADOPTING LOCAL LAW NO. 8 – 2023 TO AMEND CHAPTER 158-34 OF THE TOWN CODE ENTITLED, “VEHICLES AND TRAFFIC”.

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY TOWN ATTORNEY WILLIAM M. STEIN

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

ADOPTION OF LAW

9. **PUBLIC HEARING –TOWN OF HAVERSTRAW – MS4 ANNUAL REPORT FOR 2023**

PURPOSE OF PUBLIC HEARING

THIS PUBLIC HEARING IS BEING HELD TO DISCUSS THE 2023 MS4 ANNUAL REPORT AND TO HEAR ALL COMMENTS AND SUGGESTIONS FROM THE PUBLIC.

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY PAT BRADY, PE

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

ADOPT RESOLUTION

10. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND STUDIO ELEVEN PRODUCTIONS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT OF SERVICES WITH STUDIO ELEVEN PRODUCTIONS OF WEST NYACK, NEW YORK TO PROVIDE FILMING AND EDITING OF BUSINESS HIGHLIGHT VIDEOS (\$1,355.00/SERIES); FILMING AND EDITING OF TOWN HIGHLIGHT VIDEOS (\$500.00/SERIES) FOR A TOTAL COST OF \$1,855.00 AND BE IT FURTHER

RESOLVED, THAT THE TOWN RESERVES THE RIGHT TO DECIDE HOW MANY EPISODES WILL BE PRODUCED DURING CALENDAR YEAR 2023.

11. AUTHORIZATION TO SETTLE TAX CERTIORARI – HARBOR TOWN BAYSIDE CONDOMINIUMS

RESOLVED, UPON THE RECOMMENDATION OF CHARLES ZABA, TOWN ASSESSOR AND WILLIAM M. STEIN, TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SETTLEMENT FOR HARBOR TOWN BAYSIDE CONDOMINIUMS, 27.18-1-1.3/3101-3418, VILLAGE OF HAVERSTRAW FOR TAX YEARS 2016, 2017, 2018, 2019, 2020, 2021, AND 2022 BASED UPON THE FOLLOWING AMOUNTS ON THIS LOCATION:

YEAR	ORIGINAL ASSESSMENT	REVISED ASSESSMENT	REDUCTION AMOUNT	EST REFUND
2016	15,661,800	14,725,591	936,209	\$5,041
2017	15,661,800	14,662,623	999,177	\$5,746
2018	15,661,800	14,501,710	1,160,090	\$7,077
2019	15,661,800	13,935,414	1,726,387	\$10,616
2020	14,011,275	13,449,788	561,488	\$3,569
2021	14,011,275	13,283,938	727,338	\$4,798
2022	13,721,350	12,595,670	1,125,680	\$7,675
				Total \$44,522

12. A RESOLUTION REQUESTING THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYS DOT) TO INSTALL RUMBLE STRIPS ON SOUTHBOUND EXIT RAMP OF EXIT 13 OF THE PALISADES INTERSTATE PARKWAY (PIP)

WHEREAS, THE TOWN OF HAVERSTRAW WISHES TO ENSURE THAT ROADWAYS ARE SAFE AS POSSIBLE; AND,

WHEREAS, RUMBLE STRIPS WILL SUBSTANTIALLY AID IN THE SAFETY IN CERTAIN AREAS CAUSING VEHICLES TO TRAVEL AT A SLOWER RATE OF SPEED; AND,

WHEREAS, THE REQUEST TO THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYS DOT) TO INSTALL RUMBLE STRIPS ON SOUTHBOUND EXIT RAMP OF EXIT 13 OF THE PALISADES INTERSTATE PARKWAY (PIP) IS DUE TO SAFETY CONCERNS OF SPEEDING VEHICLES ON SAID ROAD. NOW THEREFORE,

BE IT RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY FINDS THAT IT IS IN THE BEST INTEREST OF THE PUBLIC TO ALLOW RUMBLE STRIPS TO BE INSTALLED ON SOUTHBOUND EXIT RAMP OF EXIT 13 OF THE PALISADES INTERSTATE PARKWAY (PIP) AND REQUESTS THE DOT TO CONDUCT A STUDY TO DETERMINE IF THE INSTALLATION OF THE RUMBLE STRIPS IS WARRANTED, NYSDOT REFERENCE# T23-044.

13. **ESTABLISHMENT OF PETTY CASH – CASHIER DRAWS AT BOWLINE PARK**

RESOLVED, THAT A PETTY CASH FUND DRAW NOT TO EXCEED THE SUM OF \$1,000.00, BE AND IT IS HEREBY ESTABLISHED FOR THE CASHIER DRAWS AT BOWLINE PARK FOR THE 2023 SUMMER SEASON.

14. **CHANGE OF TOWN BOARD MEETING DATES**

RESOLVED, THAT THERE WILL BE ONLY ONE TOWN BOARD MEETING FOR THE MONTHS OF JULY AND AUGUST AND THE SCHEDULE IS AS FOLLOWS:

TUESDAY, JULY 11, 2023 AT 7:00 PM
TUESDAY, AUGUST 8, 2023 AT 7:00 PM

RESOLVED, THAT THE SECOND TOWN BOARD MEETINGS FOR JULY AND AUGUST 2023 HAVE BEEN CANCELLED.

15. **TOWN OF HAVERSTRAW TOWN BOARD - ZONING RESOLUTION**

THIELLS ROSEVILLE FIRE DISTRICT
63 WEST RAMAPO ROAD, GARNERVILLE (26.09-4-15)
63A WEST RAMAPO ROAD, GARNERVILLE (26.09-4-14)
65 WEST RAMAPO ROAD, GARNERVILLE (26.09-4-13)
69 WEST RAMAPO ROAD, GARNERVILLE (26.09-4-12)
1 ANGELUS DRIVE, GARNERVILLE (26.09-4-12)
(COLLECTIVELY, THE “PROPERTY”)

WHEREAS, ON MAY 12, 2023, THE TOWN OF HAVERSTRAW RECEIVED A NOTICE OF INTENT TO BE LEAD AGENCY (“NOTICE OF INTENT”) PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) FROM THE THIELLS ROSEVILLE FIRE DISTRICT (“FIRE DISTRICT”) RELATED TO THE FIRE DISTRICT’S PROPOSED CONSTRUCTION OF A NEW FIRE STATION AT THE ABOVE-REFERENCED PROPERTY, WHICH PROJECT WILL INCLUDE THE DEMOLITION OF THREE EXISTING SINGLE-FAMILY HOMES AND THE CONSTRUCTION OF A THREE-STORY, 22,000-SQUARE FOOT BUILDING, INCLUDING FIVE DOUBLE APPARATUS BAYS, STORAGE FACILITIES, OFFICE AND CONFERENCE ROOM FACILITIES, COMMON AREAS, EXERCISE AREAS, KITCHEN AND BATHROOM FACILITIES, STANDBY FACILITIES FOR STORMS AS WELL AS SITE IMPROVEMENTS RELATED TO DRAINAGE, WATER, WASTEWATER, ELECTRIC AND GAS UTILITIES AND PARKING AND SITE CIRCULATION (“PROPOSED PROJECT”); AND

WHEREAS, ACCORDING TO THE NOTICE OF INTENT, THE PROPERTY IS A TOTAL OF APPROXIMATELY 4.8 ACRES AND THE FIRE DISTRICT IS PROPOSING TO PHYSICALLY DISTURB APPROXIMATELY THREE ACRES; AND

WHEREAS, THE NOTICE OF INTENT IDENTIFIED THE PROPOSED PROJECT AS A TYPE I ACTION THAT WOULD REQUIRE A COORDINATED SEQRA REVIEW (6 NYCRR 617.6); AND

WHEREAS, WITH THE NOTICE OF INTENT THE FIRE DISTRICT ALSO PROVIDED A FULL ENVIRONMENTAL ASSESSMENT FORM, PART 1 (“FEAF, PART 1”), BUT NO APPLICATION FORM AND NO PLANS RELATED TO THE PROPOSED PROJECT; AND

WHEREAS, THE PROPERTY IS LOCATED IN THE UNINCORPORATED TOWN OF HAVERSTRAW AND BY DEFAULT IS BOUND BY THE TOWN’S ZONING REGULATIONS; AND

