

**SUGGESTED RESOLUTIONS
REGULAR TOWN BOARD MEETING
May 24, 2022**

REGULAR MEETING:

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

ACCEPTANCE OF MINUTES

- 1. Regular Meeting- May 12, 2022, 2022**
- 2. Public Hearing- Acquisition of Development Rights -Siegal Farm SBL 24-1-37**

CORRESPONDENCE:

NEW YORK STATE DEPARTMENT OF STATE – Letter dated May 4, 2022 to the Clerk informing the town Local Law No.3 of 2022 has been filed in their office on April 25, 2022.

NEIL L. WINTER – Director- Regional & Community Affairs, Orange & Rockland Utilities. Letter dated May 11, 2022 to the Town Clerk regarding the Pipeline Safety Improvement Act of 2002 and the resulting amendments to the Code of Federal Regulations enacted in 2005. The Gas Emergency Hotline is 1-800-533-5325.

TRACY GRGOIRE – Warwick Food Truck Festival, St. Stephens Church. Email dated May 10, 2022 to the Clerk requesting St. Stephen’s Way be closed for a food festival.

MARK D. WHEELER – 180 West Street Ext., Warwick, NY 10990 – Letter to the Supervisor and Town Board requesting to be reappointed to the Town of Warwick Conservation Board.

DEVIN ROSENTHAL – Secretary /administrative assistant II, Department of Environmental Facilities & Services. Email dated May 17, 2022 regarding 2022 Hazardous Waste Events taking place in Port Jervis on June 10th * 11th, 2022. The Friday, June 10 event is for or School Districts, Municipalities, Businesses, and Farms, or otherwise known as Conditionally Exempt Small Quantity Generators (CESQGs). This event will take place at Orange County Transfer Station #3 located at 86 Tow Path Road in Port Jervis. All CESQGs *MUST* pre-register for Friday, June 10th in Port Jervis at O.C. Transfer Station #3 by NO LATER THAN C.O.B. FRIDAY, June 3rd. If you have acceptable materials and are interested in participating, please complete the attached registration form and send via fax to 845-291-4570 <https://www.orangecountygov.com/449/Household-Hazardous-Waste> or email to esiljkovic@orangecountygov.com

DEBI YOUNG – President, Friends of Cascade Lake. Email dated May 16, 2022 to the Clerk regarding the progress made at Cascade Lake Park. Friends of Cascade Lake, Inc. (FOCL), with the assistance of DPW, continues to make progress with trail repairs. A land bridge from the eroded shoreline to the existing concrete dock area was built so that children and

fisher people no longer have to use rotting pallets or other makeshift foot holds to cross the mud onto this popular, heavily used spot. FOCL also mowed a path through the grass to help park users avoid the need to walk through long grass now that the growing season is upon us. The largest section of eroded trail on the hill by the dam has been backfilled and now presents far less of a fall risk. This is a section where FOCL members have witnessed numerous children and older adults injure themselves. The remainder of the large "road" continues to be improved with DPW's heavy rock work and our creation of a wood chipped, pedestrian path along one side of the "road" so pedestrians can avoid the areas that continue to suffer damage caused by illegal, motor vehicle usage. FOCL has supplied a bucket and pick-up tool for park users to easily assist with litter collection. We have seen it in use! As the bears are active again, we appreciate that other park users are helping to collect the bear's messes. The new bench being donated by Walden Savings Bank has arrived at the bank. Stay tuned for proposed installation dates and news coverage requests. Trail blazing paint, brushes and templates have been acquired and will be in use in the near future. Additionally, we continue to collect donations and are beginning to pursue larger donors and grants. We will update you in more detail as these progresses.

DANIEL GIBSON – Building Inspector, Town of Warwick. Letter dated May 10, 2022 to the Town Board requesting a refund for permit # 30577. Project has been withdrawn.

MARCY GIANATTASIO – Municipal Clerk, Town of Vernon, NJ. Email dated May 11, 2022 to the Clerk regarding Ordinance #22-11 that was introduced at the Vernon Township Council meeting of May 9, 2022 and will be on the agenda for public hearing on June 13, 2022 meeting. The ordinance is titled: ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING SECTION 330-160 ENTITLED “SCHEDULE OF PERMITTED, CONDITIONAL AND ACCESSORY USES AND STRUCTURES” TO PROHIBIT FARMLAND ASSESSMENTS ON PROPERITES WHERE LEGAL CANNABIS IS CULTIVATED

NEHAL TRIVEDI – Esq Attorney at Law, Trivedi Law Group P.C. Email dated May 13, 2022 to the Clerk regarding 500-foot hearing #2230123/Fed of Warwick LTD (30 Main Street, Warwick). A hearing notice and a Public Interest Questionnaire.

DEIDRE ELLIS – Clerk’s office, Township of West Milford. Email dated May 19, 2022 to the Clerk regarding: Ordinance 2022-023 ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC, STATE OF NEW JERSEY AMENDING CHAPTER 500 “ZONING” OF THE REVISED GENERAL ORDINANCES TO UPDATE SECTION 500-191 “DEFINITIONS” Ordinance 2022-028 ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC, STATE OF NEW JERSEY AMENDING CHAPTER 500 ZONING OF THE REVISED GENERAL ORDINANCES O THE TOWNSHIP AMENDING SECTION 500-66.F ACCESSORY BUILDINGS TO PERMIT ACCESSORY BUILDINGS IN CERTAIN LOCATIONS

BOARD'S DISCUSSION ON CORRESPONDENCE

VISITING ELECTED OFFICIALS

REPORTS OF BOARDS AND COMMISSIONS

COMMITTEE REPORTS

DEPARTMENT OF PUBLIC WORKS REPORT

Culvert Pipes	Black Rock Rd.	Replace 15"x40 culvert pipe
	Mt. Eve Rd.	Replace 12"x80' culvert pipe
Ditch Work	Black Rock Rd.	Clean ditches
Pave Road	Claire Ann Dr.	Pave road
	High Hill Ave.	Pave road
	Panel Ln.	Pave road
Mowing	Town wide	Mow cul de sace
	Town wide	Mow roadsides
Pot Holes	Town wide	Fill potholes
Road Signs	Town wide	Replace as needed
Haul Material	Stockpile	Haul ¼" stone to stockpile
	Stockpile	Haul road grit to stockpile
Town Park		Mow & maintain

PARKS DEPARTMENT

Union Corners Park	Open (Bathrooms open April 15th)	Town
Kutz Camp	Opening July	Town
Town of Warwick Dog Park	Open	Town
Airport Road Park	Open (Bathrooms open April 15th)	Town
Wickham Woodland Park	Open	Town
Wickham Passive Boat Launch	Open April 1st (Keys on sale in Clerk's office RESIDENTS ONLY	Town
Pine Island Park	Open (Bathrooms open April 15th)	Town
Thomas P. Morahan Waterfront Park	Beach opens for swimming on May 28, 2022	Village of GWL
Ben Winstanley Park	Open	Village of GWL
Village of GWL Dog Park	Open	Village of GWL

ENVIRONMENTAL CONSULTANTS REPORT

COUNCILMAN DE ANGELO REPORT

COUNCILMAN KOWAL REPORT

COUNCILMAN GERSTNER REPORT

COUNCILMAN SHUBACK REPORT

ATTORNEY'S REPORT

TOWN CLERK'S REPORT

Please be advised there has been an addendum made to the two bids for the Warwick Sanitary Sewer Plant No. 1 for the replacement of filter & sand filtration systems and to replace ultra violet disinfection system. The amended bid packets can be found at the town of Warwick website, townofwarwick.org or in the Town Clerk's Office.

SUPERVISORS REPORT

1. **Upcoming Town Board June meeting date change**
2. **CPF Receipts April 2022**
3. **Memorial Day Remembrances**
4. **Warwick Story Share**
5. **Journal entries**
6. **Supervisors Corner – Published each week in the Warwick Dispatch, with excerpts printed in the Warwick Advertiser.**

PRIVILEGE OF THE FLOOR (AGENDA ITEMS)

NEW BUSINESS:

1. **ADOPT TOWN OF WARWICK TOWN FLAG – AIDAN HARVEY**
2. **ACQUIRE DEVELOPMENT RIGHTS – SIEGAL FARM (66 PRICES SWITCH ROAD) SBL# 24-11-37**
3. **REQUEST TO SERVE ALCOHOL – DIANDRA FOY**
4. **REQUEST TO SERVE ALCOHOL – JAN BRUNKHORST**
5. **REQUEST TO SERVE ALCOHOL – ANGELA KNUTH**
6. **REQUEST TO SERVE ALCOHOL – ELIUD ROBLEDO**
7. **REAPPOINTMENT TO CONSERVATION BOARD – MARK WHEELER**
8. **APPROVE TEMPORARY ROAD CLOSURES – SAINT STEPHENS LANE**
9. **AUTHORIZE SUPERVISOR TO SIGN LEASE AGREEMENT WITH ORANGE COUNTY FOR NEW DIAL-A-BUS**
10. **AUTHORIZATION FOR SUPERVISOR TO SIGN AGREEMENT TO PROVIDE CONSULTING AND ADMINISTRATIVE SERVICES FOR DIAL-A-BUS OF MONROE**
11. **REFUND BUILDING DEPARTMENT PERMIT #30577 – CARL ARIBAT**
12. **BUDGET TRANSFER – HUMANE SOCIETY**
13. **REFUND OD ADDITIONAL COSTS TO CONNECT TO SEWER DISTRICT NO. 1 AT 6 CLARK STREET -**
14. **REFUND BUILDING DEPARTMENT SHORT TERM RENTAL FEE – AUSTIN WEINERMAN**

BILLS:

PRIVILEGE OF THE FLOOR (GENERAL)

RECONVENE:

ADJOURN:

TEMPORARY

TOWN OF WARWICK/ TOWN OF MONROE DIAL-A-BUS CONSULTING
SERVICES AGREEMENT

Shared Services Intermunicipal Agreement between the Town of Warwick and the Town of Monroe for consulting of Monroe's Dial-A-Bus Program

THIS AGREEMENT made for consulting services from May 19th, 2022- December 31st, 2022 by and between the Town of Warwick, a municipal corporation having its principal office located at 132 Kings Highway, Warwick, NY, and the Town of Monroe, a municipal corporation having its principal office located at 1465 Orange Turnpike, Monroe, NY.

Whereas the Town of Monroe is desirous of having Consulting Services for its Dial- A- Bus Program, and The Town of Warwick is able to have their Supervisor of Transportation, Jennifer Crover, consult with the Town Supervisor Tony Cardone and the Head Bus Driver of the Dial A Bus Program.

