

**TOWN BOARD  
MAY 24, 2022**

**3. APPOINTMENT OF ONE FULL TIME POLICE CAPTAIN POSITION –  
JOHN J. GOULD**

**RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT JOHN J. GOULD OF STONY POINT, NEW YORK TO THE POSITION OF POLICE CAPTAIN, FULL TIME, CONTINGENT PERMANENT FOR THE TOWN OF HAVERSTRAW, EFFECTIVE IMMEDIATELY AND BE IT FURTHER**

**RESOLVED, THAT MR. GOULD HAS BEEN CLEARED ON ALL PRE-EMPLOYMENT TESTS BY THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND BE IT FURTHER**

**RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND MR. GOULD SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.**

**4. ADOPTION OF MINUTES**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPROVE THE ADOPTION OF MINUTES FOR THE TOWN BOARD MEETING OF MAY 10, 2022.**

**5. PAYMENT OF BILLS**

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

**6. ACCEPTANCE OF REPORTS - NONE**

**7. APPOINTMENT OF BERNARD GJELOSHI - POLICE OFFICER - FULL TIME**

**RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT BERNARD GJELOSHI OF GARNERVILLE, NEW YORK TO THE POSITION OF POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW EFFECTIVE MAY 25, 2022 AND BE IT FURTHER**

**RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL, AND MR. GJELOSHI SHALL SERVE A PROBATION PERIOD OF TWO (2) YEARS.**

**8. APPOINTMENT OF DAVID WINTMAN – POLICE RADIO DISPATCHER (CAD) FULL TIME**

**RESOLVED, THAT UPON THE RECOMMENDATION OF PETER MURPHY, CHIEF OF POLICE, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY APPOINT DAVID WINTMAN OF NEW CITY, NEW YORK TO THE POSITION OF POLICE RADIO DISPATCHER (CAD), FULL TIME, FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT EFFECTIVE MAY 26, 2022, AND BE IT FURTHER**

**RESOLVED, THAT THIS APPOINTMENT IS SUBJECT TO THE RULES AND REGULATIONS OF THE ROCKLAND COUNTY DEPARTMENT OF PERSONNEL.**

9. **SCHEDULE PUBLIC HEARING – TO HEAR ALL COMMENTS AND SUGGESTIONS REGARDING THE TOWN OF HAVERSTRAW 2022 MS4 ANNUAL REPORT**

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY SCHEDULE A PUBLIC HEARING TO HEAR ALL COMMENTS AND SUGGESTIONS REGARDING THE TOWN OF HAVERSTRAW 2022 MS4 ANNUAL REPORT WHICH HAS BEEN PREPARED PURSUANT TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM MUNICIPAL SEPARATE SEWER SYSTEMS (MSRS), PERMIT NO. GP-02-02. SAID PUBLIC HEARING WILL BE HELD ON TUESDAY, JUNE 14, 2022 AT 7:05 P.M. AT THE TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, AND BE IT FURTHER

RESOLVED, THAT THE TOWN CLERK SHALL PUBLISH SAID NOTICE AND ALL PERSONS ARE INVITED TO ATTEND AND WILL BE HEARD BY THE BOARD.

10. **APPOINTMENT OF GILBERT CARLEVARO - BINGO INSPECTOR**

RESOLVED, UPON THE RECOMMENDATION OF THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, GILBERT CARLEVARO OF HAVERSTRAW, NEW YORK IS HEREBY APPOINTED TO THE POSITION OF BINGO INSPECTOR FOR THE TOWN OF HAVERSTRAW COMMENCING MAY 24, 2022 AND TERMINATING DECEMBER 31, 2022 AT A RATE OF \$30.00 PER BINGO.

11. **AGREEMENT BETWEEN PODEROSA ENTERTAINMENT 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 PODEROSA ENTERTAINMENT OF BRONX, NEW YORK FOR THE PURPOSE OF PROVIDING MUSICAL ENTERTAINMENT FOR THE TOWN OF HAVERSTRAW'S CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 23, 2022 WITH RAIN DATE SUNDAY, JULY 24, 2022 FOR TWO (2) SETS FROM 8:00 P.M. – 8:45 P.M. AND 9:15 PM – 10:00 PM AT A COST OF \$3,300.

12. **AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BRAVA MEDIA CORP DBA INFINITSOUND/NUEVA93 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 BRAVA MEDIA CORP DBA INFINITSOUND/NUEVA93 OF BRONX, NEW YORK FOR THE PURPOSE OF PROVIDING SOUND SYSTEM FOR THE TOWN OF HAVERSTRAW'S CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 23, 2022 WITH RAIN DATE SUNDAY, JULY 24, 2022, AT A COST OF \$1, 2000.

13. **AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MARCOS FERREIRA (DJ ANUBIS) 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 MARCOS FERREIRA (DJ ANUBIS) OF NEW YORK, NEW YORK FOR THE PURPOSE OF DJ SERVICES FOR THE TOWN OF HAVERSTRAW'S CONCERT IN THE PARK AT BOWLINE POINT PARK FOR SATURDAY, JULY 23, 2022 WITH RAIN DATE SUNDAY, JULY 24, 2022, AT A COST OF \$500.

**14. AUTHORIZING THE SUPERVISOR TO SIGN A HOST COMMUNITY AGREEMENT WITH CHAMPLAIN HUDSON POWER EXPRESS LLC FOR THE CHAMPLAIN HUDSON POWER EXPRESS PROJECT**

WHEREAS, CHAMPLAIN HUDSON POWER EXPRESS LLC ("THE COMPANY") IS DEVELOPING THE CHAMPLAIN HUDSON POWER EXPRESS PROJECT ("THE PROJECT"), A FULLY- BURIED 1,250-MEGAWATT HIGH VOLTAGE DIRECT CURRENT ELECTRIC TRANSMISSION LINE EXTENDING FROM THE U. S.- CANADA BORDER TO NEW YORK CITY, AND

WHEREAS, THE COMPANY IS IN RECEIPT OF ALL FEDERAL AND STATE SITING APPROVALS NECESSARY IN ORDER TO AUTHORIZE THE CONSTRUCTION AND OPERATION OF THE PROJECT, INCLUDING A CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY AND PUBLIC NEED (ARTICLE VII CERTIFICATE) ISSUED BY THE NEW YORK STATE PUBLIC SERVICE COMMISSION, AND

WHEREAS, THE ARTICLE VII CERTIFICATE APPROVED THE ROUTING OF THE PROJECT ALONG U.S. ROUTE 9W IN THE TOWN OF STONY POINT, TOWN OF HAVERSTRAW, VILLAGE OF WEST HAVERSTRAW, VILLAGE OF HAVERSTRAW, AND TOWN OF CLARKSTOWN (ROCKLAND HOST COMMUNITIES), AND

WHEREAS, BY RESOLUTION NO. 100-2018, ADOPTED JANUARY 22, 2018, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW AUTHORIZED THE SUPERVISOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COMPANY AND THE OTHER ROCKLAND HOST COMMUNITIES, TO SHARE IN PAYMENTS THE COMPANY AGREED TO MAKE IN RECOGNITION THAT THE ROUTING AND PROJECT WILL CAUSE TEMPORARY DISRUPTION AND INCONVENIENCE TO CITIZENS AND BUSINESSES, AND

WHEREAS, THE COMPANY HAS PREPARED A HOST COMMUNITY AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND THE COMPANY, AND

WHEREAS, UNDER SAID AGREEMENT, THE COMPANY WOULD MAKE A TOTAL HOST FUND PAYMENT TO THE TOWN OF HAVERSTRAW OF \$6,800,000.00 IN TWO EQUAL INSTALLMENTS OF \$3,400,000.00 IN RECOGNITION THAT THE ROUTING AND PROJECT WILL CAUSE TEMPORARY DISRUPTION AND INCONVENIENCE TO THE CITIZENS AND BUSINESSES OF HAVERSTRAW;

NOW, THEREFORE, BE IT

RESOLVED, THAT THE TOWN BOARD AUTHORIZES THE SUPERVISOR TO SIGN THE HOST COMMUNITY AGREEMENT, AS APPROVED BY THE TOWN ATTORNEY, WITH CHAMPLAIN HUDSON POWER EXPRESS LLC, AND BE IT

FURTHER RESOLVED, THAT THE SUPERVISOR IS HEREBY AUTHORIZED TO ACCEPT THE HOST FUND PAYMENTS AS PAYABLE ACCORDING TO THE HOST COMMUNITY AGREEMENT.