WHEREAS, THE FEAF, PART 1 IDENTIFIED THE TOWN BOARD AS AN INVOLVED AGENCY RELATED TO THE ZONING OF THE PROPERTY; AND

WHEREAS, AT A DULY-NOTICED PUBLIC MEETING HELD ON THURSDAY, JUNE 1, 2023, THE TOWN OF HAVERSTRAW PLANNING BOARD ADOPTED A RESOLUTION DECLARING ITS INTENT TO BE LEAD AGENCY FOR THE PROPOSED PROJECT INSTEAD OF THE FIRE DISTRICT AS UNDER THE TOWN'S ZONING AND LAND USE REGULATIONS THE PROPOSED PROJECT WILL REQUIRE SITE PLAN APPROVAL; AND

WHEREAS, *COUNTY OF MONROE V. CITY OF ROCHESTER*, 72 N.Y.2D 338 (1988) CONTEMPLATES THE POSSIBILITY OF A HOST MUNICIPALITY EXEMPTING CERTAIN MUNICIPAL PROJECTS FROM LOCAL ZONING REGULATIONS BASED UPON A BALANCING OF PUBLIC INTEREST; AND

WHEREAS, WHILE THE TOWN BOARD FULLY SUPPORTS AND ADVOCATES FOR FIRE AND EMERGENCY SERVICE PROTECTION, THE TOWN BOARD BELIEVES THAT GIVEN THE SCALE OF THE PROPOSED DEVELOPMENT AND ITS LOCATION ON NY ROUTE 202, IT IS IN THE PUBLIC INTEREST FOR THE PROPOSED PROJECT TO BE SUBJECT TO THE TOWN'S ZONING AND FOR THE PLANNING BOARD TO SERVE AS LEAD AGENCY FOR A COORDINATED SEQRA REVIEW; AND

NOW THEREFORE,

BE IT RESOLVED, THE TOWN BOARD HEREBY DETERMINES THAT THE PROPOSED PROJECT IS SUBJECT TO THE TOWN'S ZONING REGULATIONS (INCLUDING BUT NOT LIMITED TO ZONING DISTRICT AND USE, SITE PLAN, SUBDIVISION, VARIANCES AND ARCHITECTURAL REVIEW) BASED UPON THE FOLLOWING FINDINGS:

- 1. THE FIRE DISTRICT NEVER APPROACHED THE TOWN REQUESTING AN EXEMPTION FROM THE TOWN'S ZONING REGULATIONS.**
- 2. THE FIRE DISTRICT'S ROLE IS LIMITED TO PROVIDING FIRE AND EMERGENCY PROTECTION SERVICES. UPON INFORMATION AND BELIEF, THEY DO NOT HAVE THE RESOURCES, STAFF, CONSULTANTS AND EXPERTISE THAT THE TOWN AND THE PLANNING BOARD DO TO UNDERTAKE AN ENVIRONMENTAL AND LAND USE REVIEW OF THIS MAGNITUDE.**
- 3. THIS IS A VERY LARGE PROPOSED DEVELOPMENT OF APPROXIMATELY 22,000 SQUARE FEET AND DISTURBING NEARLY THREE ACRES OF LAND. THE PROPOSED PROJECT ALSO ABUTS A HEAVILY TRAFFICKED STATE ROAD. THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION HAS ALSO EXPRESSED CONCERNS ABOUT THE POTENTIAL VISUAL IMPACTS FROM THE PROPOSED STRUCTURE. THIS IS SOMETHING THE PLANNING BOARD AND/OR TOWN ARCHITECTURAL REVIEW BOARD ARE EQUIPPED TO ADDRESS.**
- 4. THE TOWN BOARD BELIEVES THAT IT IS IMPORTANT FOR THE PLANNING BOARD TO SERVE AS LEAD AGENCY FOR A COORDINATED REVIEW UNDER SEQRA. THE PLANNING BOARD REGULARLY HEARS AND CONSIDERS LAND USE APPLICATIONS, INCLUDING CONDUCTING ENVIRONMENTAL REVIEWS UNDER SEQRA RELATED TO PROPERTIES LOCATED IN THE UNINCORPORATED TOWN, INCLUDING POTENTIAL COMMERCIAL DEVELOPMENTS ON NY ROUTE 202 (WEST RAMAPO ROAD) WHERE TRAFFIC, DRAINAGE AND UTILITIES – LAND USE ISSUES – ARE OFTEN PRIMARY CONCERNS. IF THE PROPOSED PROJECT IS NOT SUBJECT TO THE TOWN'S ZONING AND LAND USE REGULATIONS, THE PLANNING BOARD WOULD**

NOT BE AN INVOLVED AGENCY, AND THUS, COULD NOT BE LEAD AGENCY UNDER SEQRA.

- 5. THE PLANNING BOARD HOLDS REGULARLY, PUBLICLY NOTICED MEETINGS ON THE SECOND WEDNESDAY OF EVERY MONTH AT THE LARGE MEETING ROOM OF TOWN HALL WHERE ANY AND ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND AND HEAR APPLICATIONS, AND SPEAK DURING PUBLIC HEARINGS.**
- 6. THE TOWN'S ZONING REGULATIONS WILL NOT IMPEDE THE PROPOSED PROJECT IN ITS ENTIRETY, BUT WILL ENSURE THAT IF THE PROJECT DOES GO FORWARD IT IS IN A RESPONSIBLE AND REASONABLE MANNER FROM AN ENVIRONMENTAL AND LAND USE PERSPECTIVE.**
- 7. THE FIRE DISTRICT CURRENTLY HAS A FIRE STATION THAT IS ADEQUATELY SERVICING THE TOWN AND ITS CONSTITUENTS. THE TOWN HAS NOT SEEN ANY DOCUMENTATION TO EXPLAIN WHY THE EXISTING FIRE STATION IS NOT SUFFICIENT OR WHY A NEW FIRE STATION IS NEEDED. IT WILL TAKE A SUBSTANTIAL AMOUNT OF TIME (YEARS) FOR THE FIRE DISTRICT TO APPROVE, FINANCE AND CONSTRUCTION THE PROPOSED PROJECT, REGARDLESS OF WHETHER IT IS SUBJECT TO THE TOWN'S ZONING REGULATIONS. THUS, THE FIRE AND EMERGENCY PROTECTION SERVICES PROVIDED TO THE TOWN'S CONSTITUENTS WILL CONTINUE UNIMPEDED IF THE FIRE DISTRICT ADHERES TO THE TOWN'S ZONING REGULATIONS. THE NOTICE OF INTENT AND FEAF, PART 1 DID NOT IDENTIFY ANY POTENTIAL ALTERNATIVES TO THE PROPOSED PROJECT THAT WERE EXPLORED BY THE FIRE DISTRICT.**
- 8. GIVEN THAT THE TOWN WAS ONLY PROVIDED WITH THE NOTICE OF INTENT AND THE FEAF, PART 1, THE TOWN DOES NOT HAVE SUFFICIENT INFORMATION AT THIS STAGE TO ASSESS THE POTENTIAL IMPACTS OF THE PROPOSED PROJECT IN ITS ENTIRETY. THE TOWN AND THE PLANNING BOARD ASSERT THEIR RIGHTS TO REVIEW THE PROPOSED PROJECT UNDER THE TOWN'S LAND USE REGULATIONS NOW TO AVOID ANY POTENTIAL ARGUMENT THAT THEY ARE PRECLUDED FROM DOING SO IN THE FUTURE.**

BE IT FURTHER RESOLVED, THE TOWN BOARD SUPPORTS AND CONSENTS TO THE PLANNING BOARD SERVING AS LEAD AGENCY FOR A COORDINATED REVIEW UNDER SEQRA AND OBJECTS TO THE FIRE DISTRICT SERVING AS LEAD AGENCY.

DATED AS OF JUNE 13, 2023

SUPERVISOR PHILLIPS

IN FAVOR:
OPPOSED:
ABSTAIN:
ABSENT:

16. AUTHORIZATION TO BID - BID NO. 8-2023 GARBAGE COLLECTION

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ADVERTISE FOR RESIDENTIAL GARBAGE AND DISPOSAL SERVICES FOR THE UNINCORPORATED AREA OF THE TOWN OF HAVERSTRAW, AND BE IT FURTHER

RESOLVED, THAT SAID BID SPECIFICATIONS SHALL BE AVAILABLE AT THE OFFICE OF THE TOWN CLERK, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, ON WEDNESDAY, JUNE 14, 2023, AND BE IT FURTHER

RESOLVED, THAT SAID BID OPENINGS SHALL TAKE PLACE ON TUESDAY, AUGUST 1, 2023 AT 10:00 A.M.

