

**HAVERSTRAW TOWN BOARD
MARCH 24, 2026**

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

3. **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 MARCH 10, 2026.

4. **PAYMENT OF BILLS**

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

5. **ACCEPTANCE OF REPORTS**

NONE.

6. **PUBLIC HEARING –TOWN OF HAVERSTRAW – MS4 ANNUAL REPORT FOR 2025**

PURPOSE OF PUBLIC HEARING

THIS PUBLIC HEARING IS BEING HELD TO DISCUSS THE 2025 MS4 ANNUAL REPORT AND TO HEAR ALL COMMENTS AND SUGGESTIONS FROM THE PUBLIC.

TOWN CLERK READ PROOF OF PUBLICATION

PRESENTATION BY PAT BRADY, PE

BOARD MEMBERS

PUBLIC PARTICIPATION

CLOSE HEARING

ADOPT RESOLUTION

7. **RESOLUTION – CALLING FOR PUBLIC HEARING ON ZONE CHANGE LOCAL LAW**

WHEREAS, ON OR ABOUT JANUARY 8, 2025, ARIEL KONDOV (“APPLICANT”) SUBMITTED A ZONING PETITION TO THE TOWN BOARD REQUESTING A ZONE CHANGE FOR A .91-ACRE PROPERTY KNOWN AS 130 W. RAMAPO ROAD, GARNERVILLE (TAX LOT 25.16-3-40) FROM THE PO (PROFESSIONAL OFFICE) ZONING DISTRICT TO THE C (COMMERCIAL) ZONING DISTRICT (“ZONING PETITION”) IN ORDER TO REDEVELOP THE PROPERTY WITH A TWO-STORY, 12,000 SQUARE FOOT BUILDING WITH A BASEMENT – THE FIRST TWO FLOORS (TOTALING 8,000 SQUARE FEET) WILL BE OFFICE SPACE AND THE BASEMENT (4,000 SQUARE FEET) WILL BE AMENITIES AND UTILITIES FOR THE EXISTING TENANTS AND WILL NOT PROVIDE ANY ADDITIONAL OCCUPANCY – ALONG WITH ASSOCIATED PARKING, SCREENING AND OTHER RELATED IMPROVEMENTS (“PROPOSED PROJECT”); AND

WHEREAS, PURSUANT TO ZONING CODE § 167-108(B), THE ZONING PETITION WAS REFERRED TO THE PLANNING BOARD FOR ITS REVIEW AND RECOMMENDATION, WHICH THE PLANNING BOARD CONSIDERED CONCURRENT WITH SERVING AS LEAD AGENCY FOR A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) AS THE PROPOSED PROJECT ALSO REQUIRES SITE PLAN APPROVAL; AND

WHEREAS, AT ITS MARCH 11, 2026 MEETING, THE PLANNING BOARD (1) ADOPTED A NEGATIVE DECLARATION FINDING THE ZONING PETITION AND THE PROPOSED PROJECT DID NOT HAVE THE POTENTIAL FOR ANY SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACTS, THUS ENDING THE SEQRA PROCESS AND (2) ISSUED A ZONING REPORT TO THE TOWN BOARD ON THE ZONING PETITION; AND

WHEREAS, THE TOWN BOARD INTENDS TO CONSIDER LOCAL LAW NO. 1 OF 2026 ADOPTING THE ZONING PETITION FOR THE PURPOSE OF THE PROPOSED PROJECT; AND

NOW THEREFORE,

BE IT RESOLVED, THE TOWN BOARD HEREBY CALLS FOR A PUBLIC HEARING TO BE HELD ON LOCAL LAW NO. 1 OF 2026 ON TUESDAY, APRIL 14, 2026 IN THE LARGE MEETING ROOM OF TOWN HALL, ONE ROSMAN ROAD, GARNERVILLE; AND

BE IT FURTHER RESOLVED, THE TOWN CLERK IS HEREBY DIRECTED TO NOTICE SAID PUBLIC HEARING AS REQUIRED BY LAW.

8. APPROVAL OF PAYMENT FOR THE 2026 SUMMER FITNESS CLASS INSTRUCTORS

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AGREE TO COMPENSATE THE INSTRUCTORS OF THE 2026 SUMMER FITNESS CLASSES AT BOWLINE POINT PARK AT A RATE OF \$75.00 PER CLASS.

9. RETAINER AGREEMENT WITH MARIA SCHIAVONE, NURSE AND THE TOWN OF HAVERSTRAW

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY RETAIN THE SERVICES OF MARIA SCHIAVONE OF GARNERVILLE, NEW YORK AS A NURSING CONSULTANT TO REVIEW THE 2026 DAY CAMP APPLICATIONS, AS PER ROCKLAND COUNTY HEALTH DEPARTMENT RULES, FOR THE TOWN OF HAVERSTRAW’S DAY CAMP PROGRAM AT A PAY RATE OF \$50.00 PER HOUR.

10. EXTENSION OF AGREEMENT WITH LUIS GOMEZ AND THE TOWN OF HAVERSTRAW TO OPERATE THE BOWLINE POINT PARK CONCESSION STAND

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY EXERCISES ITS OPTION TO EXTEND THE CONTRACT OF LUIS GOMEZ OF THIELLS, NEW YORK TO OPERATE THE BOWLINE POINT PARK CONCESSION STAND AT AN ANNUAL SUM OF \$5,100.00 FOR THE 2026 SEASON.

11. ADVERTISE FOR BID NO. 6- 2026- BUS TRANSPORTATION FOR THE 2026 SUMMER RECREATION PROGRAM

RESOLVED, THAT THE TOWN CLERK BE AND SHE HEREBY IS AUTHORIZED TO PUBLISH A NOTICE TO BIDDERS THAT SEALED PROPOSALS WILL BE RECEIVED AT HER OFFICE AT ONE ROSMAN ROAD, GARNERVILLE, NEW YORK, UP TO AND INCLUDING 10:00 A.M. ON WEDNESDAY, APRIL 22, 2026 FOR THE RECEIPT OF BIDS FOR THE PROVISION OF BUS TRANSPORTATION FOR THE CHILDREN IN THE TOWN OF HAVERSTRAW'S SUMMER RECREATION PROGRAM 2026 IN ACCORDANCE WITH THE SPECIFICATIONS.