**15. AWARD OF BID - TOWN OF HAVERSTRAW BID NO. 6- 2022 – BUS TRANSPORTATION FOR SUMMER RECREATION PROGRAM – 2022**

RESOLVED, THAT UPON THE RECOMMENDATION OF PHILIP G. REICHERTER, DIRECTOR OF THE TOWN OF HAVERSTRAW SUMMER RECREATION PROGRAM, AND THE BIDS HAVING BEEN FOUND IN ORDER BY THE TOWN ATTORNEY, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD THE BID FOR THE BUS TRANSPORTATION FOR THE TOWN OF HAVERSTRAW SUMMER RECREATION PROGRAM 2022 TO TOTAL CHARTER CORP. OF HAVERSTRAW, NEW YORK, THE SOLE BIDDER, AT DAILY BUS ROUTES OF \$296.00 PER DAY AND SPECIAL TRIPS AS MENTIONED IN THE BID SPECIFICATIONS.

**16. ACCEPTANCE OF LETTER OF RESIGNATION – SHAWNA AMATO**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY ACCEPT THE LETTER OF RESIGNATION FOR POLICE OFFICER, FULL TIME FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, SHAWNA AMATO, EFFECTIVE MAY 16, 2022.**

**17. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND FIREWORKS EXTRAVAGANZA**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH FIREWORKS EXTRAVAGANZA, OF PARAMUS, NEW JERSEY FOR THE PURPOSE OF PROVIDING A FIREWORKS DISPLAY ON SATURDAY, JULY 2, 2022 WITH A RAIN DATE OF SUNDAY, JULY 3, 2022, AT BOWLINE POINT PARK, AND BE IT FURTHER**

**RESOLVED, THAT THE COST OF SAID AGREEMENT SHALL NOT EXCEED \$60,000.**

**18. APPROVAL OF CHANGE ORDER NO. 2 -CONSTRUCTION OF PHASE 1 OF THE HAVERSTRAW RECREATION COMPLEX FOR THE TOWN OF HAVERSTRAW CONTRACT 2- ELECTRICAL CONSTRUCTION**

**BASED UPON THE RECOMMENDATION OF SUBURBAN ENGINEERING, TOWN CONSULTING ENGINEERS, THE TOWN BOARD HEREBY APPROVES CHANGE ORDER NO. 2 WITH HUSH MAINTENANCE CORP OF HAVERSTRAW, NEW YORK TO SUPPLY LABOR AND MATERIALS TO RUN EXTRA WIRE TO SITE LIGHTING TO ACCOMMODATE THE PROPER VOLTAGE FOR THE APPROVED SPECIFIED FIXTURE IN THE AMOUNT OF \$17,360.43 AND FOR HCO3-FEEDER CONDUITS; HCO4-SITE LIGHT/MUSCO LIGHT CONDUITS; HCO5-TELECO CONDUITS; HCO6-2" PVC CONDUIT IN THE AMOUNT OF \$40,023.63 AT A TOTAL COST OF \$57,384.06.**

**19. ACCEPTANCE OF DWI ENFORCEMENT FUNDS FROM ROCKLAND COUNTY**

**WHEREAS THE COUNTY OF ROCKLAND IS WILLING TO GIVE THE TOWN OF HAVERSTRAW UP TO \$5,000 IN STOP DWI ENFORCEMENT FUNDS, IT IS RESOLVED THAT THE TOWN OF HAVERSTRAW IS WILLING TO ACCEPT UP TO \$5,000 IN STOP DWI ENFORCEMENT FUNDS.**

**20. AWARD OF RFQ NO. 9- 2022 TO WILLOW'S BEND - REMOVAL OF EXISTING PUMP STATION AND INSTALLATION OF NEW PUMP STATION AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE**

**WHEREAS CHRISTOPHER DYROFF, SUPERINTENDENT OF GOLF COURSE HAS ADVISED THAT THE EXISTING PUMP STATION AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE IS NO LONGER PROPERLY OPERATING AND THAT IT MUST BE REPLACED AS SOON AS POSSIBLE ON AN EMERGENCY BASIS TO AVOID LARGE SCALE DAMAGE TO THE GOLF COURSE IF IT CEASES TO OPERATE AND**

**WHEREAS CHRISTOPHER DYROFF, REQUESTED THREE (3) QUOTES WERE AND ONLY TWO (2) REQUEST FOR QUOTES WERE SUBMITTED FOR THE REMOVAL OF EXISTING PUMP STATION AND INSTALLATION OF NEW PUMP STATION AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE, AND BE IT**

**RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW ON AN EMERGENCY BASIS DOES HEREBY AWARD RFQ NO. 9- 2022 TO WILLOW'S BEND OF BELLE MEAD, NEW JERSEY, AT A COST OF \$149,775.00 AND \$4,500.00**



FOR A TWO YEARS PERFORMANCE AND MAINTENANCE BOND FOR A TOTAL COST OF \$154,275.00, THE LOWEST QUOTE.

21. ESTABLISH CAPITAL PROJECT – REMOVAL OF EXISTING PUMP STATION AND INSTALLATION OF NEW PUMP STATION AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, THAT THE TOWN BOARD HEREBY APPROVES THE REMOVAL OF EXISTING PUMP STATION AND INSTALLATION OF NEW PUMP STATION AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE, AS A CAPITAL PROJECT IN THE AMOUNT OF \$200,000.00, WHICH WILL BE FUNDED FROM THE GENERAL FUND AS AN INTERFUND TRANSFER.

22. AWARD OF RFQ NO. 10- 2022 TO JD SOUND AND VIDEO – TWO (2) OUTDOOR SOUND SYSTEMS AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX

RESOLVED, THAT THREE (3) REQUEST FOR QUOTES WERE REQUESTED AND WERE SUBMITTED TO MICHAEL GAMBOLI, DIRECTOR OF FINANCE FOR TWO (2) OUTDOOR SOUND SYSTEMS AT THE TOWN OF HAVERSTRAW RECREATION COMPLEX AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFQ NO. 10- 2022 TO JD SOUND AND VIDEO OF VOORHEES, NEW JERSEY AT A COST OF \$33,223.87 THE LOWEST QUOTE.

23. AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND FLYING FILMS NY

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AUTHORIZE HOWARD T. PHILLIPS, JR., SUPERVISOR TO ENTER INTO AN AGREEMENT WITH FLYING FILMS NY FOR THE SERVICE OF SHOOTING VIDEO AT THE 4<sup>TH</sup> OF JULY EVENT ON SATURDAY, JULY, 2, 2022, AT A COST OF \$975.

24. APPROVAL OF PAYMENT FOR THE SUMMER AND FALL FITNESS CLASS INSTRUCTORS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, DOES HEREBY AGREE TO COMPENSATE THE INSTRUCTORS OF THE SUMMER AND FALL FITNESS CLASSES (TAE KWON DO, TAI CHI, MIXXEDFIT, CARDIO KICKBOXING, ZUMBA AND YOGA) AT BOWLINE POINT PARK AT A RATE OF \$60.00 PER CLASS.

25. FY2022 ANNUAL SUBRECIPIENT AGREEMENT WITH THE COUNTY OF ROCKLAND COMMUNITY DEVELOPMENT AGENCY

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ROCKLAND TO OBTAIN A COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE PURCHASE OF A SOUND STAGE 14 X 36 FOR ALL ACTIVITIES AT BOWLINE PARK IN THE SUM OF \$200,000.00.

26. AUTHORIZATION FOR SUPERVISOR TO SIGN AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND STONEFIELD ENGINEERING AND DESIGN, LLC

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO SIGN AGREEMENT BETWEEN THE TOWN OF HAVERSTRAW AND STONEFIELD ENGINEERING AND DESIGN, LLC OF NEW YORK, NEW YORK FOR ENGINEERING REVIEW SERVICES FOR A PROPOSED OFFICE DEVELOPMENT AT A COST OF \$2,500.

**SANITATION COMMISSION MEETING – MAY 24, 2022**

**2. APPROVAL OF LICENSE FOR GARBAGE REMOVAL FOR JL TRUCKING INC.**

**RESOLVED, THAT THE SANITATION COMMISSION OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE APPLICATION FOR A LICENSE FOR JL TRUCKING, INC., OF MONSEY, NEW YORK TO EXPIRE ON APRIL 30, 2023.**

CHAMPLAIN HUDSON POWER EXPRESS PROJECT

HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT**, dated as of June 1, 2022 (the “Agreement”), by and between the [TOWN / VILLAGE OF \_\_\_\_\_], a body corporate and politic under the laws of the State of New York (the “State”) with an office at [\_\_\_\_\_] (the “Host Community”), and **CHPE LLC**, a limited liability company organized under the laws of the State having an office at 600 Broadway, Albany, New York (the “Company”),

WITNESSETH:

**THAT WHEREAS**, the Company is developing the Champlain Hudson Power Express Project (the “Project”), a fully-buried, up to 1,250-megawatt (“MW”) high-voltage direct current (“HVDC”) electric transmission line from the U.S.-Canada border to New York City; and

**WHEREAS**, the Company is in receipt of all federal and state siting approvals necessary in order to authorize the construction and operation of the Project, including a Certificate of Environmental Compatibility and Public Need (as amended, the “Article VII Certificate”) issued by the New York State Public Service Commission; and