NOW, THEREFORE, in consideration of both mutual covenants herein contained, the parties agree as follows:

1. During the consulting period, Jennifer will analyze the current procedures, gather information from the County Dept. of Planning, and give recommendations on what the Town of Monroe should prepare to do. Jennifer will analyze the program to see where improvements could be made for better efficiency, better record-keeping, and where we could improve funding. The Town of Monroe Head Bus Driver will work with Jennifer and perform all reporting requirements, keep daily statistics, record- keeping and office duties. Jennifer will work with the Head Bus Driver showing what is required, what efficiency improvements can be made, clarifying procedures and assist in developing and updating all required policies that Monroe Dial-A-Bus has, or needs to have. Jennifer will instruct and assist the Head Bus Driver on County reporting requirements, as well as DOT and FTA reporting requirements. Jennifer will provide templates for policy revisions that need to be completed, as necessary. Jennifer will be available to conference with Town of Monroe Supervisor, Tony Cardone, if necessary, should new policies need approval or adoption by the Town Board.
2. The Town of Monroe has previously granted permission (via inter-municipal agreements) for Warwick buses to operate into, through, and out of Monroe borders.
3. The fee for the contract period is \$9,000.00. Payment of \$9000.00 to be paid to Warwick by July 31st, 2022.
4. The Town of Warwick will pay the Supervisor of Transportation, Jennifer Crover as specified in the work agreement.
5. The Town of Monroe will hold harmless and indemnify the Town of Warwick for any damages caused by the Town of Monroe employees, as a result of this agreement. The Town of Warwick will hold harmless and indemnify the Town of Monroe for any damages caused by Town of Warwick employees as a result of this agreement.

6. This agreement shall be in effect through December 31st, 2022 and may be extended with mutual agreement of both parties.

IN WITNESS WHEREOF, the parties agree for this contract to be executed upon signing.

TOWN OF WARWICK

Michael Sweeton, Supervisor

Date

TOWN OF MONROE

Tony Cardone, Supervisor

Date

Dial - A - Bus



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2022

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

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

PRODUCER Seely & Durland 13 Oakland Ave Warwick NY 10990	CONTACT NAME: PHONE (A/C No., Ext): 845-986-1177	FAX (A/C No): 845-986-0094
	E-MAIL ADDRESS: dpinckney@seely-durland.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Selective Insurance Company of New York		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 1655571959 REVISION NUMBER:

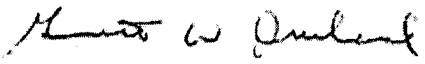
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 1543927	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 1543927	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 1543927	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Employment Practices			S1768559	1/1/2022	1/1/2023	Occurrence Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Orange Department of Planning is listed as additional insured provided a written contract exists and subject to the terms and conditions of the policy.
Town of Warwick Dial A Bus

CERTIFICATE HOLDER

CANCELLATION

County of Orange c/o Orange County Department of Planning 124 Main Street Goshen NY 10924	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Dial-A-Bus
Workers Comp

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP
SELF-INSURANCE**

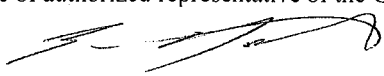
1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Town of Warwick 132 Kings Highway Warwick, NY 10990	1d. Business Telephone Number of Business referenced in box "1a" 845-986-1120
1b. Effective Date of Membership in the Group <u>01/01/2008</u>	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange C/O Orange County Department of Planning 124 Main Street Goshen, NY 10924	3. Name and Address of Group Self-Insurer NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 900 STEWART AVENUE, SUITE 600 GARDEN CITY, NY 11530

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Eric Hartcorn 01/01/2022 - 12/31/2022
(Print name of authorized representative of the Group Self-Insurer) Date

Certified by: 
(Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

GSI-105.2 (2-02) Reverse

Diad-A-Bus
Disability



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>TOWN OF WARWICK</p> <p>132 KINGS HIGHWAY WARWICK, NY 10990</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>845-986-1126</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>146002490</p>
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<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Orange</p> <p>C/O Orange County Department of Planning</p> <p>124 Main Street</p> <p>Goshen, NY 10924</p>	<p>3a. Name of Insurance Carrier</p> <p>ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>DBL174304</p> <p>3c. Policy effective period</p> <p>01/01/2022 to 12/31/2022</p>
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4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.


5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

ALL EMPLOYEES ARE INCLUDED

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/18/2022 By 

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

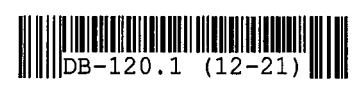
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Warwick Town Clerk

From: Warwick Dial A Bus <dialabus@warwick.net>
Sent: Wednesday, May 18, 2022 9:52 AM
To: Michael Sweeton; Warwick Town Clerk
Cc: Warwick Town Comptroller; Town of Warwick Accounting Dept
Subject: FW: Warwick/Walkill Lease
Attachments: Federal Required Contract Clauses.pdf; State Required Contract Clauses.pdf; Title VI Supplemental Provisions.pdf; 2022 Town of Warwick Lease 5307 Clean Version Draft.pdf

Mike

Please see email below:

I need a resolution authorizing you to sign the lease for our new bus. After that please sign page 10 of the 2022 Warwick lease under "Carrier" and have page 11 notarized (second one)

**In addition we need to have updated insurance documents for liability, workers comp and disability. Those can be given to me when they are ready.

Thank you

Jen

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

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From: Scali, Carrie <CScali@orangecountygov.com>
Sent: Tuesday, May 17, 2022 12:50 PM
To: Jen Crover <dialabus@warwick.net>
Cc: Parrington, Rob <RParrington@orangecountygov.com>; Boulanger, Martha <MBoulanger@orangecountygov.com>; Kaur, Amritpal <AKaur@orangecountygov.com>
Subject: Warwick/Walkill Lease

Good afternoon Jen:

Please see the attached Lease and required documents for the replacement Dial a Ride buses that are being built. At the time of this email we do not yet have an estimated time of arrival but will provide an update as it is given to us.

Once you have reviewed the documents, please forward a signed version back to us (it can be submitted back via email). We are also still in need of updated insurance documents (General Liability Acord 25, Workers' Compensation 105.2 and Disability DB-120.1) and an executed municipal resolution for both Wallkill and Warwick.

Please do not hesitate to reach out with any questions or concerns you may have.

Thank you in advance for your time,

Carrie

Carrie Christensen

Planning Assistant

Orange County Planning Department

124 Main Street

Goshen, NY 10924

Phone: (845) 615-3866

Fax: (845) 291-2533

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FEDERAL REQUIRED CONTRACT CLAUSES

Federally Required Clauses

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

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

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

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

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

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

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

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

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

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

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

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

FEDERALLY REQUIRED CLAUSES

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

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

Bus Testing – Applicability – Rolling Stock/Turnkey

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

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

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

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

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

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

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

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

The following access to records requirements apply to this Contract:

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

FEDERALLY REQUIRED CLAUSES

threshold currently set at \$100,000.

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

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

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

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

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

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

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

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - (1) 50% of the contract price if the contract price is not more than \$1 million;
 - (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

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

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

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

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

FEDERALLY REQUIRED CLAUSES

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

Performance and Payment Bonding Requirements (Construction)

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

(a) Performance bonds

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

(b) Payment bonds

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

Performance and Payment Bonding Requirements (Non-Construction)

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

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

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

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

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

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

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

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

Advance Payment Bonding Requirements

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

Patent Infringement Bonding Requirements (Patent Indemnity)

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

Warranty of the Work and Maintenance Bonds

FEDERALLY REQUIRED CLAUSES

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

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

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance. **Recycled Products** – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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

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

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

performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following requirements apply to the underlying contract:

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

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

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

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

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contracts Involving Experimental, Developmental, Or Research Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwb certification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/ VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**THIRD PARTY LEASE AND SERVICE AGREEMENT
FOR CAPITAL EQUIPMENT**

THIS THIRD PARTY LEASE AND SERVICE AGREEMENT FOR CAPITAL EQUIPMENT (“Agreement”) is made this 17th day of May, 2022, by and between **COUNTY OF ORANGE**, a municipal corporation having offices at 255 Main Street, Goshen, New York 10924, by and through its Department of Planning (“County”) and **TOWN OF WARWICK**, a municipal corporation having offices at 132 Kings Highway, Warwick, New York 10990 (“Carrier”). The County and the Carrier are each individually referred to in this Agreement as a “Party” and collectively referred to as the “Parties.”

WHEREAS, Section 5307 of Chapter 53 of Title 49, United States Code (“U.S.C.”) provides for the payment of Federal financial assistance for public transportation services in urbanized areas through a formula grant program administered by the Federal Transit Administration (“FTA”) an operating administration within the United States Department of Transportation (“Federal Transit Funding”); and

WHEREAS, the State of New York (“State”) provides certain matching funds for capital assistance projects pursuant to Article 13 of the State Transportation Law and such funds are administered by the State Department of Transportation (“State Transit Funding” and together with the Federal Transit Funding, collectively, the “Transit Funding”); and

WHEREAS, the County is a recipient of the Transit Funding under certain written grant agreements between the County and the FTA, and the County and the State, which Transit Funding is used by the County to purchase certain capital equipment, including transit vehicles, transit equipment, and transit facilities as more particularly described in one or more project applications submitted to, and approved by, the FTA and State Commissioner of Transportation or his duly authorized representative (“State Commissioner”) in accordance with 49 U.S.C. 53 and Article 13 of the State Transportation Law;

WHEREAS, in accordance with the Project Application incorporated into this Agreement pursuant to Section 3(b)(i) of this Agreement (“Project Application”), the County applied for and was granted Transit Funding to be used to purchase certain capital equipment, including transit vehicles, transit equipment, and transit facilities as more particularly described in Appendix B to this Agreement (collectively, the “Capital Equipment”); and

WHEREAS, in accordance with the Project Application, the County wishes to grant a leasehold interest in the Capital Equipment to the Carrier, and the Carrier wishes to accept a leasehold interest in the Capital Equipment as a subrecipient of the Transit Funding through the County subject to the terms and conditions set forth in this Agreement including the condition that the Capital Equipment be used by the Carrier for the sole purpose of operating public mass transportation service, which service must be at all times open to the general public and operated on an equal opportunity basis (“Public Transit Service”) for a period of time equal to the useful life of the Capital Equipment (“Service Period”).

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

1. **Recitals.** The Parties incorporate the foregoing recitals as a material portion of this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to lease the Capital Equipment to the Carrier to be used by the Carrier to provide Public Transit Service during the Service Period on the terms, conditions, and mutual understandings set forth in this Agreement.
3. **Documents Forming this Agreement.**
 - a. **Attached Documents.** This Agreement consists of this document and the following listed attachments:
 - i. Appendix A-1- Federal Required Clauses
 - ii. Appendix A-2 - State Required Clauses
 - iii. Appendix A-3 - Supplemental Title VI Provisions
 - iv. Appendix B - Identification of the Capital Equipment and Identification of the Service Period
 - v. Appendix C - Disposition of Equipment
 - b. **Incorporated Documents.** This Agreement also consists of the following documents, each of which are incorporated into, and made a part of this Agreement, by reference:
 - i. Project Application;
 - ii. Agreement Between County and FTA (Federal Grant No. NY-2019-046-00) ("County's Federal Grant Funding Agreement"); and
 - iii. Agreement between County and the State (State Contract No. K007397 for State Project No. 8TRO78/86) ("County's State Grant Funding Agreement").
 - c. **Conflicts.** In the event of any conflict or inconsistency between the terms and conditions of the main body of this Agreement and any document listed in Sections 3(a) and (b) above, the conflict will be resolved by giving precedence to the following documents in the following order with the earlier listed controlling over the latter:
 - i. Federal Required Clauses unless any requirement, term, provision or condition of the Federal Required Clauses is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;
 - ii. State Standard Clauses unless any requirement, term, provision or condition of the State Required Clauses is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;

- iii. Supplemental Title VI Provisions unless any requirement, term, provision or condition of the Supplemental Title VI Provisions is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;
- iv. County's Federal Grant Funding Agreement;
- v. the Project Application;
- vi. County's State Grant Funding Agreement;
- vii. the main body of this Agreement;
- viii. Appendix B to this Agreement; and
- ix. Appendix C to this Agreement.

d. Compliance. The Carrier agrees to comply with:

- i. all applicable terms and conditions contained in the documents listed in Section 3(c) above; and
- ii. all laws, ordinances, rules, regulations, conditions, requirements, guidance, project supporting information and assurances applicable during the Service Period, including without limitation:
 - 1. Chapter 53 of Title 49, U.S.C, and the regulations promulgated thereunder and codified at 49 Code of Federal Regulations ("C.F.R.") Part 601 et seq.; and
 - 2. Article 13 of State Transportation Law and the regulations promulgated thereunder and codified at Title 17 New York Codes, Rules and Regulations,
 as each may be amended from time to time during the term of this Agreement (collectively, "Applicable Laws").