17. AWARD OF RFQ NO. 21 - 2023 – PURCHASE ONE (1) LIFEPAK CR2 SEMI-AUTOMATIC AED WIFI, ENGLISH, CARRY BAG AND ONE (1) STRYKER EMERGENCY RESPONSE KIT - TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT TWO (2) RFQs WERE SUBMITTED TO LIEUTENANT IAN KAYE TO SUPPLY ONE (1) LIFEPAK CR2 SEMI-AUTOMATIC AED WIFI, ENGLISH, CARRY BAG AND ONE (1) STRYKER EMERGENCY RESPONSE KIT FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO ADVANTAGE EMERGENCY DEVICES, INC. OF NORTH SALEM, NEW YORK, THE LOWEST QUOTE, AT A PRICE OF \$2,062.00.

18. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SWANK MOTION PICTURES, INC.

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH SWANK MOTION PICTURES, INC. OF SAINT LOUIS, MISSOURI TO PROVIDE MOVIE SITE LICENSING AND COPYRIGHT COVERAGE FOR SHOWING OF FILMS FOR THE TOWN OF HAVERSTRAW AT A COST OF \$395.00 PER MOVIE.

19. AWARD OF RFP NO. 12 - 2023 - PURCHASE AND INSTALLATION OF VEHICLE EQUIPMENT FOR 2023 POLICE INTERCEPTORS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT TWO (2) REQUEST FOR PROPOSALS WERE SUBMITTED TO CAPTAIN JOHN GOULD FOR THE PURCHASE AND INSTALLATION OF VEHICLE EQUIPMENT FOR 2023 POLICE INTERCEPTORS FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT FROM EMERGENCY VEHICLE SPECIALIST OF POUGHKEEPSIE, NEW YORK HAVERSTRAW TOWN BOARD IN THE AMOUNT NOT TO EXCEED \$20,000, THE LOWEST PROPOSAL.

20. AWARD OF RFQ NO. 22-2023 – PURCHASE TWO (2) PORTOLITE SPIKE SOFTBALL PITCHING MATS FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX

RESOLVED, THAT THREE (3) REQUESTS FOR QUOTES WERE SUBMITTED TO JOHN FRIZALONE, GROUNDSKEEPER FOR THE PURCHASE OF TWO (2) PORTOLITE SPIKE SOFTBALL PITCHING MATS FOR THE TOWN OF HAVERSTRAW RECREATION COMPLEX, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO PORTOLITE PITCHING MOUNDS OF WINSTED, MINNESOTA AT A COST OF \$3,748.00, THE LOWEST QUOTE.

21. AWARD OF RFQ NO. 23-2023 – PURCHASE EIGHT (8) HON 310 SERIES VERTICAL 5 DRAWER LEGAL FILE CABINETS (BLACK) FOR THE TOWN OF HAVERSTRAW BUILDING DEPARTMENT

RESOLVED, THAT FOUR (4) REQUESTS FOR QUOTES WERE SUBMITTED TO BUILDING INSPECTOR GEORGE BEHN FOR THE PURCHASE OF EIGHT (8) HON 310 SERIES VERTICAL 5 DRAWER LEGAL FILE CABINETS (BLACK) FOR THE TOWN OF HAVERSTRAW BUILDING DEPARTMENT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE RFQ TO QUILL OF LINCOLNSHIRE, ILLINOIS AT A COST OF \$7,735.92, THE LOWEST QUOTE.

22. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH EMPIRE AV LLC AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH EMPIRE AV LLC OF NEW WINDSOR, NEW YORK FOR THE PURPOSE OF PROVIDING SOUND SYSTEM FOR THE TOWN OF HAVERSTRAW'S LATIN NIGHT CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 22, 2023 WITH RAIN DATE SUNDAY, JULY 23, 2023, AT A COST NOT TO EXCEED \$3,200.00, THE LOWEST QUOTE.

23. APPROVAL FOR EMERGENCY REPAIR AT THE TOWN OF HAVERSTRAW LANDFILL

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE EMERGENCY REPAIR TO THE FENCE AT THE TOWN OF HAVERSTRAW LANDFILL TO INSTALL A 30' CHAIN LINK AND A 20' CHAIN LINK, BY HOMESTEAD FENCE OF WEST HAVERSTRAW, NEW YORK AT A TOTAL COST OF \$2,000.

24. AUTHORIZATION FOR THE SUPERVISOR TO SIGN REVISED CONTRACT WITH COUNTY OF ROCKLAND AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD HEREBY AUTHORIZES THE SUPERVISOR TO EXECUTE THE REVISED SUBRECIPIENT AGREEMENT WITH COUNTY OF ROCKLAND FOR FY 2022 CDBG PROGRAM.

25. AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF ROCKLAND ON BEHALF OF ITS OFFICE OF COMMUNITY DEVELOPMENT AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF ROCKLAND ON BEHALF OF ITS OFFICE OF COMMUNITY DEVELOPMENT AND THE TOWN OF HAVERSTRAW TO INCREASE THE AMOUNT OF THE CONTRACT BY ONE HUNDRED AND SEVENTY-SIX THOUSAND NINE HUNDRED AND TEN AND 00/100 CENTS (\$176,910.00) AND THE CONTRACT TERM IS EXTENDED UNTIL AUGUST 31, 2024 FOR THE 2020 CDBG PROGRAM.

26. AGREEMENT BETWEEN BRAYAN LLAMOZA AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH BRAYAN LLAMOZA OF NEW YORK, NEW YORK FOR THE PURPOSE OF PROVIDING DANCING LESSONS/ENTERTAINMENT FOR THE TOWN OF HAVERSTRAW'S CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 22, 2023 WITH RAIN DATE SUNDAY, JULY 23, 2023 AT A COST OF \$500.

LOCAL LAW NO. 6-2023
AMENDING CHAPTER 130-8-C OF THE TOWN CODE OF THE TOWN OF
HVERSTRAW, ENTITLED, "DENIAL OF ACCESS:APPEALS"

Be it enacted by the Town Board of the Town of Haverstraw as follows:

Section 1. Chapter § 130-8-C. "**DENIAL OF ACCESS:APPEALS**" is hereby amended to read as follows:

- C. The following person or persons or body shall hear appeals from denial of access to records under the Freedom of Information Law: the Town Attorney of the Town of Haverstraw, One Rosman Road, Garnerville, New York 10923, (845) 429-2200 or in his/her absence or unavailability, the Town Supervisor of the Town of Haverstraw, One Rosman Road, Garnerville, New York 10923, (845) 429-2200 .

Section 2. This local law shall become effective upon filing with the Secretary of State.

TOWN OF HAVERSTRAW
LOCAL LAW # 7 OF 2023
A LOCAL LAW AMENDING TOWN CODE CHAPTER 128 "REAL PROPERTY RENTAL
UNITS", SECTION 128-3 "PENALTIES FOR OFFENSES."

BE IT ENACTED by the Town Board of the Town of Haverstraw, County of Rockland, State of New York, as follows:

Section 1. Article §128-3 is hereby amended to read as follows:

128 Real Property Rental Units
128-3 Penalties for offenses.

A. Any person, association, firm or corporation which violates any provision of this chapter, or assists in the violation of any provision of this chapter, shall be punishable as follows:

(1) By a fine of not more than \$4,000.00 or by imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense.

(2) By a fine of not more than \$10,000.00 or by imprisonment for a period not to exceed 15 days, or both, for conviction of a second offense, provided the first and second offenses were committed within a period of five years of each other.

(3) By a fine of not more than \$20,000.00 or by imprisonment for a period not to exceed 15 days, or both, for conviction of the third or subsequent offense or a series of offenses, all of which were committed within a period of five years.

Section 2. This local law shall take effect immediately upon filing with the Secretary of State.

TOWN OF HAVERSTRAW
LOCAL LAW NO. 8 OF 2023
“VEHICLES AND TRAFFIC” CHAPTER 158-34

BE IT ENACTED by the Town Board of the Town of Haverstraw, County of Rockland, State of New York, as follows:

Section 1. Article §158-34 C (6) is hereby amended to read as follows:

§ 158-34 **Penalties for offenses.**

(6) All other: \$50.

Section 2. This local law shall take effect immediately upon filing with the Secretary of State.

Studio Eleven Productions

Video contract proposal for the “Talk of The Town” 2023 series

Prepared for:
Town of Haverstraw
One Rosman Road
Garnerville NY 10923

Prepared by:
Terence Lynch
tlynch@studioelevenonline.com

About Us:

Studio Eleven Productions is a video production company that creates promotional video content that showcases storytelling and visual branding for its clients.