**WHEREAS**, the Article VII Certificate approved the routing of the Project along U.S. Route 9W (the “Route 9W Routing”) in the Town of Stony Point, Town of Haverstraw, Village of West Haverstraw, Village of Haverstraw, and Town of Clarkstown (the “Rockland Host Communities”); and

**WHEREAS**, the Company and the Rockland Host Communities entered into a Memorandum of Understanding dated as of January 31, 2018 acknowledging that the Route 9W Routing will entail installation of Project cables in local roads and in a state highway that serves as a primary transportation artery extending through a particularly dense and diverse urban and suburban landscape and that such installation will cause temporary disruption and inconvenience to citizens and businesses, and supporting the Route 9W Routing and the Project; and

**WHEREAS**, in recognition of the Rockland Host Communities’ support of the Route 9W Routing and the temporary disruption, the Company has agreed to make payments in the total amount of \$22 million for capital projects or acquisition of property within the Rockland Host Communities (the “Host Fund Payments”) and in the total amount of \$9 million for streetscape improvements within some of the Rockland Host Communities (the “Streetscape Payments”, and together with the Host Fund Payments, the “Route 9W Payments”), as specified in Exhibit A attached hereto; and

**WHEREAS**, the Host Community understands and agrees that Route 9W Payments would not be owed until after the closing with respect to the construction loan(s) providing financing to the Company for the purpose of undertaking the Project (the “Construction Financing”) and delivery to the Rockland Host Communities of notice (the “First Draw Notice”) from the Company regarding the Company’s receipt of its first draw under the Construction

Financing (the “First Draw”), a form of which notice is attached hereto as Exhibit B; and

**WHEREAS**, the municipal board of the Host Community has adopted a resolution, a copy of which is attached hereto as Exhibit C, dated May \_\_, 2022 (the “HCA Resolution”) approving the terms of this Agreement and authorizing its execution;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual terms, conditions, limitations and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

**Section 1. Representations and Covenants.**

Each of the parties, solely for itself, hereby represents and covenants that, as of the date of this Agreement:

a. It is duly organized, validly existing, and in good standing under the laws of the State and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

b. All necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with the terms of this Agreement and applicable law.

c. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by it except such as have been duly obtained or made.

d. To the best of its knowledge, none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any of its resolutions, or any of its formation documents, as amended, or of any restriction or any agreement or instrument to which it is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other agency or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any bond, indenture, or any other agreement or instrument to which it is a party or by which it or any of its properties or assets is bound.

e. To the best of its knowledge, there is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.



f. To the best of its knowledge, the conduct of its business is in compliance with all applicable governmental approvals with respect to which a failure to comply, in any case or in the aggregate, would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

g. In the case of the Host Community only, the HCA Resolution has not been modified or rescinded and is and shall remain in full force and effect as of the date hereof and during the Term hereof.

## **Section 2. Term.**

The term of this Agreement (the "Term") shall commence as of the date of this Agreement and shall expire upon payment by the Company of the second installment of the Host Fund Payment pursuant to the terms hereof.

### **Section 3.1. Host Fund Payments and Due Dates.**

a. Host Fund Payments and Due Dates. Host Fund Payments to the Host Community shall be in the total amount set forth under that heading in Exhibit A. Host Fund Payments to the Host Community shall be paid by the Company in the installment amounts set forth in Exhibit A, the first installment of which shall be paid within thirty (30) days after the First Draw and the second installment of which shall be paid within thirty (30) days after the date on which the Company has completed construction and operational testing of the Project and has established that the Project is capable of continuous electrical transmission at its maximum capacity and has undergone line loss testing, as evidenced by the date stated in the Company's notice to the New York Independent System Operator that the Project has become or will become commercially operational (the "Commercial Operation Date"). The Company shall provide the First Draw Notice to the Host Community within thirty (30) days after the Company's receipt of the First Draw, and payment of the first installment of the Host Fund Payment will be made simultaneously with provision of the First Draw Notice. The Company shall provide notice of the Commercial Operation Date, a form of which is attached hereto as Exhibit C, to the Host Community within thirty (30) days after the Commercial Operation Date, and payment of the second installment of the Host Fund Payment will be made simultaneously with provision of the notice of the Commercial Operation Date.

b. Purpose of Host Fund Payments. The Host Community shall use Host Fund Payments to support new capital projects or acquisition of property within the Host Community that will be owned or operated by governmental bodies or non-profit organizations. Identification of such projects or acquisition of property and the timing of their construction or acquisition shall be in the sole discretion of the Host Community.

### **Section 3.2. Streetscape Payments and Due Dates.** [NOTE: This Section would not be included in the Host Community Agreements with the Town of Haverstraw and the Town of Clarkstown.]

a. Streetscape Payments and Due Dates. Streetscape Payments to the Host Community shall be in the total amount set forth under that heading in Exhibit A. Streetscape Payments to the Host Community shall be paid by the Company in the installment amounts set

forth in Exhibit A, the first installment of which shall be paid within thirty (30) days after the First Draw, the second of which shall be paid on or before the first anniversary of the first installment of the Streetscape Payment, and the third of which shall be paid on or before the second anniversary of the first installment of the Streetscape Payment. The Company shall provide the First Draw Notice to the Host Community within thirty (30) days after the Company's receipt of the First Draw, and payment of the first installment of the Streetscape Payment will be made simultaneously with provision of the First Draw Notice.

b. Purpose of Streetscape Payments. The Host Community shall use Streetscape Payments for road improvement and beautification projects within the Host Community and along the U.S. Route 9W corridor, including planning for and potential installation of new curbing, sidewalks, street lighting, benches, and plantings. Identification of such improvements and projects shall be in the sole discretion of the Host Community. The Host Community shall be solely responsible for any and all applicable approvals and/or permitting (including but not limited to by the New York State Department of Transportation) associated with any road improvement and beautification projects. The Company shall be responsible for restoration of the U.S. Route 9W corridor ("*Road Restoration Activities*"), including curb-to-curb repaving and repair of construction-related damage to curbing and sidewalks, to at least the condition that existed prior to construction of the Project, but shall not be responsible for road improvements or beautification projects.

c. Coordination and Notice. The Host Community believes that efficiencies may be achieved by coordinating road improvement and beautification projects with Road Restoration Activities but recognizes that the Company's construction plan and schedule for the Project cannot be altered to accommodate the Host Community's planned improvements and projects. In an effort to provide assistance to the Host Community in its planning of road improvement and beautification projects, the Company, pursuant to its established construction plans for the Project, will: (a) provide the Host Community with (i) a high-level overview of the planned construction program, (ii) preliminary design plans and anticipated schedule for the portion of the Project located within the Host Community prior to filing the Environmental Management and Construction Plans ("*EM&CP*") with the State for review, and (iii) the EM&CP and anticipated schedule for the portion of the Project located within the Host Community when filed with the State; and (b) host an open house for the general public to provide further information on the construction program prior to construction.

d. Noninterference. Notwithstanding anything herein to the contrary, the Host Community agrees not to interfere with or otherwise interrupt or delay the Company's construction plan and schedule.

### **Section 3.3. Payee and Late Payments.**

a. Payee. Each Route 9W Payment shall be paid by the Company to the Host Community at the following address:

[Town / Village] of [\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]



#### Section 4. Default.

a. Event of Default. Any one or more of the following events shall constitute an event of default under this Agreement, and the terms “Event of Default” or “Default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

i. Failure of the Company to make Route 9W Payments by the due date;

ii. Failure of either party to perform its obligations under this Agreement, other than the payment of Route 9W Payments, for a period of thirty (30) days after receipt of written notice from the other party specifying the nature of such Default and requesting that it be remedied; *provided, however*, that if such failure is not feasibly capable of cure within thirty (30) days, the defaulting party shall be granted additional time to effect cure, provided the effort to cure has been commenced within such thirty (30) period and prosecuted with due diligence; or

b. Remedies Upon Default. Upon the occurrence of an uncured Event of Default as specified under this Agreement, a non-defaulting party may, at its sole discretion, elect to (i) terminate this Agreement by providing the defaulting party at least thirty (30) days’ advance written notice of its election to terminate, or (ii) bring an action or proceeding in New York State Supreme Court, County of Rockland, seeking such remedy or remedies as the non-defaulting party may elect, including, but not limited to, an order directing specific performance of any obligation which the defaulting party has failed to discharge, including but not limited to the basis for the declaration of Default; *provided, however*, that prior to the exercise of any remedy hereunder, the non-defaulting party must provide the defaulting party with at least thirty (30) days’ prior written notice of such Default.

c. No Acceleration. Upon the occurrence and during the continuation of an Event of Default hereunder, the Host Community shall not have the right to accelerate future Route 9W Payments not yet due and payable as of the date of such exercise of remedies.

d. Right to Cure. Prior to the exercise of any remedy by the Host Community hereunder following an Event of Default, the Company and any bank or other financial institution making a loan to the Company, the proceeds of which will be used to finance the acquisition, construction, installation and equipping of the Project Facility (“Lender”) shall have an absolute right to cure such Event of Default during the time period allowed for curing same. If the Company at any time during the Term prior to the occurrence of an Event of Default provides a written request to the Host Community that notices hereunder be provided to a Lender, any such Lender shall be afforded an additional sixty (60) days (beyond the time period allowed for the Company to cure) within which to cure an Event of Default on behalf of the Company.