4. Grant of Leasehold Interest In, and Use of, the Capital Equipment.

- a. Grant of Leasehold Interest. For the sum of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the County hereby grants to Carrier a leasehold interest in the Capital Equipment and the Carrier hereby accepts the leasehold interest in the Capital Equipment for the sole purpose of providing Public Transit Service during the Service Period on the terms and conditions set forth in this Agreement.
- b. Use of the Capital Equipment.
 - i. Capital Equipment Must Only be Used for Public Transit Service. The Carrier acknowledges and agrees that the Capital Equipment leased from the County in accordance with this Agreement will only be used to provide Public Transit Service as a condition of the Transit Funding and the Applicable Laws. The Carrier acknowledges and agrees that "Public Transit Service" is transit service that is always open to the general public and

operates on an equal opportunity basis as described in the Project Application.

1. No Charter Service. The Carrier acknowledges that use of the Capital Equipment to provide charter or sightseeing transportation service is prohibited under the Transit Funding pursuant to 49 U.S.C 5323(d) and 49 C.F.R. 604(c). Pursuant to 49 C.F.R. 604(c) "charter service" means:

- a. Transportation provided at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:
 - i. A third party pays the transit provider a negotiated price for the group;
 - ii. Any fares charged to individual members of the group are collected by a third party;
 - iii. The service is not part of the transit provider's regularly scheduled service, or is offered for a limited period of time; or
 - iv. A third party determines the origin and destination of the trip as well as scheduling; or
- b. Transportation provided to the public for events or functions that occur on an irregular basis or for a limited duration and:
 - i. A premium fare is charged that is greater than the usual or customary fixed route fare; or
 - ii. The service is paid for in whole or in part by a third party.

2. No Personal Use of the Capital Equipment. The Capital Equipment must not, at any time, be used for the personal transportation or the private purposes of the employees, agents, representatives, clients, or associates of the Carrier.

ii. Violations. Violations of the restrictions set forth in this Section 4 is cause for the immediate termination of this Agreement by the FTA, the State Commissioner or the County.

c. Reporting Regarding the Use of the Capital Equipment.

i. Duty to Keep Records. The Carrier shall keep accurate records regarding the use of the Capital Equipment and shall submit to the County such information or reports as the County, the FTA or the State may from time to time request in connection with the Capital Equipment.

ii. Reports of Non-Public Transit Service. In the event that the Carrier uses the Capital Equipment in violation of this Section 4 or any of the Applicable Laws, the Carrier shall keep a record of each instance as an instance of use

of the Capital Equipment in non-Public Transit Service, and the vehicle-miles incurred by the Capital Equipment for each such instance, and submit a report detailing these instances to the County and the State Department of Transportation on a quarterly basis, for any calendar quarter during which such instances have occurred.

- d. Notification of Changes in the Public Transit Service. The Carrier shall notify the County in writing in advance of any substantial proposed changes in Public Transit Service prior to any such changes. For the purposes of this Section 4(d), the terms “changes in Public Transit Service” includes, but is not limited to scheduling, operating hours, routes, timetables, marketing, equipment, fares, and passenger terminals and facilities.
5. Maintenance of the Capital Equipment. The Carrier agrees to keep and maintain the Capital Equipment at a high level of cleanliness, safety and mechanical soundness, and garage or store the Capital Equipment in a secure manner. The Carrier agrees to properly maintain the Capital Equipment according to the procedures described in the manufacturer's service manual and through generally accepted bus industry practices for such Capital Equipment. Besides this normal maintenance, the Capital Equipment must be regularly inspected by trained maintenance personnel and any problems uncovered through such inspection must be corrected in a reasonable time. Components of the Capital Equipment must be tested regularly and kept in good working order. In addition, the Carrier agrees to comply with such other maintenance or other conditions relating to the safe and acceptable operation of the Capital Equipment, as the County may from time to time require including, but not limited to, the transit asset management requirements set forth in 49 C.F.R 625, as may be amended from time to time during the term of this Agreement.
6. Disposition of the Capital Equipment. Upon the completion of the Service Period or the earlier termination of this Agreement, the Capital Equipment must be disposed of in the manner provided for in Appendix C to this Agreement.
7. Contracts of the Carrier. The Carrier shall not execute any contract, amendment thereto, or change order, or obligate itself in any manner with any successor carrier with respect to its rights and responsibilities under this Agreement without the prior written approval of the County, the FTA, and the State Commissioner. The County, the FTA, and the State Commissioner will require the inclusion in any such contract, amendment, or document with any successor carrier of such terms and conditions as each of them may deem necessary or desirable to further the purpose of this Agreement as a prerequisite to their respective approval. Such terms and conditions will include provision for the successor carrier's compliance with all Applicable Laws, the Project Application, the County's Federal Grant Funding Agreement, and the County's State Grant Funding Agreement.
8. Termination or Suspension. If the Carrier, before the expiration of the Service Period, discontinues the Public Transit Service or if, for any reason, the commencement, prosecution, or timely completion of the Public Transit Service by the Carrier is rendered improbable, impossible, illegal, or if, the County in its sole opinion deems the Carrier or the

operation of the Public Transit Service in violation of the terms and conditions of this Agreement, the County, may by written notice to the Carrier, terminate any or all of the Carrier's obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected. Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any of the following:

- a. termination or suspension of the use of the Capital Equipment and such other action as the County deems necessary;
 - b. furnishing a status report on the physical condition of the Capital Equipment; and/or
 - c. furnishing an estimate of the current fair market value of the Capital Equipment.
9. **Records and Documentation.** The Carrier shall retain all data, reports, records, logs, and other materials and information relating to activities covered by this Agreement for a period of six (6) years following the expiration of the Service Period or the earlier termination of this Agreement and, upon request, shall make the same available to the County, the FTA or the State Commissioner or their respective designees for audit, inspection, and copying.
10. **Carrier Authorization Under Applicable Law.** In the event that any approval, permit, action, proceeding, or authorization is required by applicable law, ordinance, rule, or regulation to enable the Carrier to enter into this Agreement, or to undertake the Public Transit Service, or to observe, assume, or carry out any of the provisions of this Agreement, the Carrier will initiate and expeditiously complete such action as is so required.
11. **Carrier Liability.** The Carrier will be responsible for any and all damage to life and property due to activities of the Carrier, its contractors, subcontractors, agents, or employees in connection with the use of the Capital Equipment leased from the County pursuant to this Agreement and the use of the Capital Equipment to provide the Public Transit Service. The Carrier shall indemnify and hold harmless the County, the FTA, the State and their respective officials, employees, and agents from any and all claims, suits, proceedings, costs, expenses, judgments, damages, and liabilities, including reasonable attorneys' fees, arising out of or resulting from acts or omissions of the Carrier, its contractors, subcontractors, agents, or employees, relating to the use of the Capital Equipment. The Carrier, in performing the Public Transit Service is an independent contractor and not an employee or agent of the County.
12. **Insurance.** The Carrier agrees to procure and maintain during the term of this Agreement at its own expense, insurance of the kinds and in the amounts required in this Section 12, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the State Department of Transportation, covering all operations under this Agreement, whether performed by the Carrier or its subcontractors, agents, or employees. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of this Agreement and the type of service in which the Carrier Equipment will be utilized. Except for workers' compensation and disability insurance, the Carrier shall name the County and the State as additional insureds

on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) are the sole obligation of the Carrier. Notwithstanding anything to the contrary in this Agreement, the Carrier irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance policies described in this Section 12. The provision of insurance by the Carrier will not in any way limit the Carrier's liability under this Agreement. Before operating the Capital Equipment and annually thereafter, the Carrier shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that it has complied with this Section 12, which certificate(s) must provide that the policies will not be changed or cancelled until thirty (30) days written notice has been given to the County. The kinds and amounts of insurance are as follows:

- a. Workers' Liability Insurance. The Carrier shall maintain, at all times, a policy or policies of workers' compensation insurance covering the obligations of the Carrier at the State statutory limit.
- b. Disability. The Carrier shall maintain, at all times, a policy or policies of disability insurance covering the obligations of the Carrier at the State statutory limit.
- c. Bodily Injury and Property Damage. The Carrier shall, at all times, maintain a policy or policies of bodily injury liability and property damage liability insurance in accordance with the applicable State laws and regulations covering the Carrier, the County, and the State, at adequate limits for the protection of all parties and subject to the approval of the County. Adequate coverage must consist of no less than \$5,000,000 combined single limit for bodily injury and property damage (broad form general liability coverage); adequate coverage must also consist of automobile liability coverage of no less than \$5,000,000 combined single limit for bodily injury and property damage per occurrence. The Carrier may comply with this requirement by providing general and automobile liability coverage of \$1,000,000 each, plus umbrella or excess liability coverage of \$4,000,000 or more.
- d. Theft, Fire, and Collision Losses. The Carrier shall maintain, at all times, collision and comprehensive insurance so as to assure recovery of the replacement cost of the Capital Equipment, in the event of theft, damage, or complete loss from fire or collision. The collision insurance must not contain a deductible provision greater than ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00). The Carrier agrees to deliver to the County, the FTA's, the State's, and the County's share of the proceeds of any settlement on theft, fire, and/or collision losses, pro-rated on the basis of each entity's percentage of contribution to the purchase price of the Capital Equipment as these shares are described in the County's Federal Grant Funding Agreement and the County's State Grant Funding Agreement.
- e. Required Clauses. Each policy of insurance must contain clauses to the effect that (i) such insurance will be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it must not be cancelled, including, without limitation, for non-payment of premium,

or materially amended, without fifteen (15) days prior written notice to the County, directed to the County's Risk Management Division and the County's Commissioner of the Planning Department and the County will have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Carrier.

- f. Requirements if Such Insurance Is Not Written on a Per Occurrence Basis. To the extent it is commercially available, each policy of insurance must be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it must be provided on a "claims made" basis, and all such "claims made" policies must provide that:
 - i. Policy retroactive dates coincide with or precede the Carrier's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
 - ii. If the insurance is terminated for any reason and/or for at least three (3) years following the end of the Service Period, the Carrier will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination.
 - iii. Immediate notice must be given to the County's Commissioner of the Planning Department and the County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to this Agreement or the Capital Equipment.