Scope of Work:

Create a video as The Town of Haverstraw requests, highlighting the Town of Haverstraw and its local businesses and institutions. Filming will take place over one consecutive day. The Town of Haverstraw has the right to decide how many episodes it chooses to have produced.

Objectives and Timeline:

The project aims to create a promotional video program focusing on local businesses, educational institutions, volunteer services, and Municipal Government Departments in the Town of Haverstraw. Each series will consist of up to four interviews, 10-15 minutes long, in an interview-style format. The interviews will be conducted with a representative(s) (up to 3) and Supervisor Howard Phillips. B-roll footage will be filmed if needed to enhance the overall production value. The series will have a program length of at most 70 minutes.

Filming of the interviews will be consecutively on one business day. Any necessary B-roll will be filmed when suitable for Studio Eleven Production and the interviewee's schedule.

After all the footage is filmed, post-production editing will be performed. One minor re-edit per series is allotted. 5-7 working days are required to edit the series, excluding reviewing time needed by the Town of Haverstraw.

Studio Eleven Productions

Pricing:

Series filming	Days/Hours	Rate	Series Cost
Filming and Editing of three business highlight video's	1 day	\$1355.00	\$1355.00
Editing of four series highlight video's	Fixed charge	\$500	\$500.00
	Total		\$1855.00

Payment: Payment in full upon presentation of invoice after each series.

Terms: The above proposal is based on the information provided. Any additional hours/days of shooting or editing will be billed at the above rates.

For Studio Eleven Productions: **Terence Lynch**, (digitally) 06/01/2023

For the Town of Haverstraw:



ASSESSOR'S OFFICE

TOWN OF HAVERSTRAW

ONE ROSMAN ROAD, GARNERVILLE, NEW YORK 10923

Phone: 845-942-3717 Fax: 845-429-1226

Harley V. McNally
ASSESSOR

To: William Stein, Town Attorney
From: Harley V. McNally
Re: Harbor Town Bayside (27.18-1-1.3/3101-3418)

Date: June 1, 2023

A proposed Settlement for Harbor Town Bayside Condominiums, 27.18-1-1.3/3101-3418, Village of Haverstraw, has been drafted in accordance with my discussion with Robert Wolper of Wolper Law Firm LLC, for the owners. The estimated Town refund calculation is listed below.

YEAR	ORIGINAL ASSESSMENT	REVISED ASSESSMENT	REDUCTION AMOUNT	EST REFUND
2016	15,661,800	14,725,591	936,209	\$5,041
2017	15,661,800	14,662,623	999,177	\$5,746
2018	15,661,800	14,501,710	1,160,090	\$7,077
2019	15,661,800	13,935,414	1,726,387	\$10,616
2020	14,011,275	13,449,788	561,488	\$3,569
2021	14,011,275	13,283,938	727,338	\$4,798
2022	13,721,350	12,595,670	1,125,680	\$7,675

Total \$44,522



TOWN OF HAVERSTRAW

John Frizalone
Director of Parks

HOWARD T. PHILLIPS, JR.
Supervisor

WILLIAM M. STEIN
Town Attorney

ISIDRO CANCEL
VINCENT J. GAMBOLI
JOHN J. GOULD
JOHNNY ORTIZ
Councilmen

MEMO

To: Howard T. Phillips, Town Supervisor
Town Board Members

From: John Frizalone, Park Director

Date: June 13, 2023

Re: Petty Cash for Cashier Drawer at Bowline Park

Gentlemen, the Parks Department is requesting \$1,000.00 petty cash for our cash drawer at Bowline Point Park. This money is used for change throughout the course of the Pool Season. The money will be deposited back into the General Fund account once the season is over.

If you have any questions, please feel free to contact me.

Regards,



John Frizalone
Director of Parks



**Advantage
Emergency
Devices, Inc.**

56 June Road
2nd Floor
P.O. Box 529
North Salem, NY 10560
1-800-650-1413
Info@AdvantageAED.com
www.AdvantageAED.com

Quotation

Date	Estimate #
6/1/2023	5057A
Quote Valid for 30 Days	

Customer
Haverstraw Police Department Attn: Lt. Ian Kaye 101 W. Ramapo Road Garnerville, NY 10923

Other	FOB	Rep	Project
	N. Salem, NY	PF	

Item	Description	Qty	Rate	Total
99512-001261	LIFEPAK CR2 Semi-automatic AED, WIFI,English, Carry Bag	1	2,062.00	2,062.00
11998-000334	Stryker Emergency Response Kit	1	0.00	0.00

Salesperson Patrick FitzGerald pat@advantageaed.com Cell 914-424-0743	Subtotal	\$2,062.00
	Sales Tax (8.375%)	\$0.00
	Total	\$2,062.00



EMERGENCY VEHICLE SPECIALIST

(Physical) 1518 Rt. 9 Suite 1
 Wappingers Falls, New York 12590
 (Billing) 17 Spoor Ave.
 Poughkeepsie, New York 12603

Invoice

Date	Invoice #
5/11/2023	817

Bill To
TOWN OF HAVERSTRAW POLICE 101 W. RAMAPO RD. GARNERVILLE, NEW YORK 10923

Ship To
TOWN OF HAVERSTRAW POLICE 101 W. RAMAPO RD. GARNERVILLE, NEW YORK 10923

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15	GMP	5/16/2023			

Description	Quantity	Price Each	Amount
2023 FORD UTILITY (1FM5K8AB2NGB49115)			
NEW EQUIPMENT			
PROGARD TRANSFER KIT	1	260.00	260.00T
PROGARD RECESS PANEL 2020+ UTILITY	1	110.00	110.00T
PROGARD EXTENSION PANELS FOR 2020+ UTILITY	1	110.00	110.00T
PROGARD REAR PARTITION 2020 UTILITY	1	397.00	397.00T
PROGARD STEEL WINDOW BARS	1	243.00	243.00T
WHELEN STRAP KIT 2020 UTILITY	1	143.00	143.00T
WHELEN 100 W SIREN SPEAKER	1	230.00	230.00T
WHELEN SPEAKER MOUNT PASSENGER SIDE 2021 UTILITY		33.00	33.00T
HAVIS ANGLED CONSOLE 2020 UTILITY	1	470.00	470.00T
HAVIS SELF ADJUSTING CUP HOLDER	1	53.00	53.00T
HAVIS ARM REST PRINTER	1	259.55	259.55T
HAVIS FACE PLATE WHELEN 295	1	0.00	0.00T
HAVIS EQUIPMENT BRACKET MOTOROLA	1	0.00	0.00T
HAVIS MIC BRACKET	1	13.00	13.00T
HAVIS FILLER PLATE 2 INCH	1	0.00	0.00T
HAVIS FILLER PLATE 1/2 INCH	1	0.00	0.00T
STALKER FRONT ANTENNA COMBO, FORD UTILITY	1	107.00	107.00T
REMOVAL AND REPAIR	1	880.00	880.00T
EVS ELECTRICAL PACKAGE	1	385.00	385.00T
SHIPPING	1	125.00	125.00T

Total

Payments/Credits



TOWN OF HAVERSTRAW

MEMO

To: Supervisor Phillips
Town Board Members

From: John Frizalone, Park Director

Date: June 13, 2022

Re: **Recreation Complex Equipment**

Gentlemen,

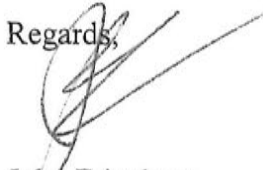
I have obtained a Request for Quote (RFQ), for a two Spiked Softball Pitching Mat, for the new Recreation Complex. Please be advised Portolite Pitching Mounds, from Winsted MN, had the lowest quote, for the amount of \$3,748.00.

Quotes – RFQ – Two Portolite Spike Softball Pitching Mat

- 1) Portolite Pitching Mounds - \$3,748.00
- 2) Anthem Sports, LLC - \$3,856.74
- 3) BSN Sports - \$4,090.00

If you have any questions, or require additional information, please feel free to contact me. Please inform me of your decision.