#### Section 5. Notices.

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, telecopied, transmitted by electronic mail, or delivered to the parties at the respective addresses set forth below:

a. If to the Host Community:

[Town / Village] of [\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Attention: [\_\_\_\_\_]
Telephone: [\_\_\_\_\_]
Email: [\_\_\_\_\_]

with a copy to:

[Host Community's Law Firm]
[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]
Attention: [\_\_\_\_\_]
Telephone: [\_\_\_\_\_]
Email: [\_\_\_\_\_]

b. If to the Company:

CHPE LLC
600 Broadway
Albany, New York 12207
Attention: William Helmer, Esq.
Telephone: (518) 465-0710
Email: bill.helmer@transmissiondevelopers.com

with a copy to:

Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Peter H. Swartz
Telephone: (315) 554-8166
Email: phs@swartzmoses.com

The Host Community and the Company may, by notice given hereunder, designate any further or different addresses to which, or the manner by which, subsequent notices, certificates and other communications shall be sent. A copy of all notices to the Company hereunder shall also be served on any Lender identified pursuant to Section 4(d) hereof, and no such notice or other communication to the Company shall be deemed received unless a copy is so served upon any such Lender in the manner provided herein for the giving of notice.



## Section 6. Miscellaneous.

- a. Support. The Host Community shall support the Company's application to the Rockland County Industrial Development Agency for financial assistance in the form of an exemption from real property taxes covered by a payment in lieu of tax ("PILOT") agreement. The municipal board of the Host Community has adopted a resolution, a copy of which is attached hereto as Exhibit E, dated May \_\_, 2022 (the "PILOT Resolution") approving the terms of the PILOT agreement and authorizing its execution. The Host Community shall execute and deliver all such documents and/or instruments reasonably required to implement the terms of the PILOT agreement, shall publicly support the PILOT agreement and the Project upon the reasonable request of the Company, and shall not, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company, this Agreement, the Project, or the PILOT agreement, or otherwise oppose the Project in any proceeding, review process or hearing.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State without giving effect to the conflict of laws principles thereof. All disputes arising out of or in connection with this Agreement shall be decided in the first instance by the New York State Supreme Court, County of Rockland, to the exclusion of all other courts, except that the parties shall have all appeal rights allowed by State law. The parties executing this Agreement hereby submit to the jurisdiction of the New York State Supreme Court, County of Rockland, for purposes of all such suits.
- c. Severability. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected so long as the parties renegotiate the unenforceable or invalid provision(s) in order to accomplish the goal and intent of this Agreement.
- d. No Recourse; Limited Obligations of the Parties. All obligations of the parties contained in this Agreement shall be deemed to be the corporate obligations of the respective parties and not obligations of any member, officer, official, agent, servant, employee, or affiliate of the parties. No recourse or claim based upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had, brought or asserted, directly or indirectly, against any past, present, or future member, officer, official, agent, servant, employee, or affiliate of the parties. All such liability of any such member, officer, official, agent, servant, employee, or affiliate is hereby, to the extent permitted by law, expressly waived and released by the parties as part of the consideration for execution of and entry into this Agreement.
- e. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding of the parties, and it supersedes all prior agreements and understandings, written or oral, between the parties. This Agreement may not be amended except by an instrument in writing signed by the parties hereto.
- f. Assignment. This Agreement may be assigned by the Company in connection with a sale of the Project provided the purchaser assumes the obligations hereunder. This Agreement may not be assigned by the Host Community.

g. Membership Interest Transfers. Nothing in this Agreement shall prevent, restrict or limit in any way the right of any member of the Company, or any successive transferee of any member, to sell, convey, transfer, encumber or otherwise dispose of its membership interest(s) in the Company (or a portion thereof) to one or more persons without the consent of the Host Community, or divide its membership interest(s) into different classes and sell, convey, transfer, encumber or otherwise dispose of such divided interest(s) to one or more persons without the consent of the Host Community.

h. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon each of the parties and, as permitted by this Agreement, their respective successors and permitted assigns.

i. Termination. The Company shall have the option to terminate this Agreement at any time prior to the Construction Financing on thirty (30) days' advance notice to the Host Community.

j. Execution in Counterpart. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto or, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (PDF), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party shall raise the use of a facsimile machine or electronic transmission in PDF to deliver a signature or the fact that any signature was transmitted or communicated through such means as a defense to the formation of an agreement and each party forever waives any such defense.

k. Section Headings Not Controlling. The section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed  
as of the day and year first above written.

**[TOWN / VILLAGE] OF [\_\_\_\_\_]**

BY: \_\_\_\_\_  
Name:  
Title:

**CHPE LLC**

BY: \_\_\_\_\_  
Name:  
Title:

[illegible]

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



## **EXHIBIT A**

### **HOST FUND PAYMENTS**

The following schedule sets forth the Host Fund Payment installments to the Rockland Host Communities for the Project.

Rockland Host Community	Total Host Fund Payment Amount	First Installment (Due within 30 days after First Draw)	Second Installment (Due within 30 days after Commercial Operation Date)
Town of Stony Point	\$5,300,000	\$2,650,000	\$2,650,000
Town of Haverstraw	\$6,800,000	\$3,400,000	\$3,400,000
Village of West Haverstraw	\$2,500,000	\$1,250,000	\$1,250,000
Village of Haverstraw	\$3,500,000	\$1,750,000	\$1,750,000
Town of Clarkstown	\$3,900,000	\$1,950,000	\$1,950,000
Total	\$22,000,000	\$11,000,000	\$11,000,000

### **STREETSCAPE PAYMENTS**

The following schedule sets forth the Streetscape Payment installments to the Rockland Host Communities for the Project.

Rockland Host Community	Total Streetscape Payment Amount	First Installment (Due within 30 days after First Draw)	Second Installment (Due on first anniversary of First Installment)	Third Installment (Due on second anniversary of First Installment)
Town of Stony Point	\$2,914,286	\$971,430	\$971,428	\$971,428
Village of West Haverstraw	\$2,228,572	\$742,858	\$742,857	\$742,857
Village of Haverstraw	\$3,857,142	\$1,285,714	\$1,285,714	\$1,285,714
Total	\$9,000,000	\$3,000,002	\$2,999,999	\$2,999,999

[NOTE: The Streetscape Payments schedule would not be included in the Host Community Agreements with the Town of Haverstraw and the Town of Clarkstown.]

**EXHIBIT B**

**FORM OF FIRST DRAW NOTICE**

[CHPE Letterhead]

\_\_\_\_\_, 2022

Town of Stony Point  
Attn: Supervisor  
74 East Main Street  
Stony Point, NY 10980

Town of Haverstraw  
Attn: Supervisor  
1 Rosman Road  
Garnerville, NY 10923

Village of West Haverstraw  
Attn: Mayor  
130 Samsondale Avenue  
West Haverstraw, NY 10923

Village of Haverstraw  
Attn: Mayor  
40 New Main Street  
Haverstraw, NY 10927

Town of Clarkstown  
Attn: Supervisor  
10 Maple Avenue  
New City, NY 10956

Re: Champlain Hudson Power Express Project – First Draw Notice

CHPE LLC (the “Company”) has closed on the construction loan(s) providing financing to the Company for the purpose of undertaking the Champlain Hudson Power Express electric transmission project (the “Project”) and received its first draw under such financing on \_\_\_\_\_, 2022. This notice is intended to serve as the “First Draw Notice” pursuant to Section 3.1(a) of the Host Community Agreement for the Project.

CHPE LLC

By: \_\_\_\_\_  
Authorized Representative

**EXHIBIT C**

**HCA RESOLUTION**

**EXHIBIT D**

**FORM OF NOTICE OF COMMERCIAL OPERATION DATE**

[CHPE Letterhead]

\_\_\_\_\_, 2022

Town of Stony Point  
Attn: Supervisor  
74 East Main Street  
Stony Point, NY 10980

Town of Haverstraw  
Attn: Supervisor  
1 Rosman Road  
Garnerville, NY 10923

Village of West Haverstraw  
Attn: Mayor  
130 Samsondale Avenue  
West Haverstraw, NY 10923

Village of Haverstraw  
Attn: Mayor  
40 New Main Street  
Haverstraw, NY 10927

Town of Clarkstown  
Attn: Supervisor  
10 Maple Avenue  
New City, NY 10956

Re: Champlain Hudson Power Express Project – Notice of Commercial Operation Date

The Champlain Hudson Power Express electric transmission project (the “Project”) commenced commercial operation on \_\_\_\_\_, 2022. This notice is intended to serve as the notice of the “Commercial Operation Date” pursuant to Section 3.1(a) of the Host Community Agreement for the Project.