13. Inspections. During the term of this Agreement, the Carrier shall permit and require its subcontractors to permit the County Executive, as the Chief Executive Officer of the County, the State Commissioner, the State Comptroller, the Secretary of the United States Department of Transportation, and Comptroller General of the United States, or their respective authorized representatives, at any time during the normal business hours of the Carrier, to inspect the condition of the Capital Equipment and the operation of the Capital Equipment in Public Transit Service and to inspect all data, records, and accounts maintained by the Carrier that are required pursuant to this Agreement or the Applicable Laws.

14. Advertising on Capital Equipment.

- a. Subject to Section 14(c) of this Agreement, the County permits the Carrier to place advertisements and signage on the Capital Equipment. The Carrier agrees to use reasonable discretion in the selection and approval of advertisements that would appear on the Capital Equipment. Net revenues from advertising appearing on the Capital Equipment shall be accounted for by the Carrier and used to support the operation of transit service in and for the County.
- b. The County, at its sole cost and expense, reserves the right to advertise public service information on the Capital Equipment.

- c. The County reserves the right to reject and require the removal of any paid or unpaid advertisements on the Capital Equipment in its sole and absolute discretion. The Carrier agrees to immediately remove any such rejected advertisement or signage at the direction of the County's County Executive, County's Commissioner of Planning, or the County Transit Coordinator. The Carrier agrees that the County will bear no liability for any expense incurred because of the County's rejection of any such advertisement or signage on the Capital Equipment.
15. **Term of Agreement.** Subject to earlier termination in the manner provided for in Section 8 of this Agreement, the term of this Agreement will be the entire Service Period specified in Appendix B to this Agreement.
16. **Headings for Convenience and Reference Only.** Headings of sections and subsections of this Agreement are inserted for convenience and reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
17. **Sexual Harassment Certification.** Pursuant to the State Finance Law §139-1, by execution of this Agreement, the Carrier and the individual signing this Agreement on behalf of the Carrier certifies, under penalty of perjury, that the Carrier has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy must, at a minimum, meet the requirements of Section 201-g of the State Labor Law. A model policy and training has been created by the State Department of Labor and can be found on its website at:
- <https://www.ny.gov/programs/combating-sexual-harassment-workplace>
- The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:
- <https://www.orangecountygov.com/1137/Human-Resources>
18. **Executory Clause.** The County shall have no liability under this Agreement to the Carrier or anyone else beyond funds appropriated and available for this Agreement.
19. **Independent Contractor.** In accepting the Capital Equipment as a subrecipient of the County under the Transit Funding and on the condition of such Transit Funding that the Capital Equipment only be used by the Carrier to operate Public Transit Service, the Carrier shall operate as, and have the status of, an independent contractor and shall not act as an agent, or be an agent, of the County. In accordance with such status as an independent contractor, the Carrier covenants and agrees that neither it or its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or any department, agency, or unit of the County, by reason of this Agreement, and that it will not, by reason of this Agreement, make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, health coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.

20. **Waiver.** The failure of either Party to insist in any one or more instance upon the strict performance of any one or more of the obligations under this Agreement, or to exercise any election herein contained, will not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same will continue and remain in full force and effect with respect to any subsequent breach or omission.
21. **Amendments.** Any modification of this Agreement must be in writing and executed by the Parties.
22. **Governing Law.** This Agreement is governed by the laws of the State.
23. **Arbitration and Venue.** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the County, but must instead only be heard in the Supreme Court of the State, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior communications, negotiations, arrangements, and agreements, whether oral or written, between the Parties with respect to the subject matter hereof.
25. **Signatures.** A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the County and the Carrier have executed this Agreement by and through their respective authorized representatives effective the day and year first above written.

COUNTY OF ORANGE

CARRIER

BY: _____
 Stefan ("Steven") M. Neuhaus
 County Executive

BY: _____
 NAME:
 TITLE:

ACKNOWLEDGMENTS

STATE OF _____)
)SS:
COUNTY OF _____)

On this ____ day of _____, in the year 20__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the municipal corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the _____, and that he/she signed his/her/ name there to by like order.

Notary Public

STATE OF NEW YORK)
)SS:
COUNTY OF ORANGE)

On this ____ day of _____, in the year 20__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____, N.Y., that he is the _____ of the County of Orange, the municipal corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Orange County Legislature, and that he signed his name to by like order.

Notary Public

APPENDIX A-1

Federal Standard Clauses

APPENDIX A-2

New York State Standard Clauses

APPENDIX A-3

Supplemental Title VI Provisions

APPENDIX B

Identification of the Capital Equipment and Identification of the Service Period

Capital Equipment: The Capital Equipment leased from the County to the Carrier pursuant to Section 4(a) of the Agreement is as follows:

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN#</u>
2023	Ford	E450	1FDFE4FN1NDC43057

Service Period: Subject to Section 8 of the Agreement, the Service Period commences on **5/17/2022** and continues until the end of the useful life of the Capital Equipment. Should one or more vehicles comprising of the Capital Equipment become unsafe or is in an otherwise unusable condition for Public Transit Service before the expiration of the Service Period, the County and the Carrier may amend this Agreement to account for such conditions.

APPENDIX C

Disposition of Equipment

No part of the Capital Equipment will be sold, rendered unusable, or relinquished without the express prior written approval of the County, the FTA, the State Commissioner, and State Comptroller. If any Capital Equipment, or portion of such Capital Equipment, is so sold, other than for their replacement in Public Transit Service with like facilities or equipment, (i) the County's, the FTA's, and the State's share of the proceeds from such sale will be delivered by Carrier to County on a pro-rated basis equal to each entity's percentage contribution to the purchase price of the Capital Equipment as these shares are described in the County's Federal Grant Funding Agreement and the County's State Grant Funding Agreement; and (ii) any disposition of the Capital Equipment must conform with 49 C.F.R 18, which regulations are hereby incorporated into and made a part of this Appendix C to the Agreement.

Warwick Town Clerk

From: Tracy Gregoire <TracyGregoire@outlook.com>
Sent: Tuesday, May 10, 2022 7:50 PM
To: Warwick Town Clerk
Subject: Road Closure Request

RECEIVED

MAY 11 2022

Town of Warwick
CLERK

Hi Eileen,

I'm writing to request that St. Stephens Place be closed for the Warwick Food Truck Festival on Thursday, June 2nd and Thursday, July 7th to help us manage traffic and safety. Is there any other info that you need from me?

Thanks as always!
Tracy

Thanks,
Tracy Gregoire

PS - Please note my new email address. My Yahoo Mail account has a gremlin.

Sent from Outlook

Warwick Town Clerk

From: Rosenthal, Devin <DRosenthal@orangecountygov.com>
Sent: Wednesday, May 18, 2022 8:26 AM
Subject: FW: Announcement: Second of Four Sets of Hazmat Events in 2022 to be Held in Port Jervis - 6/10 for Schools, Municipalities, Businesses, Farms at OCTS #3 & 6/11 for County Residents at Port Jervis H.S. Lower Parking Lot
Attachments: 2022 HHW Event Flyer - PJHS (Port Jervis).pdf; CHESI W-9 2021.pdf; 2022 HHW Event Flyer - PJHS (Port Jervis)-page-001.jpg; 2022 Port Jervis TS CESQG Registration Form.pdf

Good morning all, attached please find the correct 2022 CESQG registration form for our next hazardous waste event for businesses, municipalities and schools. The previous email sent yesterday had the 2020 CESQG form attached. FYI the W-9 for our Hazardous waste vendor is attached for your use with payment.

Let me know of any questions.

Thank you,

Devin Rosenthal
County of Orange
Department of Public Works
Division of Environmental Facilities & Services
Secretary/Administrative Assistant II
2455-2459 Route 17M, PO Box 637
Goshen NY 10924-0637
Phone (845) 291-2664
Fax (845) 291-2665
DRosenthal@orangecountygov.com

From: Rosenthal, Devin
Sent: Tuesday, May 17, 2022 3:21 PM
Subject: Announcement: Second of Four Sets of Hazmat Events in 2022 to be Held in Port Jervis - 6/10 for Schools, Municipalities, Businesses, Farms at OCTS #3 & 6/11 for County Residents at Port Jervis H.S. Lower Parking Lot

Good afternoon all, please see the email below and attached regarding the next Orange County Hazardous Waste Event.

Thank you,

Devin Rosenthal
County of Orange
Department of Public Works
Division of Environmental Facilities & Services
Secretary/Administrative Assistant II
2455-2459 Route 17M, PO Box 637
Goshen NY 10924-0637
Phone (845) 291-2664
Fax (845) 291-2665
DRosenthal@orangecountygov.com

From: Siljkovic, Ermin <ESiljkovic@orangecountygov.com>

Sent: Tuesday, May 17, 2022 2:49 PM

To: Rosenthal, Devin <DRosenthal@orangecountygov.com>

Subject: Announcement: Second of Four Sets of Hazmat Events in 2022 to be Held in Port Jervis - 6/10 for Schools, Municipalities, Businesses, Farms at OCTS #3 & 6/11 for County Residents at Port Jervis H.S. Lower Parking Lot

To Whom It May Concern;

We are pleased to announce the first of four sets of Hazardous Waste Collection Events in 2022 which will take place in the City of Port Jervis on **Friday, June 10** and **Saturday, June 11**. The Friday, June 10 event is for or School Districts, Municipalities, Businesses, and Farms, or otherwise known as Conditionally Exempt Small Quantity Generators (CESQGs). This event will take place at Orange County Transfer Station #3 (aka "Port Jervis Transfer Station") located at 86 Tow Path Road in Port Jervis.

All CESQGs ***MUST*** pre-register for the **Friday, June 10th** event at Orange County Transfer Station #3 (aka "Port Jervis Transfer Station") by **NO LATER THAN C.O.B. FRIDAY, JUNE 3**. If you have acceptable materials (Wet Latex/Water Based Paints are now accepted) and are interested in participating, please complete the attached registration form and email to esiljkovic@orangecountygov.com or send via fax to (845) 291-4570. These forms can also be found on our website at <https://www.orangecountygov.com/449/Household-Hazardous-Waste>.

IMPORTANT INSTRUCTIONS

On your registration, please articulate the QUANTITY of each material you plan on bringing- specifically the number of containers and volume of each container - on the first page, and on the second page please include the AGGREGATE WEIGHT of said materials. NOTE: Unsigned registrations and registrations containing over 220 lbs. of materials will be rejected.

Your registrations will be sent to our vendor, Clean Harbors, who will then provide a quote based on your submission during the week before the event, providing you time to process purchase orders or checks. The vendor's W9 form is also attached for those who may need to add Clean Harbors as a payee in your system.

Also, attached is a PDF & JPEG the flyer for the Saturday event for residents. Registration is not required however commercial quantities of materials will not be accepted. **Please help spread the word!**

Your adherence to the above procedures help make these events possible. We are looking forward to working with you to continue keeping toxic materials out of the environment and recovered, recycled, or disposed of in the best manner possible.