Regards,



John Frizalone
Director of Parks

Portolite Pitching Mounds

PO Box 145
Winsted, MN 55395
612-716-5174
chad@portolite.com



Estimate

ADDRESS

Dan
Town of Haverstraw
845-429-4099

SHIP TO

Town of Haverstraw
City Hall
Dan
845-429-4099

ESTIMATE

1499

DATE

05/26/2023

EXPIRATION

06/13/2023

DATE

DATE	SKU	DESCRIPTION	QTY	RATE	AMOUNT
	PROSP1036GREE N	Paisley's Pro Long Spiked Mat with Lane Stripes (G) 11'L x 4'W 60 lbs	2	1,799.00	3,598.00
		Shipping & Handling	1	150.00	150.00
				SUBTOTAL	3,748.00
				TAX	0.00
				TOTAL	\$3,748.00

Accepted By

Accepted Date

The Town of Haverstraw
Building Department
1 Rosman Road
Garnerville, NY 10993
Phone: 845-942-3710
Fax: 845-786-7647

George T. Behn, Jr.
Building Inspector II

Erich J Desch
Deputy Building Inspector

Memorandum

Date: June 06, 2023
To: Supervisor Phillips and Town Board
From: George T. Behn Jr. *Building Inspector II*
Topic: Building Department Property File Cabinets

We are currently working on a project to re-organize our file room.

I would like the Town Board to please consider purchasing eight (8) HON 310 Series Vertical 5 Drawer Legal File Cabinets (Black) for the Building Department File Room.

Lowest bid of four (4) quotes is: \$7,735.92 – Quill
\$8,248.00 – Amazon
\$8,255.92 – Office Depot
\$8,361.52 – Fern Office Supplies

Thank you for your consideration.



George T. Behn Jr. *Building Inspector II*

GTB/mlc

EMPIRE AV LLC.

"Your Source for Custom Media Design And More"

PROPOSAL

14 Forge Hill Road
New Windsor, N.Y. 12553
845-534-2266 Office/ Fax

3 Forest Court
Montrose, N.Y. 10548
914-980-0386 Mobile

QUOTE # 88
DATE: 5/30/23

Bill To:
The Town Of Haverstraw
C/O Michael Gamboli
845-429-2200
Mgamboli@townofhaverstraw.org

THE TOWN OF HAVERSTRAW
2023

QUANTITY	DESCRIPTION	MAP	PRICE
1	<p>SOUND SYSTEM</p> <p>(1) Midas Pro 2, Midas M32 or M32R Mixing Console (1) Midas DL-32 Stage Box (6) RCF HDL-30 Active 2 Way Line Array Modules, 2200 Watts (6) RCF TTS-18-A-II Active 18" Sub Woofers, 2800 Watts (6) RCF TT-25CXA 15" Powered Stage Monitors, 1100 Watts (1) Various Shure, Audio Technica, & Sennheiser Microphones (1) Assorted Mic. Stands & DI Boxes (1) A-1 Professional Sound Engineer, (1) A-2 Technical Assistant (1) EA V LLC. Will Play Music In Between Sets</p> <p>BACKLINE</p> <p>(1) Bugera V-55 Guitar Amplifier Combo (Piano) (1) Bugera BDX15A ~1000 Watt Combo With A Single 15" Speaker (Bass)</p> <p>RAIN DATE</p> <p>(2) Day System Hold Fee For Rain Date Of Sunday July 23RD</p> <p>GENERATORS</p> <p>(2) 7500 Watt Invertor Generators</p> <p>RUN OF SHOW: D.J. 10-12 Piece Latin Band D.J./ Dancers 10-12 Peice Latin Band</p> <p>DATE: SATURDAY JULY 22ND SUNDAY JULY 23RD (RAIN DATE) ~ LOAD IN: 3:00 P.M. ~ SOUNDCHECK: 6:00 P.M. ~ SHOWTIME 7:00 P.M. ~ LOAD OUT: 10: P.M.</p>	<p>\$2,500.00 A Day</p> <p>\$500.00</p> <p>\$250.00 Each</p>	<p>\$2,250.00</p> <p>\$120.00</p> <p>\$250.00</p> <p>TBD</p>
		SUBTOTAL	\$2,620.00
		SALES TAX	EXEMPT
		TOTAL	\$2,620.00

Make all checks payable to Empire AV LLC. All work guaranteed for 90 days.

If you have any questions concerning this invoice, contact Charlie @ 914-980-0386 or info@empireaudiovideo.com



THANK YOU FOR YOUR BUSINESS!





845-429-5533
 Fax: 845-429-3456

5 CAROL AVENUE
 WEST HAVERSTRAW, NY 10993
 homesteadfence@verizon.net

Date 5-1-23

NAME <u>Town of Haverstraw</u>		SKETCH		
ADDRESS <u>Landfill</u>				
PHONE				
TYPE CHAIN LINK FABRIC <u>9'00 Black</u>	SIZE OF LINE POSTS <u>2 1/2"</u>			PLACED ON <u>10'</u> SPACINGS
SIZE OF TOP RAIL <u>1 5/8"</u> CO	HEIGHT OF FENCE <u>6'</u> FT			TYPE OF FRAMEWORK <u>Black Vinyl</u>
QTY				
<u>30</u>	CHAIN LINK			<u>2 1/2"/ft 1200</u>
	END OR GATE POSTS			
	CORNER POSTS			
	WALK GATES			
	DRIVEWAY GATE			
	WOOD FENCE			

Subject to weather conditions installation will occur during the week of _____.

Total \$1200
 Down Payment _____
 Balance _____

FENCE POSTS TO BE SET IN:
 SHOES & ANCHORS
 CONCRETE
 PACKED EARTH

Owner Agrees to be Responsible For:

- All permits and permissions.
- The clearing of all fence line of any obstruction.
- Any underground wires, pipes, etc. not indicated to our installers, prior to digging.
- Supplying of survey stakes and for location of fence.
- Assuming any added charges for changes in contract after material is made or any delays caused by owner to our installers, prior to, or after installation has started.
- It is fully understood that the installed fence remains the property of Homestead Fence, Inc., until paid for in full.
- Full payment of balance due on contract to our installers at completion of work.

HOMESTEAD FENCE, INC.

- Unconditionally guarantees all workmanship and material for one year from date of completion.
- Is registered with the Consumer Protection Bureau of Rockland County. Lic. #H-09195-12--00-00.
- Carries Workman's Comp. & Liability Insurance.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT, OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

SOLD BY Peter Warren ACCEPTED BY _____



UTS-729-0000
 Fax: 845-429-3456

5 CAROL AVENUE
 WEST HAVERSTRAW, NY 10993
 homesteadfence@verizon.net

Date 5-3-23

NAME <u>Town of Haverstraw</u>			SKETCH	
ADDRESS <u>Landfill</u>				
PHONE _____				
TYPE CHAIN LINK FABRIC <u>96" Black</u>	SIZE OF LINE POSTS <u>2 1/2"</u>	PLACED ON: <u>10'</u>	SPACINGS	
SIZE OF TOP RAIL <u>1 5/8"</u>	HEIGHT OF FENCE <u>6'</u>	TYPE OF FRAMEWORK <u>Black Vinyl</u>		
QTY				
<u>20</u>	CHAIN LINK	<u>46/P</u>	<u>800-</u>	
	END OR GATE POSTS			
	CORNER POSTS			
	WALK GATES			
	DRIVEWAY GATE			
	WOOD FENCE			

Subject to weather conditions installation will occur during the week of _____.

Total \$800
 Down Payment _____
 Balance _____

FENCE POSTS TO BE SET IN:
 SHOES & ANCHORS
 CONCRETE
 PACKED EARTH

Owner Agrees to be Responsible For:

- All permits and permissions.
- The clearing of all fence line of any obstruction.
- Any underground wires, pipes, etc. not indicated to our installers, prior to digging.
- Supplying of survey stakes and for location of fence.
- Assuming any added charges for changes in contract after material is made or any delays caused by owner to our installers, prior to, or after installation has started.
- It is fully understood that the installed fence remains the property of Homestead Fence, Inc., until paid for in full.
- Full payment of balance due on contract to our installers at completion of work.

HOMESTEAD FENCE, INC.

- ♦ Unconditionally guarantees all workmanship and material for one year from date of completion.
- ♦ Is registered with the Consumer Protection Bureau of Rockland County. Lic. #H-09195-12--00-00.
- ♦ Carries Workman's Comp. & Liability Insurance.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT, OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

SOLD BY Peter Warren
 TERMS 100% at completion

ACCEPTED BY _____

**SUBRECIPIENT AGREEMENT
AGREEMENT BETWEEN COUNTY OF ROCKLAND
AND
TOWN OF HAVERSTRAW
FOR
FY 2022 CDBG PROGRAM**

THIS AGREEMENT, entered this _____ day of _____, 2023 by and between the County of Rockland (herein called the "COUNTY"), a Municipal corporation of the State of New York, and the TOWN OF HAVERSTRAW, a Municipal Corporation, having offices at 1 Rosman Road, Garnerville, New York 10923 (herein called the "Subrecipient").