CHPE LLC

By: \_\_\_\_\_  
Authorized Representative



**EXHIBIT E**

**FORM OF PILOT RESOLUTION**





**Town Of Haverstraw**

**Display Contract Documents**



# Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310

US DOT Hazardous Materials Carrier DOT#2064141

MD Explosive Dealer License #W-016

NY State Dealer/Manufacturer License #D-5741

NJ Permit to Use Explosives License #003309

NYC Fireworks Contractor — Certificate of Fitness #E11917

*Worldwide Experience in Pyrotechnics - Since 1995*

**1-800-765-BANG** (2264) • 206-202-1544 FAX

121 GERTRUDE AVE • PARAMUS, NJ 07652



Hanover Germany 2009 International  
Competition first place.

[www.fwextravaganza.com](http://www.fwextravaganza.com)

## PYROTECHNIC SERVICES CONTRACT

On this Day - May 12, 2022

**J&J Computing, Inc. d/b/a Fireworks Extravaganza (A New York Corporation)** Located at  
121 Gertrude Avenue, Paramus, NJ 07652

-And-

**Town Of Haverstraw** Located at , One Rosman Road, Garnerville, New York, 10923 known as  
the "SPONSOR"

**WHEREAS**, the parties have entered into an agreement relating to the sale and/or display of  
fireworks which they desire to have set forth in writing:

**NOW, THEREFORE**, the parties agree as follows:

1. That **FIREWORKS EXTRAVAGANZA** intends to sell and/or display fireworks only to  
appropriately authorized individuals. The products will be used in the display and not to be  
sold or provided to any individual. You are contracting a display not a purchase of explosive  
material.
2. The **Sponsor** agrees to pay a display price of **\$60,000.00** for the display agreed upon.  
**FIREWORKS EXTRAVAGANZA** will provide the display on **7.2.2022** at **Haverstraw Chair  
Factory Site & Boline Park**. It is agreed that the sponsor and **FIREWORKS EXTRAVAGANZA**  
will work together on timing, display length and scheduling of the display time. Start time will  
be dictated by sponser.

3. Upon signing of this agreement, **Sponsor** agrees to pay 50% deposit of the show price. At contract signing the amount paid to date or transferred from previous contracts has been \$0. Total due at the signing of this contract is \$29,750

4. **Sponsor** agrees to maintain a secure site which meets NFPA 1123, 2010 distance requirements (70' per inch of shell diameter), as defined by **FIREWORKS EXTRAVAGANZA** and Sponsor's local Fire Authority and to provide proper police/crowd security personnel to insure adequate patrol of this site as marked and secured by the Sponsor until **FIREWORKS EXTRAVAGANZA** advises that the security is no longer necessary. **Sponsor** also agrees to furnish proper parking supervision.

5. **FIREWORKS EXTRAVAGANZA** reserves the right to terminate the display being exhibited by **FIREWORKS EXTRAVAGANZA** in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.

6. **SPONSOR** will have the display site approved and permit application signed by the local Fire Authority having jurisdiction. In addition, **Sponsor** will have available at the display site Fire and/or other local Emergency Response Personnel as required by county and/or state authority.

6b. **SPONSOR** will be responsible for all costs incurred to have the display site and permit application signed and approved by the local authoritative body, policing agencies and emergency response personnel that are required by the local authority having jurisdiction. Sponser agrees to pay the authority directly for all costs.

7a. In the event of inclement weather, the display may be rescheduled to **Mutually Agreed Upon**. There will be a postponement fee of twenty five percent (25%) of the total contract price if the display has left the warehouse. If the **SPONSOR** notified **FIREWORKS EXTRAVAGANZA** of postponement prior to display leaving warehouse on show day the postponement fee will be ten percent (10%) of the total contract price.

7b. In the event of a cancellation of the display prior to 14 days before show day, there will be a cancellation fee of Fifty percent (50%) of the total contract price. In the event the show is cancelled less then 14 days prior the complete contract price is due.



7c. For Displays scheduled for 2021/2022, because of the worldwide pandemic of COVID-19, the display may be rescheduled (Not Cancelled) for any reason anytime seven (7) days before the display date, by notice in writing. This Covid clause is only for displays with a **display date** in 2021-2022 and not the contract date.

8. In the event of excessive safety risks and factors, extraordinary circumstances or inclement weather which may cause the start of the display to be altered from the agreed upon time, every effort will be made by **FIREWORKS EXTRAVAGANZA** to perform the display at the **Sponsor's** request. Once the display has been setup and the fireworks loaded, only **FIREWORKS EXTRAVAGANZA** and/or the Authority Having Jurisdiction shall have the right to advance or delay the start of the display, or cancel it if it is deemed necessary. Demands for cancellation by the Sponsor once the display is on site and set up will result in 100% of the contract amount invoiced

9. **FIREWORKS EXTRAVAGANZA**, upon acceptance of this contract in writing by both parties, agrees to fulfill the contract in a safe, professional, and workmanlike manner and further to provide liability insurance coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)**. Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract.

10. **FIREWORKS EXTRAVAGANZA** reserves the right to substitute shells or other pyrotechnic devices with like items of equal or greater value in the event substitution is required. The quality of the display, duration and finale will never be less than the proposal.

11. **FIREWORKS EXTRAVAGANZA** shall be responsible for all labor to dig mortar holes, set up display pieces and finale racks and to dismantle, clean up and collect debris, including unfired pyrotechnic devices if any, caused by the display the evening of the display.

11a. For land based displays **SPONSOR** will be responsible for a thorough search for post display debris, including unfired pyrotechnic devices, if any, and policing of area at first light following exhibition, if there are any pyrotechnic devices found the **SPONSOR** agrees to contact Fireworks Extravaganza immediately for pickup and disposal. For water based displays FE will be responsible for post display inspections.

11b. For water based displays, FE will coordinate the Barge, Tug, All coast guard required insurance and loading location. FE will arrange for the display barge being brought to the display site on time for display start. FE will work with security boats that are necessary for the permit and safety according to the coast guard. The cost is including in this contract price.

12. **SPONSOR** will provide all the information needed for **FIREWORKS EXTRAVAGANZA** to obtain the required insurance coverage by filling out the "Required Insurance Form" attached to this contract, and submitting it with 5 days of contract acceptance.

IN WITNESS WHERE OF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

 SIGNATURE  
Fireworks Extravagnza

---

John C. Sagaria  
President, Fireworks Extravaganza

 SIGNATURE  
Howard Phillips

---

Howard Phillips  
Town Of Haverstraw

# Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310  
US DOT Hazardous Materials Carrier DOT#2064141  
MD Explosive Dealer License #W-016  
NY State Dealer/Manufacturer License #D-5741  
NJ Permit to Use Explosives License #003309  
NYC Fireworks Contractor — Certificate of Fitness #E11917

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121 GERTRUDE AVE • PARAMUS, NJ 07652



Hanover Germany 2009 International  
Competition first place.

[www.fwextravaganza.com](http://www.fwextravaganza.com)

## REQUIRED INSURANCE INFORMATION

**PLEASE PROVIDE THE FOLLOWING INFORMATION IN ADDITION TO A SITE PLAN FOR THE LOCATION YOU HAVE LISTED BELOW.**

### **SPONSOR / ORGANIZATION**

Contact Person

Address

City

State

Zip

**Others to be Insured**

(i.e. Property Owner)

**Date of Display**

**Time of Display:**

**Rain Date:**

**Location of Display**

Address

City

State

Zip

Estimated Attendance

Fire Equipment on Site

Yes

No

Will Ambulance be on site?

Yes

No

**Name of Responding  
Fire Company**

Distance to Nearest

Building:

Vehicle:

Spectator:

Sponsor Contact

Title

Telephone Numbers

Work

Home

Fax

E-mail Address:

Cell Phone:

Signature

Date:

**PLEASE RETURN THIS FORM WITH DEPOSIT  
AND BOTH SIGNED CONTRACTS**



SE-R09755.041

**CHANGE ORDER NO. 2**

05/18/2022

**TOWN OF HAVERSTRAW**

PROJECT NAME: HAVERSTRAW RECREATION COMPLEX - PHASE I

CONTRACT 2 - ELECTRICAL CONSTRUCTION

PROJECT LOCATION: TOWN OF HAVERSTRAW, COUNTY OF ROCKLAND, STATE OF NEW YORK

CONTRACTOR: HUSH MAINTENANCE CORP.