Regards,

Ermin Siljkovic
Recycling Coordinator
Orange County DPW
Division of Environmental
Facilities & Services (EF&S).
2455-2459 Route 17M, P.O. Box 637
Goshen, NY 10924
(845) 291-3246 (Office)
(845) 637-9041 (Cell)
(845) 291-4570 (Fax)
esiljkovic@orangecountygov.com

This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies of the original message. No responsibility is accepted by Orange County Government for any loss or damage arising in any way from receiving this communication.

Orange County Household Hazardous Waste & Operation Safe Scripts Pharmaceutical Collection Events

Saturday, June 11 from 9 AM to 3 PM – RAIN OR SHINE!

**Port Jervis High School – Lower Parking Lot
10 Route 209, Port Jervis, NY**

Sponsored by Orange County DPW Division of EF&S., O.C. Sheriff's Office, PaintCare, and County Executive Steven M. Neuhaus, Co-Sponsored by NYSDEC

Wet Latex, Acrylic, and Water Based Paint

NOW ACCEPTED!



What to Bring

- **Oil and now Wet Latex/Water Based Paints**
- Stains and Varnishes
- Paint Thinners & Strippers
- Wood Preservatives
- Resins, Rosins & Adhesives
- Polishes for Furniture, Floor & Metal
- Cleaners for Rug & Upholstery
- Cleaners for Oven, Toilet Bowl & Drain
- Swimming Pool Chemicals
- Pesticides, Herbicides, Insecticides
(Including Lawn Care Products)
- **Fluorescent Bulbs**
- Spot Removers
- Dry Cleaning Solvents
- Lighter Fluids, Camp size propane tanks
- Septic Tank Degreasers
- Full or Partially Full Aerosol Cans
- Rubber Cement, Airplane Glue
- Photo Chemicals, Chemistry Sets
- Engine Degreasers
- Carburetor Cleaners, Car Waxes
- Kerosene, Gasoline, Gas/Oil Mixes
- Fire Extinguishers
- Mercury Thermostats, Thermometers
- **Pharmaceutical Drugs**
- Rechargeable (Ni-Cd) Batteries
- Auto and Tractor Batteries
- Transmission Fluids, Brake Fluids
- Motor Oil & Antifreeze

What NOT to Bring

- Electronics, Computers, VCR's
- Home Appliances
- Tires of any kind
- BBQ Propane Tanks
- Household Batteries
- **Dried Latex Paint**
- **Smoke Detectors**
- Ammunition
- Fireworks
- Explosives
- **Medical Sharps**
- Radioactive Materials
- Unknown Gases
- Controlled Substances
- Pathological Material

Take to your local
Transfer Station

Bag and throw in Trash

Contact company on back of unit

Call the Police Department

Take back to the hospital

Call (845)

291-2640

<http://www.orangecountygov.com/efs>
esiljkovic@orangecountygov.org

- COVID-19 safety protocols may apply.
- Please load your materials in the rear of your vehicle.
- For your safety, please remain in your vehicle.
- Event staff will unload your materials.
- No smoking on site.
- Valid ID showing Orange County residency

Also accepted at Orange County Transfer Stations 1, 2, & 3.
(Located at: New Hampton, Newburgh, Port Jervis)

Orange County Household Hazardous Waste & Operation Safe Scripts Pharmaceutical Collection Events

Saturday, June 11 from 9 AM to 3 PM – RAIN OR SHINE!

**Port Jervis High School – Lower Parking Lot
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Wet Latex, Acrylic, and Water Based Paint
NOW ACCEPTED!



What to Bring

What NOT to Bring

- Oil and now Wet Latex/Water Based Paints
- Stains and Varnishes
- Paint Thinners & Strippers
- Wood Preservatives
- Resins, Rosins & Adhesives
- Polishes for Furniture, Floor & Metal
- Cleaners for Rug & Upholstery
- Cleaners for Oven, Toilet Bowl & Drain
- Swimming Pool Chemicals
- Pesticides, Herbicides, Insecticides
(Including Lawn Care Products)
- **Fluorescent Bulbs**
- Spot Removers
- Dry Cleaning Solvents
- Lighter Fluids, Camp size propane tanks
- Septic Tank Degreasers
- Full or Partially Full Aerosol Cans
- Rubber Cement, Airplane Glue
- Photo Chemicals, Chemistry Sets
- Engine Degreasers
- Carburetor Cleaners, Car Waxes
- Kerosene, Gasoline, Gas/Oil Mixes
- Fire Extinguishers
- Mercury Thermostats, Thermometers
- **Pharmaceutical Drugs**
- Rechargeable (Ni-Cd) Batteries
- Auto and Tractor Batteries
- Transmission Fluids, Brake Fluids
- Motor Oil & Antifreeze

- Electronics, Computers, VCR's
- Home Appliances
- Tires of any kind
- BBQ Propane Tanks
- Household Batteries
- **Dried Latex Paint**
- **Smoke Detectors**
- Ammunition
- Fireworks
- Explosives
- **Medical Sharps**
- Radioactive Materials
- Unknown Gases
- Controlled Substances
- Pathological Material

*Take to your local
Transfer Station*

Bag and throw in Trash

Contact company on back of unit

Call the Police Department

Take back to the hospital

Call (845)

291-2640

<http://www.orangecountgov.com/efs>

esiljkovic@orangecountygov.org

- COVID-19 safety protocols may apply.
- Please load your materials in the rear of your vehicle.
- For your safety, please remain in your vehicle.
- Event staff will unload your materials.
- No smoking on site.
- Valid ID showing Orange County residency

*Also accepted at Orange County Transfer Stations 1, 2, & 3.
(Located at: New Hampton, Newburgh, Port Jervis)*

Orange County Household Hazardous Waste Collection - Farms, Schools, Government Agencies, Small Businesses, Conditionally Exempt Small Quantity Generator Registration

Complete entire form (both pages) and return to: OC DPW, Div. of EF&S, P.O. Box 637 Goshen NY 10924 or fax to 291-4570

For further information: CALL 845- 291-3246 or go to: www.orangecountygov.com/efs

FRIDAY, June 10, 2022:
Orange County Transfer Station #3
86 Tow Path Road, Port Jervis NY 12771
No Registrations taken after: Friday, June 3, 2022
 Cost is according to fee schedule established by vendor – drop off time to be scheduled

*Sponsored by Orange County DPW Division of Environmental Facilities and Services, County Executive, Steven M. Neuhaus
 Co-Sponsored by New York State Department of Environmental Conservation*

SIGNATURE (required): _____

Name: _____ email: _____

Company: _____

Address: _____ Phone: _____

Are you a (check one): Farmer School Governmental Agency Small Business

**CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS MAY TRANSPORT A
 MAXIMUM OF 220 lbs. OF HAZARDOUS WASTE TO THIS EVENT BASED ON NYS DEC REGULATIONS**

<u>Quantity (volume/ # of containers)</u>	<u>Quantity (volume/ # of containers)</u>	<u>Quantity (volume/ # of containers)</u>
Pesticides/Herbicides Dry: _____ Liquid: _____ Aerosol Cans: _____	Automotive Products/Gas/Oil Dry: _____ Liquid: _____	Varnishes/Shellacs/Stains: _____ Solvents/Thinners: _____ Aerosol Cans: _____
Corrosives/Cleaners Dry: _____ Liquid: _____ Aerosol Cans: _____	Rubber Cement: _____ Roofing Tar: _____	Photographic Chemicals: Dry: _____ Liquid: _____
Pool Chemicals Dry: _____ Liquid: _____	Driveway Sealer: _____ Creosote: _____	Dry Wall Compound: _____ Mercury: _____
Paint: Oil, Acrylic, Latex Liquid: _____ Aerosol Cans: _____ Dry: _____	Inks: _____ Adhesives: _____ Other: _____	Dental Amalgam: _____ Fluor. bulbs (type/amt/ft.): _____

CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR CERTIFICATION

I hereby certify that I am a generator of hazardous waste within the State of New York and that because of the small volume of hazardous waste generated and/or stored, I qualify for conditionally exempt small quantity generator status.

I understand that in order for conditionally exempt small quantity generator status, I must meet all three of the following conditions:

1. Generate less than 1 kg/month (2.2 pounds) of acute hazardous waste (as defined by 6 NYCRR Part 371), and never store more than this amount on site at any time; and
2. Generate less than 100 kg/month (220 pounds) of all other hazardous waste (as defined by 6 NYCRR Part 371), and never store more than 1000 kg/month on site at any time.
3. Self-transport a maximum of 220 lbs of hazardous waste at one time.

Only if I am a farmer, I realize that I may store up to 1000 kg. (2200 pounds) of non-acute hazardous waste pesticides on my farm without losing my conditionally exempt status, provided that these wastes are brought to a household hazardous waste collection program.

I further understand that if, in the future, I exceed the quantity limitations described above, I will become subject to additional regulation as a hazardous waste generator and will no longer be eligible to participate in this type of collection program.

I certify that I have the authority to make these statements on behalf of my farm or business. Also, I, the undersigned, do hereby certify that the items brought for collection came from my farm or business located in Orange County.

Signed: _____ Title: _____

Name (print): _____

Company Name: _____

Address: _____

Email: _____

Organization Type: _____

WASTE (S) BROUGHT TO THIS PROGRAM:

Type of waste: _____

Quantity in lbs.: _____

Type of waste: _____

Quantity in lbs.: _____

Type of waste: _____

Quantity in lbs.: _____

ADDITIONAL WASTE (S) STORED ON SITE:

Type of waste: _____

Quantity in lbs.: _____

Type of waste: _____

Quantity in lbs.: _____

Type of waste: _____

Quantity in lbs.: _____



Orange and Rockland Utilities, Inc.
One Blue Hill Plaza
Pearl River NY 10965
www.oru.com

May 11, 2022

RECEIVED

MAY 13 2022

Town of Warwick
Town Clerk

Eileen Astorino, Town Clerk
Town of Warwick
132 Kings Highway
Warwick, NY 10990

Dear Public Official:

Orange & Rockland has been delivering natural gas service to its customers reliably and efficiently for over 75 years through an extensive underground network of transmission, distribution and service pipes that is virtually unparalleled as a safe and secure method of transporting energy.

Through 1,881 miles of pipeline, O&R serves more than 140,000 natural gas customers in New York. We work closely with government regulators and industry organizations to make sure that we operate our pipeline system as safely and as responsibly as possible according to federal, state and local regulations.

I am writing to you today as part of our overall public awareness efforts, and as required by the Pipeline Safety Improvement Act of 2002 and the resulting amendments to the Code of Federal Regulations enacted in 2005. I have enclosed a brochure that provides an overview on our natural gas safety program and a guide for recognizing and responding to pipeline emergencies.

You should know that the greatest risk to underground natural gas pipelines is accidental damage during excavation work. That's why we frequently remind everyone from contractors to landscapers to highway departments to weekend gardeners to contact UDig NY so that the location of all underground utilities can be marked before excavation begins to prevent injury and damage. It's a simple call to 811, two to 10 days prior to ANY digging activities. Should you smell gas or suspect a gas leak, call our Gas Emergency Hotline at **1-800-533-5325**.

It is also important to note that while most of our underground pipelines run along a public street, some may also pass through backyards and open fields. The building of swimming pools, fences and other encroachments upon these pipeline rights-of-way can inhibit our ability to respond to emergencies on the pipeline, eliminate third-party damage, provide surveillance, perform routine maintenance, and perform required federal and state inspections. For everyone's safety, rights-of-way locations must be respected.