WHEREAS, the COUNTY has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the COUNTY wishes to engage the Subrecipient to assist the COUNTY in utilizing such funds; NOW, THEREFORE, it is agreed between the parties hereto that;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2022- Bowline Shoreline Stabilization Program in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Completion of design and construction of shoreline restoration at Bowline Point Park. The project aims to restore approximately 550 linear feet of shoreline as result of storm damages from hurricane (Sandy, etc..), and other extreme storm events. **\$200,200.00**

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will benefit low and moderate income persons – Low Moderate Area Benefit.

C. Levels of Accomplishment – Goals and Performance Measures

Refer to Schedule A- Statement of Work.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the COUNTY.

E. Performance Monitoring

The COUNTY will monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330-332. Substandard performance as determined by the COUNTY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days after being notified by the COUNTY, the COUNTY may impose additional conditions on the Subrecipient and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this contract or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

Within 6 months of the execution of the contract, the Subrecipient shall substantially commence performance of the activities described herein. Failure to convey such performance shall be grounds for the contract to be terminated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of September 2022 through August 31, 2024. 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 funds or other CDBG assets, including program income as defined in 24 CFR 570.500(a).

Time for performance and payment may be extended, at the sole discretion of the County.

The agreement shall terminate in 60 days if it is not executed by the Subrecipient.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Construction Costs	<u>\$ 200,200</u>
TOTAL	<u>\$ 200,200</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement.

This budget can be amended in the sole discretion of the COUNTY upon the written request of the SUBRECIPIENT.

In addition, the COUNTY may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the COUNTY. Any amendments to the budget must be approved in writing by both the COUNTY and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY under this Agreement shall not exceed **\$200,200.00**.

The Subrecipient shall submit to the COUNTY requests for payments of activities under this agreement and consistent with the approved budget. Each request for payment shall be broken down into requested draws against the budget line items specified in Paragraph III. Payments of eligible expenses shall be made for expenses actually incurred by the Subrecipient and shall not exceed actual cash requirements. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

A Rockland County Electronic Voucher and a spreadsheet, providing details of effort/cost as per contract deliverables, must be submitted for payment. Vouchers are to be submitted by the 5th. If the Subrecipient owes, or following the execution of this contract, comes to owe property taxes to the COUNTY, the COUNTY shall hold all payments due under this agreement, as they come due, in a non-interest-bearing escrow account. Unless prohibited by law, the monies due from the COUNTY shall be held in escrow unless and until all property taxes owed by the Subrecipient to the COUNTY, including all accrued penalties and interest, are paid in full.

The COUNTY shall not be obligated to satisfy the Subrecipient's payment request (e.g. requests seeking advances or reimbursements for costs that are inconsistent with this agreement, federal statutes, regulations (including Cost Principles in 2 CFR part 200, subpart E), or the terms and conditions of the COUNTY's Federal award, or that would otherwise result in the COUNTY charging improper, unauthorized, or otherwise unallowable costs to the COUNTY's Federal award.

V. NOTICES

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

or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

COUNTY

Alexandra Obremski, Director
RC Office of Community Development
50 Sanatorium Road, Building A
Pomona, New York 10970
(845) 364-3944
obremaska@co.rockland.ny.us

SUBRECIPIENT

Howard T. Phillips, Jr., Town
Supervisor
Town of Haverstraw
1 Rosman Road
Garnerville, New York 10923
(845) 429-2200
supervisor@townofhaverstraw.org

VI. SPECIAL CONDITIONS

Not Applicable herein.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that:

- (1) The Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604
- (2) The Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient does not assume the any of COUNTY's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “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. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY.

Said insurance requirements are at the sole discretion of the County of Rockland and in compliance with 2 CFR 200.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and insurance as well as any other insurance requirements herein.

F. COUNTY Recognition

The Subrecipient shall ensure recognition of the role of the COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The COUNTY or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or Subrecipient from its obligations under this Agreement.

The COUNTY may, in its discretion, amend this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the COUNTY may suspend or terminate this Agreement, in whole or in part, if it determines that the Subrecipient has failed to comply with any term, requirement, or provision of this Agreement, which includes (but is not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the COUNTY reports that are incorrect or incomplete in any material respect.
5. Failure of the Subrecipient to substantially commence performance, as determined by the sole discretion of the County, of the activities described herein within six months from the date of the execution of this agreement.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the COUNTY or the Subrecipient, 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 COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety.

Upon termination the COUNTY retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the COUNTY any improper expenditures no later than thirty (30) days after the date of termination. The COUNTY may, at its sole discretion, allow the 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.

I. Insurance Requirement

The Contractor shall, at its own cost and expense, procure and maintain insurance to cover its work, services, employees, owners, servants, and agents under the terms of this Agreement which shall include, but may not be limited to, the policies indicated below:

{X} A checkmark in the boxes below indicates that the type of insurance specified is required.

- A. {X} Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence and a general aggregate not less than \$2,000,000 (Two Million) per project
- B. { } Automobile Liability Insurance, not less than \$1,000,000 (One Million) Combined Single Limit for each accident
- C. { } Excess Umbrella Liability Insurance not less than \$1,000,000 (One Million) for each occurrence over General Liability, Employers' Liability (if not unlimited on the Workers' Compensation policy), Auto Liability and Professional Liability, if required, and a general aggregate not less than \$1,000,000 (One Million)
- D. {X} Workers' Compensation and Employers' Liability Insurance per the statutory requirements of the New York State Workers' Compensation Law
- E. {X} Disability Insurance per the provisions and requirements of the New York State Disability Law
- F. { } Professional Liability Insurance (or Errors and Omissions or Malpractice) not less than \$1,000,000 (One Million) for each claim, or if not included on the excess umbrella, the limits should equal \$1,000,000 (One Million) plus the required excess limit
- G. {X} All other insurance as required by law.
- H. The Contractor warrants and represents to the County that it has sufficient funds to satisfy the amount of the self-insured retention limit (deductible) required of each liability policy as it applies to this Agreement, and that said amount is available to settle, compromise or pay any suit or claim for negligence, gross negligence, medical malpractice or intentional acts or omissions made against it and arising out of or during the Term. At the County's request, the Contractor shall provide proof or guarantee of financial responsibility as it deems necessary.

- I. The County shall be named an additional insured on general liability insurance policies and policy blanket endorsements, and if required by the County, on professional liability insurances, errors and omissions, malpractice or public officers' liability policies or any other policy that the County may require. Should any of the policies be canceled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. Unless and until the Contractor obtains such insurance, this Agreement shall not be effective, and no monies shall be paid or given to the Contractor.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

The Subrecipient shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall establish and maintain records sufficient to enable the COUNTY to (1) determine whether the Subrecipient has complied with this agreement, applicable Federal statutes and regulations, and the terms and conditions of the COUNTY's Federal award and (2) satisfy recordkeeping requirements applicable to the COUNTY. These records include the records described in Section I of this agreement, Scope of Service.

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement as required by the Federal regulations specified in 24 CFR 570.506 as if the requirements in 24 CFR 570.506 were directly imposed on the Subrecipient. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for the longer of four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. 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 expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

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

3. Client Data and Other Sensitive Information

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY 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 COUNTY designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by applicable State or Federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient shall closeout its use of the CDBG funds and its obligations under this agreement by complying with the closeout procedures in 2 CFR § 200.343. The Subrecipient's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the COUNTY, grantor agency, 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. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with COUNTY's current policy concerning Subrecipient audits and 2 CFR 200

a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in CFR Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit the COUNTY and auditors to have access to the Subrecipient's records and financial statements as necessary for the COUNTY to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by the COUNTY as necessary to ensure that the award 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 COUNTY; (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 COUNTY detected through audits, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the COUNTY as required by 2 CFR §200 et seq.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the COUNTY, grantor agency, 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. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

c. Corrective Actions

The COUNTY may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The COUNTY may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, COUNTY may impose additional conditions on the use of the CDBG funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

d. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR Part 200 when procuring property and services under this agreement. The Subrecipient shall comply with current COUNTY policy concerning the procurement of services and purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of 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 regulations regarding debarred or suspended entities and funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure 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.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the COUNTY at the end of the contract period. 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 the COUNTY.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.

3. Payment Procedures

The COUNTY will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and COUNTY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the COUNTY in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the COUNTY reserves the

right to liquidate funds available under this contract for costs incurred by the COUNTY on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit quarterly Progress Reports to the COUNTY in the form and content required by the COUNTY.