**Description and Purpose of Change Order:**

CO2-B: Labor and Materials to run extra wire to site lighting to accommodate the proper voltage for the approved specified fixture.  
 CO2-C: HCO3-Feeder Conduits; HCO4-Site Light/Musco Light Conduits; HCO5-Teleco Conduits; HCO6-2" PVC Conduit

**SUPPLEMENTAL ITEMS:**

Item No.	Description	Unit	Quantity	Unit Price	Amount
CO2-B	EXTRA WIRE TO SITE LIGHTING (HCO 7R2)	LS	1	\$ 17,360.43	\$ 17,360.43
CO2-C	INCLUDES HCO3, HCO4, HCO5, HCO6	LS	1	\$ 40,023.63	\$ 40,023.63
					\$ 57,384.06

**REDUCTION QUANTITIES:**

Item No.	Description	Unit	Quantity	Unit Price	Amount
					\$ -

**CHANGE IN CONTRACT PRICE**

Original Contract Amount: \$ 540,000.00  
 Adjusted Amount Based on  
 Change Order (#1): \$ 601,883.37

Net Increase/Decrease this Change Order: \$ 57,384.06

[ (+) Increase or (-) Decrease ] \$ 57,384.06 10.63%  
 [ (+) Increase or (-) Decrease ] \$ 61,883.37 11.46%

This Change Order

In Total Contract to Date

**CHANGE IN CONTRACT TIME**

Original Contract Time: 240  
 Net Change from Previous  
 Change Orders: 1  
 Net Change from Current  
 Change Order: 14  
 Adjusted Amount Based on  
 Change Order (#1-#2): 255

Municipal Approval



(Senior Project Landscape Architect)

05/18/2022  
(Date)

 5/19/22  
 (Town Supervisor) (Date)

Accepted:

(Contractor)

(Date)

 5/19/22  
 (Director of Finance) (Date)

HUSH MAINTENANCE CORP. agrees that the fifty-seven thousand three hundred eighty-four dollars and 06/100 (\$57,384.06) price and the fourteen (14) day time extension set forth in the Change Order is full compensation for the Work required to be performed pursuant to this Change Order and HUSH MAINTENANCE CORP., its officers, employees, successors, and assigns, hereby releases the Owner, its members, officers, employees, and consultants of any and all claims including, but not limited to disruption, delay, loss of productivity, idle and standby time for persons and equipment, home office overhead, extended or disrupted performance, additional mobilizations, remobilizations, indirect or impact claims, loss of profit, together with any other damages, that relate in any way to the work described herein.

# HUSH ELECTRICAL CONTRACTING

HUSHCORP.COM  
845-942-HUSH(4874)

Remember...  
Wiring is NOT a Hobby!  
Always use a Licensed, Union Electrician.

Date	Change Order #
5/18/2022	HMC7226R2

## Change Order

Name / Address		
The Town of Haverstraw 1 Rosman Road Garnerville, NY 10923		
Customer Phone	Customer E-mail	
845-406-1216		
Change Order No.	Terms	Project
7R2	Net 30	44901- Haverstraw Recreational Complex

Qty	Description	Rate	Total
	HUSH CHANGE ORDER #7R2-  LABOR AND MATERIAL TO RUN EXTRA WIRE TO SITE LIGHTING TO ACCOMMODATE THE PROPER VOLTAGE FOR THE APPROVED SPEC'D FIXTURE	17,360.43	17,360.43
	Contract Time Has Increased By:	Substantial Completion Date	
	10 Days		
Quoted Price Good For		Mobilization To Begin Within	Lead Time on Equipment
15 Days		N/A	TBD
ACCEPTANCE OF PROPOSAL: SIGNATURE & TITLE			
DATE:			
Final Electrical inspection shall be provided only to the party this contract is signed by & will be provided only after final payment is received.		Upon Acceptance of Proposal please sign & fax or mail back that way we may schedule a start date.	
I the homeowner/ landlord/property owner understand the above clause. If General Contractor (if applicable) or homeowner does not make final payment to HUSH Maintenance Corp. Hush Maintenance Corp reserves the right NOT TO provide the homeowner/ landlord/property owner with the final electrical inspection.		WE NOW ACCEPT CREDIT CARD PAYMENTS. We charge 1% fee to process any credit cards	
In the event that legal action is commenced by the contractor against the customer for non-payment of the contract, or for any other breach thereof, then, and in that event, the contractor shall have the right to recover its reasonable attorney's fees in addition to any other recovery to which it is entitled in connection with such litigation.		Subtotal	\$17,360.43
		Sales Tax (8.375%)	\$0.00
Follow up date: Notes:		Total	\$17,360.43

JOB NAME: Haverstraw Recreation Fields  
CHANGE ORDER #7 REVISED 5.17.22

[illegible]

# HUSH ELECTRICAL CONTRACTING

HUSHCORP.COM  
845-942-HUSH(4874)

Remember...  
Wiring is NOT a Hobby!  
Always use a Licensed, Union Electrician.

Date	Change Order #
5/18/2022	HMC7266

## Change Order

Name / Address		
The Town of Haverstraw 1 Rosman Road Garnerville, NY 10923		
Customer Phone	Customer E-mail	
845-406-1216		
Change Order No.	Terms	Project
9	Net 30	44901- Haverstraw Recreational Complex

Qty	Description	Rate	Total
	HUSH CHANGE ORDER #9 - COMBINATION OF CHANGE ORDER #3, #4 #5 & #6	40,023.63	40,023.63
	Contract Time Has Increased By:	Substantial Completion Date	
Quoted Price Good For		Mobilization To Begin Within	Lead Time on Equipment
15 Days		N/A	TBD

ACCEPTANCE OF PROPOSAL: SIGNATURE & TITLE

DATE:

Final Electrical inspection shall be provided only to the party this contract is signed by & will be provided only after final payment is received.

I the homeowner/ landlord/property owner understand the above clause. If General Contractor (if applicable) or homeowner does not make final payment to HUSH Maintenance Corp. Hush Maintenance Corp reserves the right NOT TO provide the homeowner/ landlord/property owner with the final electrical inspection.

In the event that legal action is commenced by the contractor against the customer for non-payment of the contract, or for any other breach thereof, then, and in that event, the contractor shall have the right to recover its reasonable attorney's fees in addition to any other recovery to which it is entitled in connection with such litigation.

Upon Acceptance of Proposal please sign & fax or mail back that way we may schedule a start date.

**WE NOW ACCEPT CREDIT CARD  
PAYMENTS.**

We charge 1% fee to process any credit cards

**Subtotal** \$40,023.63

**Sales Tax (8.375%)** \$0.00

**Total** \$40,023.63

Follow up date:  
Notes:



JOB NAME: Haverstraw Recreation Fields

CHANGE ORDER

9

**CHANGE ORDERS 3 THROUGH 6 COMBINED**

#1	MATERIALS ( ITEMIZED AND BROKENDOWN)
CO #3	\$7,280.00
CO #4	\$ 9,060.00
CO #5	\$1,875
CO #6	\$4,700.00

#2	LABOR (ITEMIZED BREAKDOWN)		
Hours	Rate	Total	
36	90 \$	3,240.00	
48	90 \$	4,320.00	
12	90 \$	1,080.00	
23	90 \$	2,070.00	

MATERIAL TOTAL \$ 22,915.00

119 LABOR TOTAL \$ 10,710.00

#3 SUBTOTALS OF #1 & #2 \$ 33,625.00

#4 CREDIT FOR WORK NOT REQUIRED  
LABOR = \$ -  
MATERIALS \$ -  
TOTAL CREDIT DUE \$ -

#5 OVERHEAD OF 7.5 % OF #3 \$ 2,521.88  
SUBTOTAL - #3 - # 4 - #5 \$ 36,146.88

#6 PROFIT OF 7.5 % OF #5 \$ 2,711.02

#7 SUB - TOTAL OF # 5 & #6 \$ 38,857.89

#8 SUB CONTRACT WORK -

SUB - TOTAL \$ -  
OH        % \$ -  
SUB TOTAL \$ -  
PROFIT        % \$ -  
TOTAL SUB CONTRACT \$ -

#9 RENTAL VALUE - BUCKET TRUCK -  
OH        % \$ -  
SUB TOTAL \$ -  
PROFIT        % \$ -  
TOTAL SUB CONTRACT \$ -

#10 SUBTOTAL OF #7 & #8 & #9 \$ 38,857.89

#12 CHARGE FOR BOND \$ 1,165.74

#13 TOTAL CHANGE ORDER # \$ 40,023.63

#14 Days Added/Required for Additional Work 4



Pump Station • Welding Repairs • Crane Service • Lightning Detection

---

Proposal Submitted To: Phillip J Rotella Golf Course  
Address: 200 Thiells Mt. Ivy Rd. Thiells, NY  
Job Location: Irrigation Pump House  
Proposal Date: May 20, 2022

---

## PROPOSAL SCOPE

1 Ea. MCI UL Listed QCZJ Packaged Pump Station  
Part Number PPS-N-VT2-1200-125-SV-P-48-3-6

UL Listed Pump Station complete with skid, sch40 steel manifolds, isolation valves, vertical turbine pumps/motors, check valves and discharge flow meter. Standard MPC controls with single VFD drive and alternating contactors so each main motor may run XL or VFD. Built under ISO9001:2015 certification.