We would greatly appreciate your assistance in sharing this information with department supervisors and other key personnel. If you have any comments or questions about our

Our Commitment to Safety

Safety is the natural gas industry's top priority. Nationwide, more than two million miles of pipelines and mains deliver natural gas safely, reliably, and efficiently every day for use by residential, commercial and industrial customers.

The industry spends more than \$6 billion each year to maintain the gas system's excellent safety record. We will continue to invest in programs that allow for the safe and secure delivery of natural gas, and to work closely with industry and government on a variety of important measures, including:

- Coordination with local One Call Centers
- Visual inspection programs
- Design and construction techniques
- System maintenance, replacement and upgrades
- Workforce training
- Industry safety practices and government oversight
- Pipeline markers and facility mapping
- Public education programs

We also work with emergency responders and state and local agencies to prevent and prepare for emergencies through training and periodic drills. Emergency plans and procedures are periodically updated and made available to federal and state authorities.

Si desea recibir una copia de esta guía en español, llámenos al teléfono gratuito 1-877-434-4100 de lunes a viernes, de 8:00 a.m. a 7:00 p.m.

Helpful Resources

Orange & Rockland
1-877-434-4100

Gas Emergency: 1-800-533-LEAK (5325)

Read about our Transmission Pipeline Integrity Management Plan
oru.com/gasintegrity

This safety information is provided in partnership with the Northeast Gas Association.

National "Call Before You Dig" Organization
call811.com

National Pipeline Mapping System
npms.phmsa.dot.gov


Common Ground Alliance
commongroundalliance.com

National Association of State Fire Marshals
firemarshals.org

Northeast Gas Association
northeastgas.org


American Gas Association
aga.org

Pipeline and Hazardous Materials Safety Administration
primis.phmsa.dot.gov/comm/generalpublic.htm

 Join us on Facebook
facebook.com/ORUCConnect

 Follow us on Twitter
twitter.com/ORUCConnect

 Follow us on LinkedIn
linkedin.com/company/oruconnect

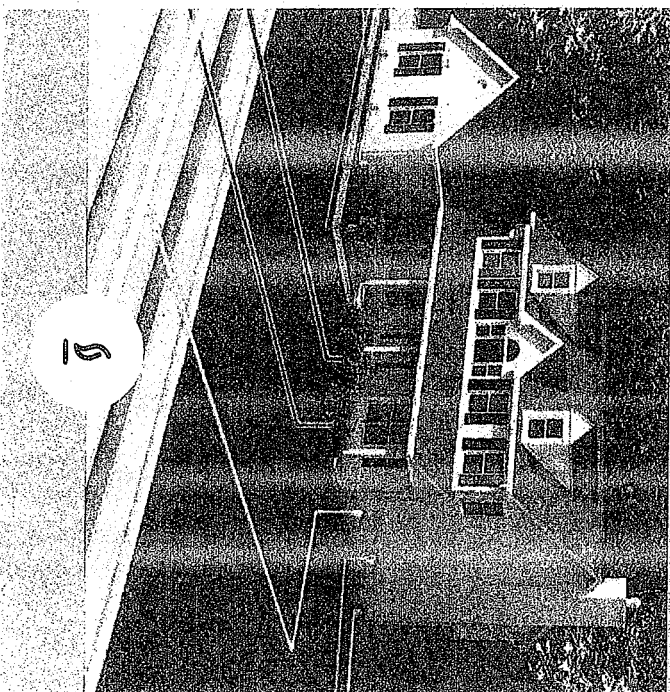
 Follow us on Instagram
instagram.com/oruconnect



2015-09-12 2:05:01 Gas Pipeline

 Orange & Rockland

Important
Natural Gas
Safety Information



Warwick Town Clerk

From: Neal Trivedi <nealsla@dtlawny.com>
Sent: Friday, May 13, 2022 9:07 AM
To: Secretary SLA
Cc: Warwick Town Clerk; michael@gastromarket.com
Subject: Re: 500 foot hearing #2230123 / FED OF WARWICK LTD, THE
Attachments: 500 foot questionnaire.pdf

Hello,

Please see the attached.

Best,

Amreen

Thank you very much

Nehal "Neal" Trivedi Esq
Attorney at Law
TRIVEDI LAW GROUP P.C.
400 Jericho Turnpike Suite 318
Jericho NY 11753
Tel 516 470 1379 ext. 2
Fax 516 470 1382
Cell 516 581 8456
Email nealsla@dtlawny.com

WE ARE A BUSINESS LAW FIRM. WE SPECIALIZE IN COMMERCIAL CLOSINGS, INCLUDING SALE PURCHASE OF COMMERCIAL PROPERTIES, MOTELS, FRANCHISES SUCH AS DUNKIN DONUTS, 7-ELEVENS, SUBWAYS, GASOLINE STATIONS, RESTAURANTS, SUPERMARKETS. WE HANDLE BEER & LIQUOR LICENSES, CIGARETTE & LOTTO LICENSES, FOOD PROCESSING LICENSE, CORPORATE FILINGS, FEDERAL ID, CERTIFICATE OF AUTHORITY, CORPORATE BUSINESS PLANS and MUCH MORE. PLEASE CALL US.

This e-mail and any attachments may contain confidential and privileged information. If you are not the intended recipient, delete this e-mail and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal.

From: abc.sm.licensing.clerical <licensing.clerical@sla.ny.gov>
Sent: Monday, May 2, 2022 9:46 AM
To: clerk@townofwarwick.org <clerk@townofwarwick.org>; Neal Trivedi <nealsla@dtlawny.com>; michael@gastromarket.com <michael@gastromarket.com>
Subject: 500 foot hearing #2230123 / FED OF WARWICK LTD, THE

Hello,

According to the Authority's records, your application is subject to the 500 Foot Law. As a result, the application cannot be approved unless the Authority finds that issuing the license is in the public interest. The 500 Foot Law requires that, before a determination is made, the Authority consult with the municipality or community board where the premises to be licensed is located and conduct a hearing.

Attached is a hearing notice and a Public Interest Questionnaire. A hard copy of the hearing notice was also sent to the municipality or community board (if applicable). Applicants must complete and return the attached Public Interest Questionnaire to

[../..../..../TDONOHUE/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/2A3EJ79L/Secretarys.office@sla.ny.gov]Secretarys.office@sla.ny.gov within 15 days of this notice.

Thank you.

Lifen B

New York State Liquor Authority

Alfred E. Smith Office Building, Suite 900

80 South Swan Street, Albany, NY 12210-8002

(518) 474-3114 | licensing.clerical@sla.ny.gov

RECEIVED

MAY 13 2022

Town of Warwick
Town Clerk



State Liquor
Authority

KATHY HOCHUL
Governor

LILY M. FAN
Commissioner

VINCENT G. BRADLEY
Chairman

GREELEY FORD
Commissioner

PUBLIC INTEREST QUESTIONNAIRE
(FOR APPLICATIONS SUBJECT TO THE 500 FOOT LAW)
(revised 12/31/21)

Applicant's Name: The Fed of Warwick LTD

Applicant's DBA/trade name: " "

Applicant's Serial Number: #2230123

Address of Applicant's Premises

Street Number & Name: 30 Main Street

City: Warwick

Zip Code: 10990

PLEASE READ THE FOLLOWING CAREFULLY BEFORE COMPLETING THE QUESTIONNAIRE.

- This questionnaire must be submitted. Do not use any version other than the 12/31/21 revised form. No other document that an applicant submits will be accepted as a substitute. If needed, the applicant can attach supplemental pages to the questionnaire. Additional pages should be signed and dated by the person submitting the questionnaire.
- The information provided in this questionnaire must be consistent with the information provided in the application. If upon review the Authority determines that the applicant submitted conflicting or contrary information, the application will be subject to disapproval or, if the license has already been issued, the licensee will be subject to disciplinary action.
- The information provided in this questionnaire, as well as the information provided in the application, must also be consistent with the information provided in the notice that must be sent to the municipality 30 days before the application is filed. If the information sent to the municipality differs in any way from what was provided by the applicant, the applicant must identify those differences when completing this questionnaire.
- The Administrative Law Judge assigned to the application will not have a copy of the application as part of the record. The Administrative Law Judge will only have the material received by the deadline for submissions. Applicants should, therefore, answer the questionnaire as completely and thoroughly as possible.

Questions

General location of proposed licensed premises

1. In what city, town or village is the proposed licensed premises located? (For the City of New York, please identify the Community Board)

City/ Town/ Village/ Community Board:

Town of Warwick

County:

Orange

2. How many establishments with On-Premises Liquor licenses are located within a 500- foot radius of the proposed licensed premises?

11

3. Of those establishments, how many can best be described as:

Restaurant?

10

Tavern/bar?

1

Hotel?

0

Catering hall?

0

Nightclub?

0

Adult entertainment venue?

0

Other?

0

4. The area surrounding the proposed licensed premises is best described as (check only one):

Residential?

Commercial?

 ✓

Mixed residential/commercial

Description of proposed licensed premises and method of operation

5. What type of business (restaurant, tavern/bar, nightclub, catering hall, etc.) will the applicant be operating?

restaurant - Hellenic Greek inspired restaurant

6. In what type of building (single occupant, multi-unit, mixed-use, etc.) will the proposed licensed premises be located and how many floors does the building have?

Single occupant

This report is for informational purposes only in aid of identifying establishments potentially subject to 500 and 200 foot rules. Distances are approximated using industry standard GIS techniques and do not reflect actual distances between points of entry. The NYS Liquor Authority makes no representation as to the accuracy of the information and disclaims any liability for errors.