12. AWARD OF RFP NO. 3 - 2026 - DRYJET AERIFICATION - PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, THAT ONE (1) RFP WAS SUBMITTED TO CHRISTOPHER DYROFF, SUPERINTENDENT OF GOLF COURSE, FOR DRYJET AERATION OF GREENS AND COLLARS WITH 3" X 3" SPACING, PLUS A MOBILIZATION FEE, AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE FOR THE 2026 GOLF SEASON, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFP NO. 3-2026 FOR DRYJECT AERATION OF THE GREENS AND COLLARS WITH 3" X 3" SPACING (\$10,200.00) PLUS A MOBILIZATION FEE OF \$1,000.00, FOR THE PHILIP J. ROTELLA GOLF COURSE IN APRIL 2026 TO DRYJECT NORTH EAST TURF POUNDERS OF DELAWARE WATER GAP, PENNSYLVANIA, THE SOLE SUPPLIER, AT A TOTAL COST OF \$11,200.00.

13. AWARD OF RFP NO. 4- 2026- DEEP TINE AERATION - GOLF COURSE GREENS- PHILIP J. ROTELLA MEMORIAL GOLF COURSE

RESOLVED, THAT ONE (1) RFP WAS SUBMITTED TO SUPERINTENDENT OF GOLF COURSE CHRISTOPHER DYROFF, TO PROVIDE DEEP TINE AERATION OF GREENS WITH ½" SOLID TINES AT THE TOWN OF HAVERSTRAW GOLF COURSE GREENS, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN HAVERSTRAW DOES HEREBY AWARD RFP NO 4 - 2026 FOR DEEP TINE AERATION OF GREENS WITH ½" SOLID TINES AT THE PHILIP J. ROTELLA MEMORIAL GOLF COURSE IN APRIL 2026 TO DRYJECT NORTH EAST TURF POUNDERS OF DELAWARE GAP, PENNSYLVANIA, THE SOLE SUPPLIER, AT A PRICE OF \$3,990.

14. AWARD OF RFQ NO. 8 - 2026-PURCHASE OF ONE (1) OUTDOOR AP KIT, ACCESS POINT HARDWARE INSTALLATION & CONFIGURATION FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT ONE (1) REQUEST FOR QUOTE WAS SUBMITTED TO CHIEF OF POLICE JOHN GOULD, JR., FOR THE PURCHASE OF ONE (1) OUTDOOR AP KIT (\$815.00), ACCESS POINT HARDWARE INSTALLATION & CONFIGURATION (\$1,170.00) FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT, AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 8 - 2026 TO COBAN TECHNOLOGIES, INC. OF MISSOURI CITY, TEXAS, THE SOLE PROVIDER; AT A COST OF \$1,985.00 PLUS \$15.00 FOR SHIPPING.

15. FY2025 ANNUAL SUBRECIPIENT AGREEMENT WITH THE COUNTY OF ROCKLAND COMMUNITY DEVELOPMENT AGENCY – ADA ACCESSIBLE ENTRANCE DOORS

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 IN THE SUM OF \$70,000.00; AND BE IT FURTHER

RESOLVED, THAT THE PROJECT IS TO DEMOLISH AND REMOVE THE EXISTING MANUAL EXTERIOR AND INTERIOR VESTIBULE ENTRANCE DOORS AT THE TOWN OF HAVERSTRAW TOWN HALL AND INSTALL ADA ACCESSIBLE ENTRANCE DOORS.

16. BUDGET ADJUSTMENTS FOR YEAR ENDING IN DECEMBER 31, 2025

RESOLVED, THAT THE SUPERVISOR IS AUTHORIZED TO MAKE BUDGET ADJUSTMENTS FROM THE GENERAL FUND (A) IN THE AMOUNT OF \$195,000.00 PURSUANT TO THE REPORT OF THE DIRECTOR OF FINANCE FOR THE TOWN OF HAVERSTRAW FOR THE YEAR ENDING IN DECEMBER 31, 2025 (SEE ATTACHED BUDGET ADJUSTMENTS.)

17. AUTHORIZATION TO PURCHASE ONE (1) KIMBALL MIDWEST SMALL HARDWARE RACK SYSTEM FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT

RESOLVED, BASED UPON THE RECOMMENDATION OF SUPERINTENDENT OF HIGHWAYS JOHN BART GORDON, THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) KIMBALL MIDWEST SMALL HARDWARE RACK SYSTEM FOR THE TOWN OF HAVERSTRAW HIGHWAY DEPARTMENT UNDER OMNIA PARTNER PARTICIPATION NUMBER 5125496, KIMBALL MIDWEST CONTRACT # 5606361 TO KIMBALL MIDWEST OF COLUMBUS, OHIO AT A COST OF \$11,669.76.

18. AUTHORIZATION FOR SUPERINTENDENT OF HIGHWAYS TO ATTEND ITHACA COLLEGE (2026 HIGHWAY SCHOOL)

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW, HEREBY GRANTS PERMISSION FOR SUPERINTENDENT OF HIGHWAYS JOHN BART GORDON, TO ATTEND ITHACA COLLEGE 2026 HIGHWAY SCHOOL, TO BE HELD FROM JUNE 1, 2026 TO JUNE 3, 2026 IN ITHACA, NEW YORK, SPONSORED BY THE NYS ASSOCIATION OF TOWN SUPERINTENDENT OF HIGHWAYS, AT A COST FOR THE CLASS AND ACCOMMODATIONS NOT TO EXCEED \$1,000.00.

19. AUTHORIZATION FOR BUILDING INSPECTOR AND DEPUTY BUILDING INSPECTOR TO ATTEND NYSBOC (BUILDING OFFICIALS CONFERENCE) ROCKLAND 2026 SEMINAR

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY GRANTS PERMISSION FOR BUILDING INSPECTOR GEORGE BEHN AND DEPUTY BUILDING INSPECTOR ERIC J. DESCH TO ATTEND THE REQUIRED TRAINING: NYSBOC (BUILDING OFFICIALS CONFERENCE) ROCKLAND SEMINAR 2026 TO BE HELD FROM MAY 5, 2026 TO MAY 7, 2026 IN HILLBURN, NEW YORK AT A COST OF \$300.00 PER PERSON.