1200 GPM at 125 PSI at station discharge

Removal of existing pump station & Installation of new pump station - \$149,775.00

Performance Bond – 2 years - \$4,500.00

**\*\*Does not include replacement of Z pipe connection into irrigation main line\*\***

---

Project Total: \$154,275.00

**\*\*No Sales Tax Added\*\*** 3% interest applies to a balance remaining after than 31 days.\*\*

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All material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from specifications above involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Utility Mark-out:** Contractor will call NJ One Call to have all public utilities marked out (gas, electric, cable, telephone). Contractor will not be responsible for damage done to underground utility lines including but not limited to electric, gas, telephone, cable and water if such lines are located above the minimum depth as required by regulations of the public utilities commission. The customer will provide a property survey or be responsible to mark property boundaries and locate any underground private electric lines, drain pipes, gas lines prior to our crew starting the work.

### **Notice to Customer**

**You may cancel this contract within five business days of receiving a copy of this contract. If you wish to cancel this contract Willow's Bend requires a signed and dated written notice of cancellation mailed to Willow's Bend P.O. Box 1344 Belle Mead, NJ 08502.**

**If you cancel this contract within the five day period, you are entitled to a full refund of your deposit. Refunds will be paid within 30 days of the contractor's receipt of the cancellation notice.**

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. Willow's Bend is authorized to do the work as specified. Payment will be made as outlined above.

**Customer Signature:** \_\_\_\_\_

**Acceptance Date:** \_\_\_\_\_

**Willow's Bend Signature:** Scott Selman

## PROJECT SUMMARY

Equipment:	\$25,268.46
Misc. Parts Adjustment:	\$505.46
Labor:	\$7,449.95

<b>Grand Total:</b>	<b>\$33,223.87</b>
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### Payment Schedule

	Amount	Due Date
NET30 upon Completion	\$33,223.87	

Client: HOWARD T. PHILLIPS, JR.

Date

Contractor: JD Sound and Video

Date

NJ Public Works Contractor #: 697763 NJ Low Voltage License #: 2532 Dun & Bradstreet: 07-882-9567  
We carry full coverage auto, liability, equipment, and worker's compensation insurance.  
Proof of insurance will be provided upon award of contract or request.



# Flying Films NY

May 20, 2022

Quote No. 4

## Quote

Town of Haverstraw

### DESCRIPTION OF WORK

#### 4th of July Fireworks Festival

We will be shooting video at the 4th of July event on Saturday July 2nd 2022 in the Town of Haverstraw at Bowline Park. The rain date will be Sunday July 3rd.

1

1

975

We will be shooting the video from the air as well as the ground. I will be shooting on the ground with Panasonic GH5S attached to a Ronin SC gimbal. I will also be using a segway when on the ground to deliver extremely steady footage to match the drone footage from the air.

We will be editing 2 videos, one 2-3 minute version for FB, Youtube, and the Town website and a one minute version timed specifically for Instagram.

The total includes all fees and travel costs associated with the shoot.

GRAND TOTAL

975

### PAYMENT TERMS

Cash or check within 10 days of job completion

APPROVED BY

### ADDRESS

Vinny Garrison  
Flying Films NY  
94 George Street  
Harrington Park, NJ 07640

NAME

FOR

DATE

## **SUBRECIPIENT AGREEMENT**

### **AGREEMENT BETWEEN COUNTY OF ROCKLAND AND TOWN OF HAVERSTRAW 2021 SOUND STAGE PROGRAM FY 2021**

THIS AGREEMENT, entered this       day of May, 2022 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, in cooperation and agreement with the Subrecipient, 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 for CDBG Program Year 2021 with the eligibility of the County for such grant based, in part, on its status as an "Urban County" under the Act; and

WHEREAS, the County achieved its "Urban County" status as a result of entering into cooperation agreements with that number of other municipalities in Rockland County whose combined population exceeds 200,000 in number; and

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

#### **I. SCOPE OF SERVICE**

##### **A. Activities**

Purchase a sound stage 14x36 for all of the activities at Bowline Park that the community enjoys. We will use this for our Thursday summer concerts series, the 4th of July celebration, Tae Kwon Do classes, Mixxedfit classes, Brazil Fusion classes, Zumba, Tai Chi, Strong Zumba, Cas de la Cutura, country line dancing, the Halloween Festival, HPAL Badges for Baseball, 5k Fun Run/Walk, car shows, various senior citizen and veteran events and activities.

##### **Program Delivery**

Activity #1     Purchase a sound stage 14x36 for all of the activities at Bowline Park -  
\$200,000.00

##### **General Administration**

##### **B. National Objectives**

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

Benefit to low and moderate-income persons area benefit.

C. Levels of Accomplishment – Goals and Performance Measures

The specific activity implemented by the purchase and installation of the sound stage will expand both the use and the exposure of Bowline Park. Performance will be measured by the increased number of events and the increase in park attendance, all of which will further both community involvement as well as increased outdoor activities. The increased outdoor activities are consistent an objective to help stop the spread of Covid-19.

D. Staffing

The Subrecipient shall supervise and direct the completion of all activities under this agreement. Any changes in the Key Personnel assigned, or their general responsibilities under this project, are subject to the prior approval of the COUNTY. All changes in Key Personnel must be reported to 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.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of September 2021 through August 31, 2022. 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).

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

III. BUDGET



Indirect costs may be charged to this award under a cost allocation plan prepared in accordance with 2 CFR part 200, subpart E. Any indirect costs, as defined in 2 CFR part 200, that are included in the budget shall only be charged to CDBG funds to the extent that the costs are consistent with the conditions of Section VIII (E) (2) of this agreement.

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 **\$200,000.00**.

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.

Payment will be made upon submission by the Subrecipient of a properly executed voucher together with all supporting invoices, bills, time sheets and other documents necessary to justify payment. The voucher must also be accompanied by documentation from the Subrecipient that demonstrates all procurements for which payment is requested have been made in accordance with this agreement. This shall include, but not be limited to the list of items distributed to each area; itemized statements of what PPE was purchased showing costs and totals paid/due for the items.

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**

**SUBRECIPIENT**

Alexandra Obremski, Director  
RC Office of Community Development  
50 Sanatorium Road, Building A  
Pomona, New York 10970

Howard T. Phillips, Jr., Supervisor  
Town of Haverstraw  
1 Rosman Road  
Garnerville, New York 10923

**VI. SPECIAL CONDITIONS**

None

**VII. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG funds available under this agreement. Notwithstanding the foregoing,

- (1) the Subrecipient does not assume the any of COUNTY's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and
- (2) the Subrecipient does not assume any of the COUNTY's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG funds in complying with its obligations under this agreement, regardless of whether CDBG funds are made available to the Subrecipient on an advance or reimbursement basis.

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.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.310 and 200.325.

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 governmental 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

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.

The COUNTY shall promptly notify the Subrecipient, in writing of its determination and the reasons for the termination together with the date on which the termination shall take effect and any other notifications required under 2 CFR part 200, subpart D. 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.

This Agreement may also be terminated in whole or in part by either the COUNTY or the Subrecipient, or based upon agreement by both COUNTY and the Subrecipient in accordance with the requirements in 2 CFR Part 200, Subpart D. The termination must be written and must set 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.



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. {X} Automobile Liability Insurance, not less than \$1,000,000 (One Million) Combined Single Limit for each accident
- C. {X} 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. {X} 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. 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 200.300-309 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 except as provided in 24 CFR 570.502(a) and (c). 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. These provisions include:

##### **a. Financial & Program Management**

The Subrecipient shall expend and account for all CDBG funds received under this agreement in accordance with requirements in 2 CFR part 200, including 2 CFR part 200, subpart D.

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

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement, except for the following:

- i. Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency.
- ii. Fines penalties, damages, and other settlements are unallowable costs to the CDBG program.
- iii. Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);

- iv. Organization costs (2 CFR 200.455); and
- v. Pre-Award Costs, as limited by this agreement.

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. Access to Records

Access to records must comply with 2 CFR 200.331(a)(5), 2 CFR 200.336 and 24 CFR 570.508.

As required by 2 CFR 200.331(a)(5), 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 its audit requirements under the Federal award.