D. Procurement

1. Compliance

The Subrecipient shall comply with current COUNTY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the COUNTY for any travel outside the metropolitan area with funds provided under this Agreement.

E. 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 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the COUNTY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the 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 National Objectives pursuant to 24 CFR 570.208 for 30 years. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National

Objective for the prescribed period of time, the Subrecipient shall pay the COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the COUNTY. The 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 COUNTY deems appropriate].

3. 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 to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the COUNTY for the CDBG program or (b) retained after compensating the COUNTY [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].
4. 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) as necessary.

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

The Subrecipient agrees to comply with (1) 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); (2) 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; and (3) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

The 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-assisted project.

The Subrecipient also agrees to comply with applicable COUNTY ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel & Participant Conditions
A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with 24 CFR part 6, NYS Executive Law Article 15, Chapter 261 of the Rockland County Code, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

- a. 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 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.

b. Architectural Barriers Act and the 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.

The Subrecipient shall comply with the laws, regulations, and executive orders referenced in 24 CFR 570.607 regarding employment and contracting to the extent they are applicable.

c. State and Local Nondiscrimination Provisions

The Subrecipient agrees to comply with NYS Executive Law Article 15, Chapter 261 of the Rockland County Code.

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

1. General Compliance:

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. Assurances and Real Property Covenants:

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 1.

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 recipient 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.

This assurance gives the COUNTY and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

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 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.

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.

B. Affirmative Action

a. Approved Plan

The Subrecipient agrees that it shall carry out pursuant to the COUNTY's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR chapter 60. The COUNTY shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

b. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the COUNTY,

HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

d. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontract Provisions

The Subrecipient will include the provisions of Civil Rights, and Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

a. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

b. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates

compliance with hour and wage requirements of this part. Such documentation shall be made available to the COUNTY for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the COUNTY, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the Subrecipient, and any of the Subrecipient's sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for

low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The 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 this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the Subrecipient from the COUNTY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the COUNTY prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract 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.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The 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.

4. Conflict of Interest

The Subrecipient shall comply with the conflict of interest provisions in 2 CFR 200 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the Subrecipient, or any designated public agency.

5. Lobbying Certification

The Subrecipient hereby certifies that:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial

interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

- d. This certification is 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 311, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the COUNTY and/or grantor agency 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.

7. Religious Activities

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

XI. Environmental Conditions

1. Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 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;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

2. Flood Disaster Protection

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

3. Lead Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. 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.

4. Historic Preservation

The 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, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

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

XIII. DUPLICATION OF FUNDS

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

CDBG funds may not be used for costs where other assistance was already provided for the same purpose if no unmet need remains.

Duplication of benefits (DOB) occur when a subrecipient receives assistance from multiple sources such as any Federal agency, private insurance companies, non-profits, city, state, etc., for a cumulative amount exceeding the total need for a specific recovery purpose. The duplication amount is the excess assistance provided above the need.

It is the Subrecipient's responsibility to ensure that any payment request it sends the COUNTY will not result in a DOB. If the COUNTY discovers that a DOB has occurred, the Subrecipient will resolve the DOB by reimbursing the COUNTY in the amount of the DOB, or in another manner agreeable to the parties, within thirty (30) days of receiving written notice from the COUNTY that such DOB has occurred.

It is expressly agreed and understood that the total amount to be repaid by the Subrecipient under this Agreement shall not exceed the total amount received from CDBG grant funds.

Re-payments shall be submitted to the COUNTY using a format and timetable agreed to by the Subrecipient and the COUNTY, as allowed by federal regulations.

XIV. 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.

XV. WAIVER

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

XVI. ENTIRE AGREEMENT

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

**OFFICE OF COMMUNITY
DEVELOPMENT**

By: _____
ALEXANDRA S. OBREMSKI

TOWN OF HAVERSTRAW

By: _____
HOWARD T. PHILLIPS, JR.

Director

Town Supervisor

Dated: _____

Dated: _____

DEPARTMENT OF LAW
(Approved for signature of
County Executive)

COUNTY OF ROCKLAND

By: _____
WILLIAM J. HARTNAGEL
Principal Assistant County Attorney

By: _____
EDWIN J. DAY
County Executive

Dated: _____

Dated: _____

2023-01172

Rockland County Office of Community Development
Rockland County Office of Community Development

2022 CDBG

Deadline: 3/31/2022

SCHEDULE A**TOWN OF HAVERSTRAW
2022 Bowline Shoreline Stabiization**Jump to: [Application Questions](#) [Budget](#) [Tables](#) [Documents](#)**\$ 200,200.00** RequestedSubmitted: 3/31/2022 12:48:51
PM (Pacific)**Project Contact**Howard T Phillips Jr.
supervisor@townofhaverstraw.org
Tel: 845-429-2200**Additional Contacts**

none entered

TOWN OF HAVERSTRAW1 ROSMAN RD
GARNERVILLE, NY 10923**SUPERVISOR**HOWARD PHILLIPS JR.
SUPERVISOR@TOWNOFHAVERSTRAW.ORG

Telephone 845-429-2200

Fax 845-429-4701

Web WWW.TOWNOFHAVERSTRAW.ORG

EIN 13-6007298

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SAM

Expires

Application Questions [top](#)**Organizational Information****1. Indicate the activity for which you are applying for funding:**

- Acquisition
- Public Facility Improvements
- Public Service - NEW
- Public Service - Expanded Service (with documentation)
- Housing Rehabilitation
- Construction of Housing
- Economic Development
- Fair Housing Activities

2. PUBLIC SERVICE Applications only: Please complete the following table to show the number of clients in each category for your activity.

If not applicable to your project, please write 'N/A'. Current income limits based on area median income (AMI) can be found in the Library. A total will be provided for you which represents the total number of low-income persons served.

N/A Extremely Low Income Level < 30% of AMI

N/A Very Low Income Level >30% & < 50 % of AMI

N/A Low Income Level >50% & <80% AMI

0.00 **TOTAL****3. Is your organization a:**

- 501 (c)(3) non-profit
- Governmental agency

Project Overview**4. Provide a brief activity overview for the project. Describe the problem, need and demand for the services that the**

identified.

Describe and provide evidence of how the proposed approach is effective in resolving the problem. Attach supporting documentation and additional information under the Documents tab.

Due to the increase of sea levels of the Hudson River. This has caused erosion at the point of our Bowline Point Park. We would like to do a shoreline stabilization at the point of the park into the Bay - see attached yellow portion of map.

Persons Served

5. Does project EXCLUSIVELY serve any of the following groups (check one):

The categories listed below are provided by HUD and are "presumed" to be low-income groups.

- abused children
- battered spouses
- ADULTS meeting the Bureau of Census definition of severely disabled
- homeless persons
- elderly
- persons living with AIDS
- None of these groups are EXCLUSIVELY served by this program

6. Specify the total number served by the project during the time period for which CDBG funds will be used. Include only those served by this specific project, and not your organization as a whole.

This must represent an UNDUPLICATED count, regardless of the number of times that individual will receive services in a one-year period. The count should ONLY include Rockland County residents. Disregard the total at the bottom.

34,500 Low/Mod Individuals Served

Low/Mod Households Served

34,500.00 TOTAL

National Objective

7. Your proposal must meet the CDBG program National Objective of benefiting low- and moderate-income persons. Will this project be able to demonstrate that at least 51% of all beneficiaries are low- and moderate-income persons?

- Yes
- No

8. Please select one of the following which best describes your project:

- Direct Benefit for Low to Moderate Income Persons. This Activity will directly benefit low to moderate income persons as shown by actual beneficiary income documentation.
- Direct Benefit to Limited Clientele. This Activity will directly benefit a class of persons who, by federal regulation, are presumed to be low to moderate income persons.
- Area Benefit. This Activity will benefit residents of a particular low to moderate income neighborhood or area (attach a municipal map showing the boundaries of the area that will be served by the activity.)
- Low/Mod Jobs. This is for economic development activities.

Consolidated Plan Objective

9. Please mark which of the following specific objectives would be addressed by this activity.

Your application must meet one of these specific objectives.