20. AWARD OF RFQ NO. 9-2026–DROP 2-3 MAPLE TREES TO GROUND - TOWN OF HAVERSTRAW PROPERTY LOCATED ON CREEKVIEW DRIVE, THIELLS, NEW YORK

RESOLVED, THAT ONE (1) RFQ WAS SUBMITTED TO JOHN GORMLEY, CODE ENFORCEMENT OFFICER, FOR TREE REMOVAL SERVICES TO DROP 2-3 MAPLE TREES TO GROUND AT A TOWN OF HAVERSTRAW PROPERTY LOCATED ON CREEKVIEW DRIVE, THIELLS, NEW YORK , AND BE IT FURTHER

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW DOES HEREBY AWARD RFQ NO. 9 - 2026 TO BILL REDA PROPERTY MANAGEMENT, CO., INC. OF MONTEBELLO, NEW YORK, THE SOLE QUOTE, AT A COST OF \$960.00.

21. APPROVAL FOR EMERGENCY PURCHASE OF PARTS FOR K-9 UNIT PATROL VEHICLE- TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY APPROVES THE EMERGENCY PURCHASE OF PARTS FOR K-9 UNIT PATROL VEHICLE FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT BY BOMNIN CHEVROLET CADILLAC BUICK GMC OF NANUET, NEW YORK FOR ONE (1) RADIATOR, ONE (1) PIPE, ONE (1) REMAN TRANSMISSION AND CORE PRICE AT A COST OF \$6,758.32, AND BE IT FURTHER

RESOLVED, THAT UPON RETURNING THE OLD TRANSMISSION TO CHEVROLET, THE TOWN WILL BE CREDITED \$2,000.00 FOR THE OLD TRANSMISSION.

22. PURCHASE OF ONE (1) DESKTOP COMPUTER FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT

RESOLVED, THAT THE TOWN BOARD OF THE TOWN OF HAVERSTRAW HEREBY AUTHORIZES THE SUPERVISOR TO PURCHASE ONE (1) DELL PRO SLIM DESKTOP COMPUTER AND ACCESSORIES FOR THE TOWN OF HAVERSTRAW POLICE DEPARTMENT AT A COST OF \$2,197.00 OFF OF DELL NEW YORK STATE PRICING THROUGH VJ NETWORKS OF GARNERVILLE, NEW YORK.



DRYJECT NORTH EAST
TURF POUNDERS

**2026 DryJect
Quotation/Contract**

PO Box 525
Delaware Water Gap, PA 18327
Phone: 570-421-8800
E-mail: dryjectne@outlook.com

Christopher Dyroff
PJ Rotella Memorial Golf Course
100 Thiells Mt. Ivy Road
Thiells, NY 10984

Day & Date of Service: Wednesday, April 15			
Service	Square Feet	Rate/Sq Ft	Total
DryJect Aeration of Greens and collars with 3" x 3" spacing	136,000	0.075	10,200.00
Mobilization Fee		1,000.00	1,000.00
Subtotal			\$11,200.00
Sales Tax (8.375%)			\$0.00
Total			\$11,200.00

If day and date of service are specified above,
you may accept this quotation and reserve your date by
signing below. Contract MUST be returned to hold dates of service.
Return by US or e-Mail at addresses above.

2026 Terms and Conditions - Please Read

- Stop using growth regulators 2 weeks prior to service.
- Customer to provide 6-8 tons per acre of kiln dried sand that is kept dry. Any moisture in the sand will inhibit the injection process.
- Customer to thoroughly flush irrigation system prior to DryJect job.
- Customer to supply ¾" or 1" irrigation hook-up and a water source for connection to DryJect machines.
- Customer to supply regular gasoline and 2 laborers per DryJect machine to fill the hoppers with sand for duration of job.
- Invoice will be adjusted to reflect any changes from contract on day of service.
- Significant delays on day of service due to customer negligence will be charged \$125 per hour.
- Customer cancellations less than 14 days prior to service date will be subject to a 25% Loss-of-Revenue Fee. Exceptions made for weather-related reasons.
- Payment is due in full 21 days from date of invoice. A monthly late fee of 2.5% applies.

Accepted (DryJect North East): Steve Jordan 1/14/2026

Accepted (Customer): _____



Quote: Q-86273
 Contract: Not Applicable
 Date: 2/13/2026, 11:41 AM
 Expires On: 5/3/2026

COBAN Technologies, Inc.
 9411 S. Sam Houston Parkway W. #300
 Missouri City, Texas 77489
 United States

Phone: (281) 925-0488
 Fax: (281) 925-0535
 Email: SFLE-Sales@safefleet.net

Ship To
 Robert Schweitzer
 Town of Haverstraw Police Department (Haverstraw, NY)
 101 West Ramapo Road
 Garnerville New York 10923
 United States
 845-354-1500 x1013
 rschweitzer@haverstrawpolice.org

Bill To
 Town of Haverstraw Police Department (Haverstraw, NY)
 101 West Ramapo Road
 Garnerville New York 10923
 United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Matthew Tani	x	matt.tani@safefleet.net		Net 30

Access Point

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1401411	AP-AC-OUT	OUTDOOR AP KIT - 802.11AC - Antenna - POE injector - POE converter AP mounted to antenna, also supports 802.11n	USD 815.00	1	USD 815.00
QL-1401414	LSRV-08	PROFESSIONAL SERVICES • Access Point Hardware Installation & Configuration	USD 1,170.00	1	USD 1,170.00
QL-1401420	LFEE-054	SHIPPING	USD 15.00	1	USD 15.00
Access Point TOTAL:					USD 2,000.00

TOTAL: USD 2,000.00

Terms & Conditions

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above \$2,500.00 require an Agency issued Purchase Order prior to processing.