3. 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 after the expiration or termination of this agreement, or 4 years after the submission of the

COUNTY's annual performance and evaluation report, as prescribed in § 91.520 of this title or in the applicable Federal Register notices governing the use of the funds, in which the specific activity is reported on for the final time. The preceding is subject to the following exceptions:

- a. Records for activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this agreement must be retained for 3 years after final disposition.
- b. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
- c. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- d. When the Subrecipient is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.18, the oversight agency for audit as defined in 2 CFR 200.73, the cognizant agency for indirect costs as defined in 2 CFR 200.19, or the COUNTY, the Subrecipient shall extend the retention period consistent with the notification;
- e. When records are transferred to or maintained by HUD or the COUNTY, the 4-year retention requirement is not applicable to the Subrecipient;
- f. The retention period for the records pertaining to the earning of the program income (as defined in this agreement) starts from the end of the COUNTY's fiscal year in which the program income is earned; and
- g. For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:
  - i. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the COUNTY) to form the basis for negotiation of the rate, then the 4-year retention period for its supporting records starts from the date of such submission.

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

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.

4. 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.

5. 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.

6. 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.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this agreement, the Subrecipient shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

C. Audits & Inspections

1. 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 §200.501 Audit requirements.

2. 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 §200.521.

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.

3. 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 §200.318 - §200.326 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 at 24 CFR 570.609. CDBG 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.

E. 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.

F. Use and Reversion of Assets

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.505 and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to the COUNTY for its CDBG program or shall be retained after compensating the COUNTY.

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].

G. 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).

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

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

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.

I. Nondiscrimination

1. 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.

2. 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 insure 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.

3. State and Local Nondiscrimination Provisions

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

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

a. 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.

b. 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.

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

c. 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.

d. 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.

e. 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.

J. Labor and Employment

1. Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the COUNTY for review upon request.

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

1. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135.

The Subrecipient shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

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.

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 Part 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.

L. Conduct

1. Prohibited Activity

The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to its award the costs of CDBG ineligible activities, including those described at 24 CFR 570.207. 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.

2. 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.

3. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 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.

4. Lobbying Certification

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

5. 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.

6. 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.

M. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the COUNTY's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

2. Air and Water

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

- a. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).



- b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;

3. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient 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).

Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements.

4. Lead Based Paint

The Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.

5. 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.

IX. **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.

X. **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.

XI. **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  
Director

Dated: \_\_\_\_\_

**DEPARTMENT OF LAW**  
(Approved for signature of  
County Executive)

By: \_\_\_\_\_  
WILLIAM J. HARTNAGEL  
Principal Assistant County Attorney

Dated: \_\_\_\_\_

**TOWN OF HAVERSTRAW**

By: \_\_\_\_\_  
HOWARD T. PHILLIPS, JR.  
Supervisor

Dated: \_\_\_\_\_

**COUNTY OF ROCKLAND**

By: \_\_\_\_\_  
EDWIN J. DAY  
County Executive

Dated: \_\_\_\_\_



# STONEFIELD

May 16, 2022

Annette Hendrie  
Town of Haverstraw Planning Board  
1 Rosman Road  
Town of Haverstraw, NY  
[atorres@townofhaverstraw.org](mailto:atorres@townofhaverstraw.org)

**Contract Proposal – Professional Traffic Engineering Services**  
**Proposed Office Development**  
**315-321 Route 202**  
**Town of Haverstraw, Rockland County, New York**

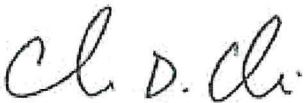
Dear Annette:

Per our recent discussion, it is understood that you have requested a Proposal for Professional Traffic Engineering Services to assist the Town of Haverstraw in the technical review of the proposed Eastgate Office development. As part of the workscope contained herein, the Traffic Impact Study and Site Plan will be reviewed and one (1) technical review letter will be generated. Professional traffic engineering testimony will also be provided at one (1) Planning Board public hearing. Note that any subsequent work (i.e. review of additional submissions, attendance of additional hearings, etc.) is subject to our standard rate of \$145/hour for municipal review work. **The workscope associated with this proposal shall be specifically defined in Appendix A.**

Upon consultation with your office, supplemental proposals and/or addendums for additional work requested will be issued for activities above and beyond the workscope outlined in Appendix A. Invoices for professional services provided and expenses incurred will be submitted on a monthly basis beginning on the month following the execution and return of this contract. Invoices are payable within thirty (30) days of receipt to continue providing professional services related to the project scope. This proposal will be valid for ninety (90) days from the date of this proposal. **The Contract Proposal shall be subject to the Standard Provisions for Professional Services as defined in Appendix B.**

Thank you for the opportunity to provide our Proposal for Professional Traffic Engineering Services as part of this development project. **Should you be agreeable to this Contract Proposal and want to initiate our services, please provide our firm with a signed and dated copy of this document, initial all attachments.** If you have any questions or comments or wish to discuss this Contract Proposal in further detail, please feel free to contact our office at your convenience.

Best regards,



Charles D. Olivo, PE, PTOE



Andrew Villari, PE  
**Stonefield Engineering and Design, LLC**

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Client Entity

\_\_\_\_\_  
Authorized Representative (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# STONEFIELD

Town of Haverstraw Planning Board  
Proposed Eastgate Office Development  
Town of Haverstraw, New York  
May 16, 2022

## APPENDIX A CONTRACT PROPOSAL FEE SUMMARY (I OF I)

### TRAFFIC ENGINEERING SERVICES

TASK	DESCRIPTION OF SERVICE	CONTRACT AMOUNT
T-7	<ul style="list-style-type: none"><li>Review of Traffic Impact Study &amp; Site Plan</li><li>Preparation of One (1) Review Letter</li><li>Attendance at One (1) Planning Board Public Hearing</li></ul>	\$ 2,500.00
*TRAFFIC ENGINEERING TOTAL:		\$ 2,500.00

\* Contract Proposal Total is dependent on the extent of project management, project coordination, post-land use services, the number of hearings, and reimbursable expenses as outlined in Appendix B of this Contract Proposal.

### SERVICES NOT CONSIDERED WITHIN THIS CONTRACT PROPOSAL INCLUDE:

Additional Attendance at Public Hearings

Additional Meeting Attendance

Environmental Impact Statement

Preparation of Hearing Exhibits

Construction Coordination & Administration

Shop Drawing Review

Jurisdictional agency requirements unable to be determined at the issue of this Contract Proposal

Off-site Infrastructure Improvements

Additional Review Letter Preparation

Manual Turning Movement Counts

Parking Counts

Construction Inspections

As-Built Services

Any other service not specifically outlined in this Contract Proposal

Initial

# STONEFIELD

Town of Haverstraw Planning Board  
Proposed Eastgate Office Development  
Town of Haverstraw, New York  
May 16, 2022

## APPENDIX B

### STANDARD PROVISIONS FOR PROFESSIONAL SERVICES

#### STAFF SERVICES

#### HOURLY RATE

Principal	\$200.00
Senior Project Manager	\$180.00
Project Manager	\$140.00
Project Engineer	\$125.00
Design Engineer	\$105.00
Land Surveyor	\$105.00
Traffic Analyst	\$90.00
Landscape Designer	\$90.00
Survey Technician	\$90.00
CADD Technician	\$75.00
Administrative Assistant	\$55.00
Public Hearing Attendance (Per Hearing)	\$800.00

#### REIMBURSABLE EXPENSES

#### COST

Travel – Postage and Courier Mail Service	Cost
Travel – Tolls and Parking	Cost
Travel – Mileage Reimbursement	\$0.585/mile
Reproduction – Color Exhibits / Plans	\$3.75/Sheet
Reproduction – Black and White Exhibits / Plans	\$2.00/Sheet
Reproduction – Reports	
Between 11 to 49 Pages	\$7.50
Between 50 to 99 Pages	\$15.00
Greater Than 100 Pages	\$20.00
Fees – Applications and Permits	Cost + 10%
Fees – Outside Services and Equipment	Cost + 10%

#### TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT:** Invoices will be issued on a monthly basis and are payable upon receipt. Should payment not be received within thirty (30) days of receipt, Stonefield Engineering and Design, LLC ("Stonefield") reserves the right to cease all services immediately upon the issuance of written correspondence. Unpaid balances beyond 60 days are subject to interest at a rate of 1.50% per month.
2. **OWNERSHIP AND USE OF DOCUMENTS:** All reports, analyses, plans, correspondence, and other items prepared by Stonefield are to remain the property of Stonefield. Upon request, the client will be provided copies of finalized documentation for reference purposes after full payment for all services has been received.
3. **CONFIDENTIALITY:** Technical and pricing information in this document are confidential and the property of Stonefield. All associated information is not to be disclosed or made public without the written consent of Stonefield.
4. **TERMINATION:** This agreement for services may be terminated by Stonefield effective immediately upon receipt of written notice. Stonefield will be due the amount for all services and reimbursable expenses rendered to the date in which written notice of termination is provided.
5. **PROFESSIONAL RESPONSIBILITY:** Stonefield cannot guarantee the receipt of approvals or entitlements and is not responsible for the time to receive approvals. Stonefield will perform the services identified in the attached Contract Proposal consistent with the level of care of comparable firms in the same industry, working under similar conditions at the time services are performed.

Initial