Proximity Report For:	
Location	30 Main St, Warwick, New York, 10990
Geocode	Latitude: 41.25673 Longitude: -74.35965
Report Generated On	5/6/2022

3 Closest Liquor Stores		
Name	Address	Distance
B AND B FINE WINE & LIQUORS INC Ser #: 1174142	3113 ALBANY POST RD CATHERINE ST & ROCK LEDGE AVE BUCHANAN, NY 10511	22.16 mi
DYLAN'S WINE CELLAR INC Ser #: 1244697	50 HUDSON AVENUE PEEKSKILL, NY 10566	22.47 mi
CENTRAL PARK LIQUOR STORE CORPORATION Ser #: 1277630	1013 PARK ST PEEKSKILL, NY 10566	23.03 mi
T J C LIQUOR SPIRITS INC Ser #: 1227484	212 N DIVISION ST FROST CT & PAULDING ST PEEKSKILL, NY 10566	23.07 mi
EXCEPTIONAL WINES & LIQUORS INC Ser #: 1255679	1099 N DIVISION ST BLDG B5 PEEKSKILL, NY 10566	23.54 mi
ROW13WINES INC Ser #: 1273528	2017 ALBANY POST RD CROTON ON HUDSON, NY 10520	23.57 mi
WGM ENTERPRISES INC Ser #: 1238547	52 MAPLE STREET CROTON ON HUDSON, NY 10520	24.98 mi
OLD POST ROAD LIQUORS INC Ser #: 1051019	3 OLD POST ROAD SOUTH CROTON ON HUDSON, NY 10520	25.00 mi

Schools within 500 feet		
Name	Address	Distance
No Schools within 500 feet		

Churches within 500 feet	
Name	Distance
No Churches within 500 feet	

Pending On Premises Liquor Licenses within 750 feet		
Name	Address	Distance
FED OF WARWICK LTD, THE Ser #: 2230123	30 MAIN ST WARWICK, NY 10990	0 ft
SIMONE-CCR INC Ser #: 2230527	10 RAILROAD AVE WARWICK, NY 10990	315 ft

Active On Premises Liquor Licenses within 750 feet		
Name	Address	Distance
EDDIEBOYZ FOODS LLC Ser #: 2163544	18 MAIN STREET WARWICK, NY 10990	54 ft
HIGH POINT WARWICK INC Ser #: 2193673	17 MAIN ST SUITE 301 WARWICK, NY 10990	69 ft
YESTERDAYS INC Ser #: 2008538	29 MAIN STREET WARWICK, NY 10990	81 ft
DYK RESTAURANT LLC Ser #: 2142254	32 34 MAIN ST BANK ST & WELLING PL WARWICK, NY 10990	110 ft
RISTORANTE GRAPPA INC Ser #: 2194039	22B RAILROAD AVE WARWICK, NY 10990	219 ft
AJ WARWICK INC Ser #: 2179107	48 MAIN ST WARWICK, NY 10990	299 ft
FDI RESTAURANT GROUP LLC Ser #: 2221059	14 RAILROAD AVE WARWICK, NY 10990	305 ft
O'CONNELKE RESTAURANT LLC Ser #: 2159342	10 RAILROAD AVENUE SOUTH STREET & OAKLAND AVENUE WARWICK, NY 10990	318 ft
FANNIES FARM TO TABLE CAFE LLC Ser #: 2205368	28 RAILROAD AVE SUITE 1A WARWICK, NY 10990	334 ft
JOHN SEAN AND ROBERT INC Ser #: 2129814	4 SPRING ST AKA 22 WEST ST WARWICK, NY 10990	433 ft
ANDI-ANA-ARBER LTD Ser #: 2224598	22 SPRING ST WARWICK, NY 10990	452 ft

Public Interest Questionnaire

Serial #: 2230123

Page 3 of 7

7. Are there residents living above, below, or adjacent to the proposed licensed premises? If so, have they been contacted by the applicant, and is the applicant aware of whether they support or oppose this application?
N/A
8. How many floors will the proposed licensed premises occupy?
two & basement
9. What is the maximum occupancy of the proposed licensed premises (interior space only)?
less than 100
10. How large (in square feet) is the proposed licensed premises (interior space only)?
~3,500
11. How many tables (for patrons) will be in the proposed licensed premises (interior space only)?
20
12. How many seats (total) will be at the tables (interior space only)?
57
13. How many customer bars will be in the proposed licensed premises (interior space only)?
1
14. How many seats will be at the customer bars (interior space only)?
18
15. Will the proposed licensed premises have a full restaurant menu or a limited tavern menu?
Full Menu
16. Will the applicant have security and, if so, how many security personnel will be used?
No - Not that type of Establishment

17. Will the applicant have recorded (background, no DJs or Juke Box) music?
background - customers will be able to have a conversation
18. Will the applicant have live music?
No
19. Will the applicant have DJs?
No
20. Will the applicant have a Juke Box?
No
21. Will the applicant have karaoke?
No
22. If the applicant will have music, how will it control the noise volume?
Managers will have access to volume / it will be background only
23. Will the applicant allow patron dancing?
No
24. Will the applicant have employee/staff dancing and, if there is dancing will it include topless or exotic dancing (such as pole or lap dancing)?
No
25. Will the applicant use the services of a promoter?
No
26. Will the applicant rent out part, or all, of the premises for private events (Not applicable to catering establishments)? If so, how many times a year will the premises be rented out?
No but possible

Public Interest Questionnaire

Serial #: 2230123

Page 5 of 7

27. Does the applicant have an agreement in place with its municipality regarding the operation of the proposed licensed premises? If so, a copy of the agreement must be provided with this questionnaire.

No.

28. If there is no agreement in place, has the applicant met with the municipality and is the applicant aware of the municipality's position regarding this application?

No agreement. Applicant met community in regard to change of use and community accept the change to operate

29. What are the applicant's hours of operation?

to start next then Fr. 4PM to 10PM - Sat - Sun 12PM to 10PM Permit

30. Will the applicant be using any outside areas (including but not limited to sidewalk cafes, patios, decks, yards, etc.)? If so, please describe, including where the area is and the square footage, number of tables/ seats/ customer bars, hours of operation for outside service, etc.

N/A - No

31. Does the applicant intend to operate with any doors or windows kept open? If so, please describe and indicate the hours that the doors or windows will be kept open.

No

32. Is the applicant currently operating under a temporary retail permit?

No

33. Other than the liquor license, are there any required government approvals, permits, etc., that have not yet been obtained by the applicant to operate the proposed licensed premises?

Yes but all obtainable and in process - Health Dept.

34. Was the proposed licensed premises licensed in the past? If so, please identify the prior licensee and disclose any adverse disciplinary history, if known.

No

35. Is the proposed licensed premises currently licensed? If so, please identify the current licensee and disclose any adverse disciplinary history, if known.

No

Public Interest Questionnaire

Serial #: 2230123

Page 6 of 7

36. If the proposed licensed premises was, or is currently licensed, briefly describe the prior licensee's method of operation, if known.

N/A

37. If the proposed licensed premises has an adverse, disciplinary history, what actions will the applicant take to prevent future violations?

N/A

38. Is the applicant currently operating at the proposed licensed premises without alcoholic beverage sales?

No

39. Does the applicant have parking available for its patrons? Please describe the type of parking, if any.

Public Parking Lot + Street Parking

Information concerning the applicant

40. Has the applicant, or any of its principals, or proposed managers, ever held, or currently hold, a license to sell alcoholic beverages? If so, please identify those licenses.

Yes, Gastronomarket LTD 315 10th Ave, NY, NY 10001

41. Has the applicant, or any of its principals, or proposed managers, ever had a license cancelled or revoked by the Authority?

No

42. Does the applicant, or any of its principals, or proposed managers, have any other adverse disciplinary history with the Authority?

No

43. Does the applicant, or any of its principals, or proposed managers, have any other experience operating, supervising or working at a business licensed to sell alcoholic beverages? If so, please explain.

Decades of experience - license holder for over a decade.

Additional information regarding Public Interest

44. Please explain the impact that the proposed licensed premises will have on vehicle and pedestrian traffic in the area.

Minimal - Property was previously a Chase Bank.
As a Restaurant the traffic will be less.

45. Please explain the impact that the proposed licensed premises will have on the noise level in the area.

None - This will be an upscale casual dining
Experience for the Neighborhood

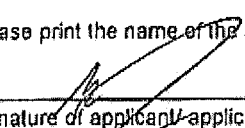
46. Are there any other reasons to support a finding that issuing this license is in the public interest? Please be as specific as possible.

This Historic Building is in the center of
town. It was a bank but can not be used any longer.
Property is currently an empty store. Not good for
the towns Eco System. We are in the process
of Revitalizing it and creating a vibrant
store front that will be enjoyed by the Tens of Thousands
of Residents. Tasteful addition to the town.

The applicant acknowledges that the Authority will rely on the representations made in this questionnaire. By signing and submitting this questionnaire, the applicant acknowledges that any false statement or misrepresentation herein will constitute cause for the disapproval of the application or disciplinary action against the applicant's license if the application is approved, including the possibility of revocation or cancellation of the license.

The menu will be
hellenic
inspired
menu, which
not available
in the area.

Please print the name of the applicant/ applicant's principal signing this questionnaire:


Signature of applicant/ applicant's principal

5/4/22
Date

Nenal Trivedi
Please print the name of applicant's attorney/representative, if any


Signature of applicant's attorney/representative

5/6/22
Date

K

Warwick Town Clerk

From: Marcy Gianattasio <mgianattasio@vernontwp.com>
Sent: Wednesday, May 11, 2022 9:58 AM
To: Hardyston Clerk; Sussex Borough; Hamburg Borough; Wantage Clerk; Warwick Town Clerk; Scplanning@Sussex.nj.us
Subject: Ordinance 22-11
Attachments: 22-11 Ordinance re Revising Uses and Prohibiting Farmland Assessments (05-04-2022 DRAFT) v2.docx

Good Morning,

The attached ordinance #22-11 was introduced at the Vernon Township Council meeting of May 9, 2022 and will be on the agenda for public hearing on June 13, 2022 meeting.

ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING SECTION 330-160 ENTITLED "SCHEDULE OF PERMITTED, CONDITIONAL AND ACCESSORY USES AND STRUCTURES" TO PROHIBIT FARMLAND ASSESSMENTS ON PROPERITES WHERE LEGAL CANNABIS IS CULTIVATED

Best,

Marcy Gianattasio, RMC CMR
Vernon Township Municipal Clerk
21 Church Street
Vernon, NJ 07462
973-764-4055 Ext. 2238
973-764-6393 (fax)
mgianattasio@vernontwp.com

RECEIVED
MAY 11 2022
Town of Warwick
Town Clerk

TOWNSHIP OF VERNON

ORDINANCE #22-11

ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING SECTION 330-160 ENTITLED "SCHEDULE OF PERMITTED, CONDITIONAL AND ACCESSORY USES AND STRUCTURES" TO PROHIBIT FARMLAND ASSESSMENTS ON PROPERTIES WHERE LEGAL CANNABIS IS CULTIVATED.

WHEREAS, on July 26, 2021, the Township Council of the Township of Vernon ("Township Council") passed ordinance No. 21-16 which authorized cannabis cultivation, cannabis delivery, cannabis manufacturing, cannabis wholesaling, and cannabis distribution in the Township of Vernon ("Township")

WHEREAS, on September 13, 2021, the Township Council passed ordinance No. 21-25 to permit retail sales of legalized cannabis.

~~**WHEREAS**, upon further review, a determination has been made that there is a need to update the Township's legal cannabis regulations to comply with current requirements prohibiting farmland assessments on property where legal cannabis is cultivated.~~

NOW, THEREFORE, BE IT ORDAINED by the Council of the Township of Vernon, County of Sussex, and State of New Jersey, as follows:

SECTION 1

§ 330-160 "Schedule of Permitted, Conditional and Accessory Uses and Structures" and "SCHEDULE A Permitted, Conditional and Accessory Uses and Structures" shall be amended and revised as follows:

No more than three of each of the following uses shall be permitted in the Light Industrial Zone: ~~Cannabis Cultivator~~, Cannabis Delivery, Cannabis Manufacturer, Cannabis Wholesaler, and Cannabis Distributor. An unlimited number of Cannabis Cultivators shall be permitted in the light industrial zone. Additionally, ~~no more than two Cannabis Cultivators shall also be permitted in the McAfee Village Mixed Use Zone, and in the R-2 Zone for any farmland assessed property on the northbound side of County Road 517~~ and on R-2 Zone properties with a minimum of 6 acres located west of County Road 517, and on R-1 Zone properties with a minimum of 6 acres located on the northbound side of County Road 517.

SECTION 2

Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity of constitutionality of any other sections or parts thereof.