**SUBRECIPIENT AGREEMENT
BETWEEN COUNTY OF ROCKLAND
AND
TOWN OF HAVERSTRAW**

THIS AGREEMENT, entered this day of , 2026 by and between the County of Rockland (herein called the “COUNTY”), a municipal corporation of the State of New York, and TOWN OF HAVERSTRAW, a municipal corporation of the State of New York, having offices at 1 Rosman Road, Garnerville, NY 10923 (herein called the “Subrecipient”).

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering the CDBG FY 2025 – ADA Accessible Entrance Doors in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The project is to demolish and remove the existing manual exterior and interior vestibule entrance doors at the Subrecipient’s Town Hall, and install ADA accessible entrance doors.

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 benefit low- and moderate-income persons – Low moderate-income limited clientele (LMC).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

The Project deliverables are: To deliver bid specs, the bid, and the Town Board resolution.

D. Staffing

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

E. Performance Monitoring

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

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of September 2025 through August 31, 2027. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income as defined in 24 CFR 570.500(a).

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

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

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Construction Materials	<u>\$70,000.00</u>
Total	<u>\$70,000.00</u>

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

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

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY under this Agreement shall not exceed **\$70,000.00**.

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.

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

The COUNTY shall not be obligated to satisfy the Subrecipient's payment request (e.g. requests seeking advances or reimbursements for costs that are inconsistent with this agreement, federal statutes, regulations (including Cost Principles in 2 CFR part 200, subpart E), or the terms and conditions of the COUNTY's Federal award, or that would otherwise result in the COUNTY charging improper, unauthorized, or otherwise unallowable costs to the COUNTY's Federal award. All County disbursements and payments are predicated on the continuation and availability of the appropriate grant funding and no payments will be made under the terms herein unless grant funds awarded to the County are available. In the event said funding is impounded, terminated or otherwise unavailable to the County, the County shall have no responsibility to make any payments or disbursements herein.

V. **NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

COUNTY

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

SUBRECIPIENT

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

VI. **SPECIAL CONDITIONS**

Not Applicable herein.

VII. **GENERAL CONDITIONS**

A. **General Compliance**

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

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

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

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

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

D. Workers’ Compensation

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

E. Insurance & Bonding

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

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

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

F. COUNTY Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the COUNTY or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety.

Upon termination the COUNTY retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the COUNTY any improper expenditures no later than thirty (30) days after the date of termination. The COUNTY may, at its sole discretion, allow the Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

I. Insurance Requirement

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

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

- a. {X} Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence and a general aggregate not less than \$2,000,000 (Two Million) per project
- b. { 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. { } Professional Liability Insurance (or Errors and Omissions or Malpractice) not less than \$1,000,000 (One Million) for each claim, or if not included on the excess umbrella, the limits should equal \$1,000,000 (One Million) plus the required excess limit
- g. {X} All other insurance as required by law.
- h. The Contractor warrants and represents to the County that it has sufficient funds to satisfy the amount of the self-insured retention limit (deductible) required of each liability policy as it applies to this Agreement, and that said amount is available to settle, compromise or pay any suit or claim for negligence, gross negligence, medical malpractice or intentional acts or omissions made against it and arising out of or during the Term. At the County's request, the Contractor shall provide proof or guarantee of financial responsibility as it deems necessary.

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

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

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

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

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

3. Client Data and Other Sensitive Information

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.

The Subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the COUNTY designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

4. Disclosure

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

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the COUNTY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with COUNTY's current policy concerning Subrecipient audits and 2 CFR 200

a. Single Audit

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

b. Inspections and Monitoring

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

The Subrecipient must submit to monitoring of its activities by the COUNTY as necessary to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by the COUNTY; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the COUNTY detected through audits, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the COUNTY as required by 2 CFR §200 et seq.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the COUNTY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

c. Corrective Actions

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

d. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR Part 200 when procuring property and services under this agreement. The Subrecipient shall comply with current COUNTY policy concerning the procurement of services and purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Agreement.

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

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities and funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the COUNTY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the COUNTY.

2. Indirect Costs

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

3. Payment Procedures

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

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the COUNTY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for 30 years. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the COUNTY an amount equal to the current fair market value of the property

less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the COUNTY. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the COUNTY deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the COUNTY for the CDBG program or (b) retained after compensating the COUNTY [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].
4. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM) as necessary.

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

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (3) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

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

X. Personnel & Participant Conditions

A. Civil Rights

1. **Compliance**

The SUBRECIPIENT agrees to comply with County of Rockland and New York State Civil and Human Rights laws, and with Title VI of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 and Executive Order 14173. In the event of a conflict with any previous law, executive order or contract term herein, Executive Order 14173 shall control.

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

- a. 24 CFR Part 6 The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no

person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs all being subject to Executive Order 11246 of 2025.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

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

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

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

5. State and Local Nondiscrimination Provisions

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

6. 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.

B. Affirmative Action

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

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

b. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

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.

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

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

a. Compliance

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

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

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

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

in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be

summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the Subrecipient, or any designated public agency.

5. Lobbying Certification

The Subrecipient hereby certifies that:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
- d. This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 311, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and

irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

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

XI. Environmental Conditions

1. Air and Water

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

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

2. Flood Disaster Protection

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

3. Lead Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require

that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

4. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

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

XII. BUILD AMERICA, BUY AMERICA ACT

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as applied to recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirement, unless excepted by a waiver.

XIII. 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.

XIV. DUPLICATION OF FUNDS

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

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

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

It is the Subrecipient's responsibility to ensure that any payment request it sends the COUNTY will not result in a DOB. If the COUNTY discovers that a DOB has occurred,

the Subrecipient will resolve the DOB by reimbursing the COUNTY in the amount of the DOB, or in another manner agreeable to the parties, within thirty (30) days of receiving written notice from the COUNTY that such DOB has occurred.

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

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

XV. 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.

XVI. WAIVER

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

XVII. 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.

XVIII. ADDENDUM 1

Please see Addendum 1 Subrecipient Agreement Provisions and Exhibit X attached to this agreement.