- Affordable Housing for Low and Moderate Income Households (LMI)
- Public Facilities and Infrastructure Improvements
- Public Services addressing the needs of low to moderate income individuals/families

10. Please mark which of the following specific activities would be implemented by this project under Affordable Housing for Low and Moderate Income Households (LMI):

- Improve housing affordability and living conditions for low to and moderate income elderly and physically disabled persons in Rockland County by addressing housing quality, safety and accessibility
- Rehabilitation of building (interior and exterior façade) and/or emergency-efficiency improvements including providing handicapped accessibility for low-income and special needs individuals/families
- None of the above

11. Please mark which of the following specific activities would be implemented by this project under Public Facilities and

- Neighborhood Facilities - Acquisition, construction, or rehabilitation of facilities that are principally designed to serve a neighborhood and that will be used for social services or for multiple purposes
- Parks, Recreational Facilities - Development of open space areas or facilities intended primarily for recreational use
- Street Improvements - Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs
- Sidewalk improvements that include the installation of trash receptacles, lighting, benches, and trees
- Flood/Drainage/Water/Sewer Improvements
- None of the above

12. Please mark which of the following specific activities would be implemented by this project under Public Services addressing the needs of low to moderate income individuals/families:

- Senior Services - Services for the elderly
- Legal Services - Services providing legal aid to low- and moderate-income (LMI) persons
- Youth Services - Services for young people age 13 to 19 that include, for example, recreational services limited to teenagers and teen counseling programs
- Other:
- None of the above

13. Describe how your proposal will accomplish the specific objective(s) checked above.

N/A

Monitoring Outcomes

14. Describe how you plan to monitor your organization's activities, measure outcomes and document the results of your efforts in meeting your goals and objectives.

Describe the need or the demand the proposed program will fulfill.

This will help secure Bowline Point Park from further erosion and protect the amenities of the park.

Organizational Experience

15. Please describe your organization's experience in working with the target population and undertaking similar projects.

If your organization has undertaken this type of activity in the past or has used Rockland County CDBG funds, please describe the activities here.

The Town of Haverstraw has managed many CDBG projects are familiar with the requirements.

The Town has received the 2015,2015, and 2017 funds for a playground and fitness equipment at Bowline Point Park.

The Town currently has a signed agreement for 2018 and 2019 funds for a Pickle Ball court at Bowline Point Park.

The Town also has applications pending for 2020 funding for additional fitness equipment and 2021 funds for a sound stage.

Readiness to Proceed

16. Please describe the readiness of your organization to implement the services or project that you are proposing.

The project is ready to begin as soon as the signed agreements are received.

17. For acquisition or construction projects, please describe your development team (contractor, architect, engineer, etc.) and demonstrate your readiness to begin construction.

Do you have site control? Are plans and specifications complete? If the questions is not applicable, write 'N/A'.

The Town of Haverstraw owns the property at Bowline Point Park and Tamblin Engineering is reviewing the project.

Location

18. Provide the location of where the services will be provided or where the project will be undertaken.

In the Documents tab, please attach a map which shows the project site(s) and defines the geographic service area.

The project will be at Bowline Point Park located in the Village of Haverstraw in the North Rockland area

Target Population

19. Estimate the number of total residents and number of the target population in the geographic service area.

the service area.

For proposals requesting CDBG funds to deliver services, describe how your organization plans to reach the target population.

Total residents: 13,000

Low to moderate income residents: 9,500

20. Rockland County CDBG funds must be spent entirely within the County, and all people directly served with County CDBG funds must be County residents. Will any people living outside the County be directly served under this Activity?

If Yes, what other funds will be used to serve these people?

No

Collaboration

21. Please describe how you will collaborate with other entities on this activity (include other social supportive service providers, outreach efforts and community organizations).

For construction projects, identify any minority business enterprises, women-owned business enterprises or disabled business enterprises that you will contract with. Describe efforts to ensure Section 3 compliance.

The Town of Haverstraw will include in its advertisement to encourage minority, women-owned, or disabled business enterprises to bid on this project. The town will also include in its bid specs the same language above.

Determining Eligibility

22. Please explain how your clients will provide evidence and verification of their eligibility and income.

The clients request a park pass in order to gain admittance into Bowline Point Park. To receive a pass they must provide proof of residency within the Town of Haverstraw.

Performance Measurement

23. GOALS: The proposed Activity meets which of the following goals (select only one):

- Create Suitable Living Environment: Activities designed to benefit communities, families, or individuals by addressing issues in their living environment (such as poor quality infrastructure) or social issues such as crime prevention, literacy, or elderly health services
- Provide Decent Affordable Housing: Housing activities where the purpose of the Activity is to meet individual, family, or community needs and not activities where housing is an element of a larger effort, since such activities would be more appropriately reported under suitable living environment.
- Create Economic Opportunities: Activities related to economic development, commercial development and job creation for low to moderate income households.

24. OBJECTIVES: Select the most appropriate objective for the proposed Activity (select only one):

- Availability/Accessibility: Activities that make services, infrastructure, public facilities, housing, or shelters available or accessible to low- and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low- and moderate-income people where they live.
- Affordability: Activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or daycare
- Sustainability: Activities aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income, by removing or eliminating slums or blighted areas through multiple activities, or services that sustain communities or neighborhoods

Contingency Plan

25. What is your organization's contingency plan if your agency does not receive the requested CDBG funding, or receives less than the amount requested?

The Town of Haverstraw is committed to protecting and improving all the facilities at Bowline Point Park which is utilized by so many in our community. If the project requested is partially funded, the Town will look for other sources to complete the proposed project, which it has done successfully in the past.

The CDBG monies are critical to the project because it allows the Town of Haverstraw to offset the project cost with the awarded amount of monies against the amount to be raised in taxes for its completion. Our community has been hit hard over the past few years with increases in property taxes, therefore, the CDBG funds would aid in improving the park without increasing the communities property taxes.

26. Only new or expansions of a previously-funded public service project will be considered. Does the project represent an expansion of a project previously funded with CDBG? Document how CDBG funds will provide for the increased level of services:

An expansion is considered to be serving a larger number of low-income persons than were previously served. Please refer to "Basically CDBG for Entitlements, Chapter 3: National Objectives" located in the Library.

No

Budget [top](#)

Funding Sources/Revenues	Total Project Cost	Funds Committed (Yes/No)	
CDBG Request	\$ 200,200.00		
Federal			
State			
County			
Municipal			
Private cash donations			
Other (Specify in Narrative section below)			
Total	\$ 200,200.00	\$ 0.00	

CDBG Funding Uses/Expenses	CDBG Funds Requested	Other Funding Sources	Total Project Cost
Personnel Costs			
Consultant Fees			
Supplies			
Rent (lease Required)			
Travel			
Entertainment			
Insurance			
Utilities			
Luncheon/dinner (prepared foods only)			
Bus trips			
Construction Costs	\$ 200,200.00		
Professional Services (Architect/Engineer)			
Acquisition			
Equipment			
Other (Specify in Narrative section below)			
Total	\$ 200,200.00	\$ 0.00	\$ 0.00

Budget Narrative

The project cost: \$200,200.00
 CDBG portion: \$200,200.00
 Please see attached for estimate

Tables [top](#)

Previous CDBG funded projects

Project Name	Year of Project	Amount of Award	Completed on time?	Completed within budget?	Is the service still offered?
Playground Equipment & Fitness	20,151,617	\$ 295,000	✓	✓	✓
Bowline Shoreline Rec Pier	2013/2014	\$ 216,034	✓	✓	✓
Pump Stations as Bowline	2,012	\$ 80,000	✓	✓	✓
Bowline Lighting	2010/2011	\$ 190,000	✓	✓	✓
Fishing Pier	2,009	\$ 80,000	✓	✓	✓
Expansion Pool Deck	2,008	\$ 75,000	✓	✓	✓
Bowline Bathrooms	2,007	\$ 100,000	✓	✓	✓

Total 20,159,653 \$ 1,036,034

Project Schedule

Item Description	Month	Year
Plans and Specs Completed	10	2,022
Estimated Bid Date	3	2,023
Estimated Start-up Date	9	2,023
Estimated Completion Date	12	2,023
Total	34	8,091

Documents [top](#)

Documents Requested *

- Audit/Financial Statements (A-133 Audit)
- IRS 501(c)3 letter
- Job Descriptions (applicable to Public Service or Economic Development Projects only)
- Project Map with Census Tract/Block
- Bylaws
- Articles of Incorporation
- Current Board Members
- Additional Information
- Conflict of Interest Form
[download template](#)
- Procurement Required Disclosures
[download template](#)
- Section 3 Questionnaire
[download template](#)

Required?



Attached Documents *

[2020 Audit](#)

[IRS letter](#)

[N/A](#)

[Map](#)

[Bylaws](#)

[Articles of Incorporation](#)

[Board Members](#)

[Estimate](#)

[Conflict of Interest](#)

[Disclosures](#)

[Section 3](#)

Extra

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Application ID: 396751

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