SECTION 3

Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed as to their inconsistencies only.

SECTION 4

This Ordinance shall take effect upon final passage and publication as provided by law, however subsequent to the first reading, this ordinance must be referred to the Township Land Use Board for review, which shall be based on whether the ordinance is substantially consistent with the Master Plan. The Land Use Board has a period of thirty-five (35) days after referral to report on the proposed ordinance. The Township Clerk is further directed to give notice at least ten (10) calendar days prior to the hearing on the adoption of this Ordinance to the County Planning Board and to all others entitled pursuant to the provisions of N.J.S.A. 40:55D-15. Upon the adoption of this Ordinance, after public hearing, the Township Clerk is further directed to publish notice of the passage and to file a copy of this Ordinance, as finally adopted, with the Sussex County Planning Board, as required by N.J.S.A. 40:55D-16.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on May 9, 2022 and the same came up for final passage and was adopted at the Regular Meeting of the Township Council held on June 13, 2022 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk

Howard Burrell, Mayor

Township of Vernon

INTRODUCED: May 9, 2022

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.				X		
Furrey, M.	X		X			
Lynch, B.		X	X			
Shortway, H.			X			
Rizzuto, P.				X		

ADOPTED:

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
Furrey, M.						
Lynch, B.						
Shortway, H.						
Rizzuto, P.						

Warwick Town Clerk

From: Deborah Young <dyoungesq@gmail.com>
Sent: Monday, May 16, 2022 5:48 PM
To: Michael Sweeton; kevinshuback@gmail.com
Cc: The Volunteers; Warwick Town Clerk
Subject: Cascade Lake Park - Follow up Status report and requests

RECEIVED

MAY 17 2022

Town of Warwick
Town Clerk

Gentlemen:

OUR PROGRESS:

Friends of Cascade Lake, Inc. (FOCL), with the assistance of DPW, continues to make progress with trail repairs. A land bridge from the eroded shoreline to the existing concrete dock area was built so that children and fisher people no longer have to use rotting pallets or other makeshift foot holds to cross the mud onto this popular, heavily used spot. FOCL also mowed a path through the grass to help park users avoid the need to walk through long grass now that the growing season is upon us.

The largest section of eroded trail on the hill by the dam has been backfilled and now presents far less of a fall risk. This is a section where FOCL members have witnessed numerous children and older adults injure themselves. The remainder of the large "road" continues to be improved with DPW's heavy rock work and our creation of a wood chipped, pedestrian path along one side of the "road" so pedestrians can avoid the areas that continue to suffer damage caused by illegal, motor vehicle usage.

FOCL has supplied a bucket and pick-up tool for park users to easily assist with litter collection. We have seen it in use! As the bears are active again, we appreciate that other park users are helping to collect the bear's messes.

The new bench being donated by Walden Savings Bank has arrived at the bank. Stay tuned for proposed installation dates and news coverage requests.

Trail blazing paint, brushes and templates have been acquired and will be in use in the near future.

Additionally, we continue to collect donations and are beginning to pursue larger donors and grants. We will update you in more detail as this progresses.

OUR REQUESTS:

- 1) We would like a specific date by which the town's camera will be installed at the park. At the workshop session, Supervisor Sweeton asked us to wait until it was warmer weather. I believe that warm weather has now arrived.
- 2) We await further response on our request for a dock, similar to those at Wickham Woodlands, to be installed to serve the kayakers and canoeists who use Cascade Lake Park. The last update we received from Supervisor Sweeton was that the Board was in favor of our request but installation logistics needed to be worked out. Please let us know what the Town needs FOCL to do to keep this project moving forward.
- 3) We also were expecting some follow up regarding assistance from the Town in delineating the boundaries of the Town's parkland. This would enable FOCL volunteers to start adding signs notifying illegal motor vehicle drivers that they were in a public park and in violation of the law by riding in the park. As was noted during our discussion, one small sign at the parking lot is insufficient protection of our largest natural resource area.

I look forward to hearing what progress the Town has made with respect to these three requests.

Most sincerely,
Debi Young, President

--

Deborah A. Young, Attorney at Law
Licensed in NY-NJ-Federal D.NJ
3 Forester Ave., Suite 302
Warwick, NY 10990
845-986-5036
dyoungesq@gmail.com
www.deborahayoungesq.com

X

Warwick Town Clerk

From: Deidre Ellis (ClerksOffice2@WestMilford.org) <ClerksOffice2@westmilford.org>
Sent: Thursday, May 19, 2022 9:42 AM
To: bsmith@bloomingdalenj.net; clerk@butlerborough.com; jbakalarczyk@hardyston.com; clerk@villageofgreenwoodlake.org; mreilly@jeffersontownship.net; kiuele@kinnelonboro.org; cclipperton@rockawaytownship.org; clerk@ringwoodnj.net; townclerk@vernontwp.com; Warwick Town Clerk; mlysicatos@passaiccountynj.org; dimhof@passaiccountynj.org; pcpb@passaiccountynj.org; jasonmi@passaiccountynj.org; Pamela Jordan (PlanningBoard@WestMilford.org); Pamela Jordan (ZBOA@WestMilford.org)
Cc: Diane Curcio (ClerksOffice@WestMilford.org)
Subject: West Milford Township Ordinance 2022-023 Adopted; Ordinance 2022-028 Introduced;
Attachments: 2022-023-AmendChap500-191-Definition-Park.pdf; 2022-028-AmendChap500-66-AccessoryStructuresFrontYard-Revised Tim.pdf

May 19, 2022

TO: Borough of Bloomingdale
Borough of Butler
Borough of Kinnelon
Borough of Ringwood
Passaic County Clerk
Passaic County Planning Board
Township of Hardyston
Township of Jefferson
Township of Rockaway
Township of Vernon
Town of Warwick
Township of West Milford Planning Board
Village of Greenwood Lake

RECEIVED

MAY 20 2022

Town of Warwick
Town Clerk

Re: Ordinance 2022-023 ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC, STATE OF NEW JERSEY AMENDING CHAPTER 500 "ZONING" OF THE REVISED GENERAL ORDINANCES TO UPDATE SECTION 500-191 "DEFINITIONS"

Ordinance 2022-028 ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC, STATE OF NEW JERSEY AMENDING CHAPTER 500 ZONING OF THE REVISED GENERAL ORDINANCES O THE TOWNSHIP AMENDING SECTION 500-66.F ACCESSORY BUILDINGS TO PERMIT ACCESSORY BUILDINGS IN CERTAIN LOCATIONS

Dear Sir/Madam:

Please take notice that the above Ordinance 2022-023 was adopted at a Regular Meeting of the Mayor and Governing Body of the Township of West Milford held on May 18, 2022.

Enclosed herewith is a copy of Ordinance 2022-023 as referenced above. Ordinance 2022-028 was introduced and a copy is attached.

Deidre Ellis

Deidre Ellis
Clerk's Office
973-728-2714

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RECEIVED
MAY 20 2022
Town of Warwick
Town Clerk

Township of West Milford
Passaic County, New Jersey

~ Ordinance 2022 - 023 ~

ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC, STATE OF NEW JERSEY AMENDING CHAPTER 500 "ZONING" OF THE REVISED GENERAL ORDINANCES TO UPDATE SECTION 500-191 "DEFINITIONS"

WHEREAS in 2021 the Township of West Milford adopted an ordinance allowing for cannabis business licenses within the township and setting forth distances between any cannabis business and parks, schools and other cannabis businesses; and

WHEREAS the Governing Body wishes to update the ordinance to minimize confusion and better define parks, park areas or municipal grounds as park areas.

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Council of the Township of West Milford, County of Passaic, State of New Jersey as follows that the following "Definition" section be amended to add "Park".

SECTION 1. Article XVII Cannabis Cultivation, Manufacturing, Wholesale, Distribution, Retail and Delivery

§ 500 -191, Definitions

As used in this article, the following terms shall have the meanings indicated:

This section is hereby amended to add the following:

PARK

Areas larger than one acre used for active recreation that are owned and managed by a government entity and that have improvements such as athletic fields, playground equipment and/or pavilions.

SECTION 2. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other section or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

SECTION 3. All ordinances of the Township of West Milford which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 5. This ordinance shall take effect immediately upon final passage, approval and publication as required by law.

SECTION 6. This Ordinance may be renumbered for codification purposes.

Introduced: April 20, 2022
Adopted: May 18, 2022
Effective Date: June 7, 2022

TOWNSHIP OF WEST MILFORD
COUNTY OF PASSAIC
STATE OF NEW JERSEY

ATTEST:

William Senande, Township Clerk

By: _____
Michele Dale, Mayor

Township of West Milford
Passaic County, New Jersey

~ Ordinance 2022 - 028 ~

ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC, STATE OF NEW JERSEY AMENDING CHAPTER 500 ZONING OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP AMENDING SECTION 500-66.F ACCESSORY BUILDINGS TO PERMIT ACCESSORY BUILDINGS IN CERTAIN LOCATIONS

WHEREAS, the Mayor and Township Council determined that regulations regarding permitted locations of accessory structures was unclear in the Zoning Ordinance; and

WHEREAS, the Mayor and Township Council wish to clarify the ordinance provisions for accessory structures; and

WHEREAS, the Mayor and Township Council have determined that clarifying the ordinance would be beneficial to the general welfare of the community; and

NOW THEREFORE, BE IT ORDAINED, by the Township Council of the Township of West Milford, in the County of Passaic, and State of New Jersey as follows:

SECTION 1. Chapter 500 "Zoning" Section 500-66 Accessory buildings is amended to read as follows:

§ 500-66 Accessory buildings.

F. Location. An accessory building may be erected anywhere on a lot within the principal building setbacks and in side or rear yard areas when meeting the accessory structure side or rear yard setbacks as prescribed herein. Except that, if erected on a lot with two or more street frontages, the accessory building shall be set back from any secondary street to comply with the setback line applying to the principal building for side yards. The secondary street shall be any street that the building does not front on or face with a front door and would otherwise be considered a side yard, if not for the street frontage. Also, except that no poultry or livestock shelter shall be erected nearer than 50 feet to any lot lines.

SECTION 2. All ordinances of the Township of West Milford, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 4. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

SECTION 5. This Ordinance may be renumbered for codification purposes.

Introduced: May 18, 2022

Adopted:

Effective Date:

ATTEST:

TOWNSHIP OF WEST MILFORD
COUNTY OF PASSAIC
STATE OF NEW JERSEY

William Senande, Township Clerk

By: _____
Michele Dale, Mayor

X

Warwick Town Clerk

From: Warwick Town Comptroller
Sent: Thursday, May 19, 2022 3:27 PM
To: Warwick Town Clerk
Cc: Michael Sweeton
Subject: budget transfer

Hi Eileen,

The Town has agreed to help out the Humane Society with the issue with the electric pole, \$19,586.00.

Can you please add a resolution for a budget modification to move \$19,586 from A00.00.1990.410 Contingency to A00.00.3510.201 Shelter Improvements?

Mike, if this is not where you'd like the \$19k coded please correct me.

Sorry for the late notice. I just received the voucher.

Take care,

Bonnie Kane

Comptroller

Town of Warwick

Comptroller@TownOfWarwick.org

(845) 986-1120 x3