Contract Request Schedule "A"
(A detailed schedule of the work or services to be provided)

Statement of Work (SOW) – (The Statement of Work shall define the tasks required for the successful completion of the County's goals and objectives ensuring all minimum requirements are met.)

Demolition and removal of existing manual exterior and interior vestibule entrance doors and installation of ADA accessible entrance doors

Contract Deliverables – (Contract Deliverables are the outputs associated with the Statement of Work. Sample Deliverables include, draft reports, final reports, assessments, studies, meetings, public hearings, number of clients served within a specified time period.)

Bid specs, bid, Town Board resolution

Cost/Price & Payment Section – (Total/Estimated contract costs shall be defined as well as method of payment. Define if this is a Completion Contract (paid in full when contract is completed) or if this is a Level of Effort Contract (progress payments will be made upon the completion of certain milestones/deliverables). If progress payments are to be made, the milestones/deliverable for payment must be clearly defined. Retainage requirements shall also be clearly defined.)

Completion Contract

Supporting Documentation – (Supporting Documentation such as copies of vendor's proposals, technical data or drawings should also be included.)

Attached estimates

Insurance Certificates - (All required insurance certificates; General Liability, Automotive, Professional Liability, Workman's Compensation and Disability shall be included with each contract request and contract extension request.)

Attached insurance certificate

Addendum 1 Subrecipient Agreement Provisions

Section __. Incorporation of PY 2025 Federal Policy Provisions

I. Purpose and Authority

The Grantee is a recipient of FY 2025 Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). HUD's FY 2025 grant agreement includes *Addendum 1 – Policy Requirements*, issued pursuant to Executive Orders 14168, 14182, 14154, 14218, and related federal statutes and regulations. These policy provisions are binding on all recipients and subrecipients of CDBG funds.

II. Incorporation by Reference

To ensure full compliance, the Grantee hereby incorporates into this Agreement, by reference and without attaching the federal Addendum 1 itself, the specific policy provisions derived from Addendum 1 and outlined in Exhibit X (FY 2025 Federal Policy Clauses). Exhibit X is made part of this Agreement as if fully stated herein and may be administratively updated by the Grantee as HUD issues subsequent guidance or amendments to Addendum 1.

III. Applicability and Flow-Down

The Subrecipient shall comply with all requirements stated in Exhibit X, and shall ensure that its employees, contractors, and consultants likewise comply with those requirements for all activities funded in whole or in part with CDBG funds. These provisions shall “flow down” to all covered agreements.

IV. Compliance and Enforcement

Compliance with the policies in Exhibit X is a material condition of this Agreement and of the Subrecipient's eligibility for reimbursement. The Grantee may require the Subrecipient to provide program materials (including flyers, outreach publications, or participant documentation) to verify compliance. Failure to comply may result in corrective action, suspension of payments, or termination of this Agreement in accordance with 2 CFR 200.339-343.

V. Relationship to Other Federal Requirements

These FY 2025 policy provisions are in addition to, and do not supersede, other Federal requirements applicable to this Agreement. In the event of a conflict, the more restrictive provision shall apply unless HUD provides written direction otherwise.

VI. Reference Authorities

The policy provisions contained in Exhibit X implement the following federal authorities:

- a. Executive Order 14168 – *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*
- b. Executive Order 14173 – *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*
- c. Executive Order 14182 – *Enforcing the Hyde Amendment*
- d. Executive Order 14154 – *Unleashing American Energy*
- e. Executive Order 14218 – *Ending Taxpayer Subsidization of Open Borders*
- f. Executive Order 14205 – *Establishment of the White House Faith Office*
- g. 8 U.S.C. § 1601 et seq. (PRWORA – Immigration Eligibility and Verification)
- h. 31 U.S.C. § 3729(b)(4) (False Claims Act – Material Compliance Provision)

[Continued on Next Page]

EXHIBIT X: PY 2025 FEDERAL POLICY CLAUSES (CDBG PROGRAM)

NOTE: This document is provided for informational purposes only and does not constitute legal advice. HUD has not yet issued formal implementation guidance on Addendum 1. Jurisdictions should consult their legal counsel and HUD Field Office for clarification and maintain documentation of all interpretive decisions and communications.

This Exhibit sets forth the Federal policy requirements that apply to the Subrecipient as a condition of participation in the CDBG Program for Program Year 2025. These provisions are incorporated into and made a material part of the Subrecipient Agreement.

Section 1. Prohibition on Use of Funds to Promote “Gender Ideology”

1.1 Policy Requirement. In accordance with Executive Order (E.O.) 14168, *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*, the Subrecipient shall not use any CDBG funds to promote “gender ideology.”

1.2 Definitions. For purposes of this section:

- a. “Gender ideology” means any theory or policy asserting that sex is determined by subjective identity rather than biological reality, as defined in Section 2(f) of E.O. 14168 and any subsequent HUD or OMB guidance.
- b. For the purposes of this section, “Promote” means to publicly advocate, endorse, distribute, advertise, or otherwise support, through funded publications, events, or materials, the prohibited ideology.

1.3 Agency Forms and Data Collection. All forms, applications, surveys, or data-collection instruments developed or used by the Subrecipient for CDBG-funded activities that request information on an individual’s sex shall list only the options “Male” or “Female.”

- a. Such forms shall not include questions or fields requesting or recording gender identity, gender expression, or similar classifications.
- b. Existing forms containing such fields shall be modified or replaced for CDBG-funded purposes to ensure compliance with E.O. 14168.

1.4 Grantee Review. At the request of the Grantee, the Subrecipient shall provide advance copies of flyers, brochures, social-media posts, or other public materials related to CDBG-funded activities for Grantee review to ensure compliance with this provision prior to release or posting.

1.5 Consistency with Existing Civil Rights Requirements. Nothing in this section shall be construed to limit or modify the Subrecipient’s obligations under any other law protecting individuals from unlawful discrimination.

Section 2. Compliance with Federal Anti-Discrimination Laws and False Claims Act Provisions

2.1 General Requirement. The Subrecipient shall comply in all respects with all applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)

2.2 Material Compliance under the False Claims Act. Pursuant to E.O. 14173 and 31 U.S.C. § 3729(b)(4), the Subrecipient acknowledges that compliance with Federal civil-rights and anti-discrimination laws is material to the U.S. Government's payment decisions under the False Claims Act.

2.3 Certification. By execution of this Agreement, the Subrecipient certifies that it does not and will not operate any program in violation of these laws and shall promptly report to the Grantee any filed or pending civil-rights complaint, investigation, or finding of non-compliance related to any CDBG-funded activity.

Section 3. Prohibition on Use of Funds for Elective Abortions

3.1 Policy Requirement. Pursuant to E.O. 14182, *Enforcing the Hyde Amendment*, the Subrecipient shall not use any CDBG funds to fund or promote elective abortions.

3.2 Definition. For purposes of this section, "Promote" means to publicly advocate, endorse, distribute, advertise, or otherwise support, through funded publications, events, or materials, the performance of elective abortions.

3.3 Grantee Review. At the request of the Grantee, the Subrecipient shall provide advance copies of flyers, brochures, or other outreach materials for Grantee review to ensure compliance with this provision.

Section 4. Environmental Considerations

4.1 Policy Requirement. Notwithstanding any prior Notice of Funding Opportunity (NOFO) or application materials, this Agreement shall not be governed by orders revoked by E.O. 14154, *Restoring the Rule of Law in Federal Administration*, including E.O. 14008, *Tackling the Climate Crisis at Home and Abroad*.

4.2 NEPA Unchanged. Nothing in this section shall alter or exempt the Subrecipient from compliance with existing environmental-review requirements under 24 CFR Part 58 or the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 et seq. If the NEPA statute or its implementing regulations—including those at 24 CFR Part 58—are amended or superseded during the term of this Agreement, this provision shall be automatically deemed amended to reflect and require compliance with such updated authority, as interpreted by HUD or other applicable Federal agencies.

Section 5. Immigration Status Verification and SAVE System Compliance

5.1 Policy Requirement. To ensure implementation and compliance with Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA, 8 U.S.C. §§ 1601–1646) and E.O. 14218, *Ending Taxpayer Subsidization of Open Borders*, the Subrecipient shall assist the Grantee in ensuring that CDBG assistance is not provided to ineligible aliens.

5.2 Subrecipient Role. Subrecipients serving as program administrators shall assist the Grantee in ensuring compliance with PWRORA. Subrecipients may collect intake information and supporting documentation. The Subrecipient shall transmit collected documentation to the Grantee for

verification through the Systematic Alien Verification for Entitlements (SAVE) Program or an equivalent verification system approved by the Federal Government.

5.3 Grantee Role and Determinations. The Grantee shall perform all SAVE verifications and maintain the official verification record. Any denial decisions issued by the Grantee based on SAVE results or Federal guidance are final and binding on the Subrecipient.

5.4 Prohibitions. No Subrecipient shall use CDBG funds in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of Federal immigration laws.

Section 6. Equal Treatment for Faith-Based Organizations

6.1 Policy Requirement. Faith-based organizations are eligible to participate as Subrecipients on the same basis as any other organization, consistent with E.O. 14205.

6.2 Prohibition on Religious Activities. No CDBG funds may be used for inherently religious activities such as worship, instruction, or proselytization. Any such religious activities must be separate in time or location from HUD-funded activities and voluntary for participants.

6.3 Non-Discrimination. The Subrecipient shall not, in the selection of contractors, vendors, or beneficiaries, discriminate on the basis of religious character, affiliation, or exercise.

Town of Haverstraw

Budget Adjustments

For Year Ending 12-31-2025

<u>Fund</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>
GENERAL FUND				
	Special Rec Golf Equipment	A-7150-0200	\$ 195,000.00	
REVENUE ACCOUNT	Installment Purchase Debt	A-0000-5785		\$ 195,000.00
			\$ 195,000.00	\$ 195,000.00



TOWN OF HAVERSTRAW

J. Bart Gordon

Superintendent of Highways

HOWARD T. PHILLIPS, JR.
Supervisor

WILLIAM M. STEIN
Town Attorney

ISIDRO CANCEL
VINCENT J. GAMBOLI
JOHNNY ORTIZ
RALPH W. KIRSCHKEL
Councilmen

March 8, 2026

TO: Supervisor Howard T. Phillips, Jr.
Town Council Members

FROM: J Bart Gordon

RE: Kimball Midwest Small Hardware Rack System

I respectfully propose the purchase of the Kimball Midwest Small Hardware Rack System.

This system integrates our small hardware with our purchasing to improve small parts inventory and turnover.

I ask that the Board consider the Kimball Midwest Small Hardware System at a cost of \$11669.76

The OMNIA Partners Participation Number 5125496

Kimball Midwest Contract # 5606361

Sincerely,


J Bart Gordon
Superintendent of Highways



4800 Roberts Road
Columbus, Ohio 43228
PHONE: (614) 219-6100

Customer Quote

Order #: 576296NF

Date: 12/08/2025

PO #:

Type: Regular

Customer #: 226677

Hold for PO: No

Ship Via: O - OPTIMAL COD: No

Sales Rep: 6NF - Henderson, Kim

Attention: TOWN OF HAVERSTRAW

Billing Address:

TOWN OF HAVERSTRAW

1 ROSMAN RD

GARNERVILLE NY 10923

Shipping Address:

TOWN OF HAVERSTRAW

113 THIELLS MT IVY RD

THIELLS NY 10984

Item #	Description	QTY.	Price	Sub-Tot	Ext. Price
MEC1000	Maintenance Efficiency Center	1	0.00	799.00	799.00
MEC40522	GREASE FITTING ASST	1	0.00	0.00	0.00
MEC40264	CABLE CLAMP (3/8) ASST	1	0.00	0.00	0.00
MEC40265	CABLE CLAMP{1/4} ASST	1	0.00	0.00	0.00
MEC40104	FENDER WASHER ASST	1	0.00	0.00	0.00
MEC697	4" LEG SET FOR 630/660/628R	1	0.00	0.00	0.00
MEC628R	4DRAWER 12.5" DEEP ROLL RACK	1	0.00	0.00	0.00
MEC1000	Maintenance Efficiency Center	1	0.00	849.00	849.00
MEC40331	18-8 SS CAP SCREW ASST	1	0.00	0.00	0.00
MEC40456	METRIC 8.8 ASST	1	0.00	0.00	0.00
MEC40300	USS SKT HD CS ASST	1	0.00	0.00	0.00
MEC403001	SAE SKT HD CS ASST	1	0.00	0.00	0.00
MEC697	4" LEG SET FOR 630/660/628R	1	0.00	0.00	0.00
MEC628R	4DRAWER 12.5" DEEP ROLL RACK	1	0.00	0.00	0.00
MEC1000	Maintenance Efficiency Center	1	0.00	799.00	799.00
MEC40301	USS SKT SET SCREW ASST	1	0.00	0.00	0.00
MEC40302	SAE SKT SET SCREW ASST	1	0.00	0.00	0.00
MEC40335	SS PHIL PAN HD SMS ASST	1	0.00	0.00	0.00
MEC404241	PHIL PAN HD MS ASST	1	0.00	0.00	0.00
MEC697	4" LEG SET FOR 630/660/628R	1	0.00	0.00	0.00
MEC628R	4DRAWER 12.5" DEEP ROLL RACK	1	0.00	0.00	0.00
MEC1000	Maintenance Efficiency Center	1	0.00	749.00	749.00
MEC40432	PHIL PAN HD SMS ASST	1	0.00	0.00	0.00
MEC40461	METRIC PHIL PAN HD MS ASST	1	0.00	0.00	0.00
MEC40443	PHIL PAN DRPT SCREW ASST	1	0.00	0.00	0.00
MEC40402	ROLL PIN ASST	1	0.00	0.00	0.00
MEC697	4" LEG SET FOR 630/660/628R	1	0.00	0.00	0.00
MEC628R	4DRAWER 12.5" DEEP ROLL RACK	1	0.00	0.00	0.00
MEC1000	Maintenance Efficiency Center	1	0.00	699.00	699.00
MEC40620	CLEVIS PIN ASST	1	0.00	0.00	0.00
MEC40622	HAIRPIN RETAINER ASST	1	0.00	0.00	0.00
MEC40623	HITCH PIN CLIP ASST	1	0.00	0.00	0.00
MEC406245	LYNCH PIN ASST	1	0.00	0.00	0.00
MEC697	4" LEG SET FOR 630/660/628R	1	0.00	0.00	0.00
MEC628R	4DRAWER 12.5" DEEP ROLL RACK	1	0.00	0.00	0.00



4800 Roberts Road
Columbus, Ohio 43228
PHONE: (614) 219-6100

Customer Quote

Item #	Description	QTY.	Price	Sub-Tot	Ext. Price
MEC1000	Maintenance Efficiency Center	1	0.00	849.00	849.00
MEC40400	COTTER PIN ASST	1	0.00	0.00	0.00
MEC404011	LGE COTTER PIN ASST	1	0.00	0.00	0.00
MEC40413	"E" RING ASST	1	0.00	0.00	0.00
MEC40411	WOODRUFF KEY ASST	1	0.00	0.00	0.00
MECNOSTAND	NO STAND TO BE SHIPPED	1	0.00	0.00	0.00
MEC628R	4DRAWER 12.5" DEEP ROLL RACK	1	0.00	0.00	0.00
MEC1000	Maintenance Efficiency Center	1	0.00	1,599.00	1,599.00
MEC40480	BLIND RIVET ASST	1	0.00	0.00	0.00
MEC401032	PUSH-ON SPEED NUT ASST	1	0.00	0.00	0.00
MEC405592	NYLON AB FTG ASST	1	0.00	0.00	0.00
MEC405593	NYLON AB FTG ASST	1	0.00	0.00	0.00
MECNOSTAND	NO STAND TO BE SHIPPED	1	0.00	0.00	0.00
MEC628R	4DRAWER 12.5" DEEP ROLL RACK	1	0.00	0.00	0.00
40500	O-RING ASST	1	224.57 E	224.57	224.57
675	16 COMP DRAWER	1	45.14 E	45.14	45.14
685	ADJUSTABLE DRAWER	1	45.18 E	45.18	45.18
405161	HD HOSE CLAMP ASST	1	289.36 E	289.36	289.36
405171	HD HOSE CLAMP ASST	1	246.80 E	246.80	246.80
631	120 OPENING BIN	2	580.24 E	1,160.48	1,160.48
640	24 COMP DRAWER	1	45.14 E	45.14	45.14
MEC1000	Maintenance Efficiency Center	1	0.00	2,049.00	2,049.00
MEC405594	NYLON AB FTG ASST	1	0.00	0.00	0.00
MEC40560	"DOT" AB FTG ASST	1	0.00	0.00	0.00
MEC405522	BRASS PIPE ASST	1	0.00	0.00	0.00
MEC403881	USS G8 TAP BOLT ASST	1	0.00	0.00	0.00
MECNOSTAND	NO STAND TO BE SHIPPED	1	0.00	0.00	0.00
MEC628R	4DRAWER 12.5" DEEP ROLL RACK	1	0.00	0.00	0.00
405523	BRASS PIPE ASST	1	883.21 E	883.21	883.21
628R	4DRAWER 12.5" DEEP ROLL RACK	2	168.94 E	337.88	337.88

Line Count: 57

Item Count: 59

Order Total: 11,669.76

Orders less than \$75 may be subject to \$15 Shipping & Handling charge



BILL REDA
Property Management Co., Inc.

8 Wilbur Road
Montebello, New York 10901
Office: (845)369-1530
Cell: (914)490-0202
License #H18-4367

TREE ESTIMATE

NAME Town of Haverstraw	PHONE HOME	OFFICE	DATE OF ESTIMATE 3/16/26	TIME 2:15 pm
STREET Property Location 16 Creek View	LOCATION & DIRECTIONS			
CITY, STATE, ZIP Haverstraw NY				

SPECIFICATIONS

COMPLETE LABOR TO	COST
1) Get 2-3 maple trees (marked) on the ground in a safe manner by use of rigging tools to complete. Estimated work time 3 hours. Employee to be paid prevailing wage for climbing. Charge for this project	\$960.00

REFERENCE MAP

DEBRIS INSTRUCTION		DUMPING FEES	\$
	REMAIN REMOVE	SUB TOTAL	\$
WOOD	✓	DISCOUNT	\$
WOOD CHIPS	✓	TAX	\$
		TOTAL	\$960.00

PAYMENT SPECIFICATIONS

NOTE: This proposal can be withdrawn if not accept in _____ days.

We, Bill Reda Property Management Co., Inc. herby purpose to do the work as specified. Any alterations or deviations, including stump grinding or removal from the above specifications will involve an additional charge. All work contingent upon strikes, accidents or delays beyond our control.

Submitted by Bill Reda Date 3/16/26

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. I hereby authorize to do the work as specified. Payment will be made as indicated above.

Signature X [Signature]

Thank You for choosing Bill Reda Property Management Co., Inc.

BUCKET

GRINDER - LG. SM.

LOG TRUCK

CRANE

BOMNIN CHEVROLET CADILLAC BUICK GMC

32 Route 304, Nanuet, NY 10954
845-623-6060

MV# 96876 MVR# 94100685

THANK YOU FOR YOUR BUSINESS!!

PQ10702

PARTS:
MON.-FRI. 7:30 A.M. - 5:00 P.M.
SATURDAY 8:00 A.M. - 4:00 P.M.

PQ10702



0601GPQ10702

CUSTOMER PRICING NOTICE ***
A 3% SURCHARGE WILL BE APPLIED TO ALL CREDIT
CARD TRANSACTIONS. ANY PAYMENT MADE BY CASH,
CHECK, OR DEBIT CARD WON'T BE ASSESSED A FEE.

CELL: 845-826-4854

CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
21689	1			CHARGE	Parker L. Macgow	03/23/26	PQ10702 CVV
	PCINELLI@TOWNOFHAVERSTRAW.ORG 845-429-9126						

B
I
L
L
T
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TOWN OF HAVERSTRAW HIGHWAY DEPT
1 ROSMAN RD
GARNERVILLE, NY 10923

S
H
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P
T
O

QUANTITY		PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
SHIP	B. O.					
1	0	84164905 RADIATOR 1.219 N	519	622.58	435.81	435.81
1	0	85585332 PIPE 4.128 Y	1122A	209.87	146.91	146.91
1	0	19431764 REMAN TRA 4.003 N	700	4745.00	4175.60	4175.60
		CORE PRICE			2000.00	2000.00
<small>NO REFUNDS, RETURNS OR EXCHANGES ON ELECTRICAL OR SPECIAL ORDERED PARTS. NO REFUNDS WITHOUT THIS INVOICE. NO RETURNS AFTER 5 DAYS. SPECIAL ORDER PARTS TO BE PAID IN ADVANCE. ALL RETURNS SUBJECT TO 35% HANDLING CHARGE. ALL RETURNED PARTS MUST BE IN THEIR ORIGINAL UNOPENED CONTAINERS. ALL REFUNDS NOT IN SAME DAY AS PURCHASE WILL BE ISSUED BY CHECK ONLY.</small>						SUBTOTAL 6758.32
<small>PAYMENT DUE UPON DELIVERY. IN THE EVENT THE CUSTOMER DOES NOT MAKE PAYMENT WHEN DUE, CUSTOMER AGREES TO BE RESPONSIBLE, IN ADDITION TO ANY AMOUNTS DUE, FOR A FULL ASSESSMENT OF ATTORNEY'S FEES AND COSTS, INCLUDING APPELLATE FEES.</small>						RESTOCK CHARGE 0.00
<small>I hereby acknowledge that there is and will be absolutely no returns on electrical, or special ordered parts, and that I have received my parts with no damage and in good condition.</small>						TAX 0.00
<small>X</small>						CASH AMOUNT 6758.32
<small>X</small>						SURCHARGE AMOUNT 202.75
<small>X</small>						CREDIT CARD AMOUNT 6,961.07
<small>FREIGHT</small>						0.00
<small>PAY THIS AMOUNT</small>						6758.32



VJNetworks, Inc.
 8 Brooks Circle
 Garnerville, NY 10923
<http://www.vjnetworks.com>
jmutone@vjnetworks.com

Invoice

Date	Invoice #
3/16/2026	24920
P.O. No.	Terms
	Net 30

Bill To
Town Of Haverstraw Accounts Payable 1 Rosman Rd. Garnerville, NY 10923

Ship To
Police Department Town Of Haverstraw 101 W. Ramapo Road Garnerville, NY 10923

Item	QTY	Description	Rate	Serviced	Amount
HARD...	1	Per Quote HPD2601_01 Replaced Chief Gould's Computer Dell Pro Slim (QCS1250) Processor: Intel® Core™ i5-14500 vPro® (14 cores, up to 5.0GHz) Memory: 32GB DDR5 Memory Video Card: NVIDIA® RTX™ A400, 4 GB GDDR6, half height, 4 mDP to DP Hard Drive: M.2 1TB PCIe NVMe SSD OS: Genuine Microsoft Windows 11 Professional Dell Warranty: 3 Year Hardware Service with Onsite/In-Home Service After Remote Diagnosis Accessories: Dell Keyboard & Mouse; Integrated Speakers; 360W PSU; Intel® Wi-Fi 7, Bluetooth® Setup Included	2,197.00	1/28/2026	2,197.00

VJNetworks is not responsible for any delay, malfunction, non performance and/or other degradation of performance of any of the Services, Hardware or Software and shall not be liable to customer or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with this the Services, Hardware or Software for any economic loss of any kind whatsoever.

Limitation of Liability:
 Customer acknowledges that the allocation of risk reflects the price paid for the Services provided by VJNetworks. If any exclusion or limit of liability is held to be invalid and VJNetworks become liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by the customer for the Services. No action, claim or demand may be brought by customer against

Subtotal	\$2,197.00
Sales Tax (0.0%)	\$0.00
Total	\$2,197.00
Payments/Credits	\$0.00
Balance Due	\$2,197.00