Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: ORANGE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT MUNICIPAL AGREEMENT FOR FY 2020; $195,000.00 GRANT FOR ROSETON HILLS SEWER DISTRICT WASTEWATER TREATMENT FACILITY PROJECT
OUR FILE NO. 800.1(B)(___)(2020); 801.___

DATE: SEPTEMBER 8, 2020

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

Enclosed please find the above referenced Agreement forwarded by the Orange County Office of Community Services pertaining to community development block grant funding of the Wastewater Treatment Facility upgrade component of the establishment project for the Roseton Hills Sewer District for the Town Board's review. An authorizing resolution is also enclosed for the Town Board's consideration. The grant will provide $195,000 towards the project. Please note that the covering correspondence indicates the County has not yet received the 2020 funds from HUD.

Should you have any questions in this regard, please feel free to contact me.

MCT:sel
Enclosure
cc: Joseph P. Pedi, Town Clerk *(via e-mail)*
Ronald Clum, Town Accountant *(via e-mail)*
James Osborne, P.E. (*via e-mail)*
Patrick Hines, Principal, McGoey, Hauser & Edsall *(via e-mail)*
Hank Chapman, Haylor, Freyer & Coon (*via e-mail)*
Shannon O'Keefe Clearwater, Haylor Freyer & Coon (*via e-mail)*

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall 1496 Route 300, in the Town of Newburgh, Orange County, New York on the __th day of September, 2020 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth Greene, Councilwoman

Paul Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD OF TOWN OF NEWBURGH AUTHORIZING EXECUTION AND DELIVERY OF COUNTY OF ORANGE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MUNICIPAL AGREEMENT FOR FY 2020;
ROSETON HILLS WASTEWATER TREATMENT FACILITY PROJECT

Councilman/woman _____ presented the following resolution which was seconded by Councilman/woman _____.

WHEREAS, the County of Orange Office of Community Development has forwarded a Community Development Block Grant ("CDBG") Program Agreement for fiscal year 2020 which will allow CDGB funding of the Roseton Hills Sewer District Wastewater Treatment Facility project as a community development activity (the "CDBG Agreement"); and

WHEREAS, the Town Board of the Town of Newburgh has reviewed the terms and conditions of the aforesaid CDBG Agreement between the County of Orange and Town of Newburgh and finds the CDBG Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution and delivery of such CDBG Agreement and related acknowledgments, certificates and documents.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh, Orange County, New York, that the execution and delivery of the CDBG Agreement by the Town of Newburgh Supervisor is hereby authorized; and

BE IT FURTHER RESOLVED, that the Supervisor, Town Clerk and other officers and employees of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such applications, acknowledgments, certificates, agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolution and the terms and conditions of the CDBG Agreement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Anthony R. LoBiondo, Councilman _____ voting _____

Elizabeth Greene, Councilwoman _____ voting _____

Paul Ruggiero, Councilman _____ voting _____

Scott M. Manley, Councilman _____ voting _____

Gilbert J. Piaquadio, Supervisor _____ voting _____

The resolution was thereupon declared duly adopted.

OFFICE OF COMMUNITY DEVELOPMENT

Nicole Andersen, Director
40 Matthews Street, Suite 307A
Goshen, New York 10924
Tel: (845) 615-3820 · Fax: (845) 360-9093
Email: CommDev@co.orange.ny.us

Steven M. Neuhaus
County Executive

July 17, 2020

RE: FY 2020 CDBG Municipal Agreement
Town of Newburgh Project: Roseton Hill Wastewater Treatment Facility
CDBG Funded Amount $195,000.00

Dear Supervisor Piaquadio:

The **Town of Newburgh** has been allocated funding under the FY-2020 Community Development Block Grant Program for the above listed activities. Please review the information listed below with your CDBG Project Coordinator in preparation of implementing your project in accordance with HUD regulations.

Note: Your CDBG Project Coordinator is a person assigned by you, who will be the contact person and coordinator responsible for all phases of project implementation including submission of grant Payment Vouchers and monthly, quarterly and annual reports.

1. FY-2020 Municipal Agreement, including Exhibits #1 - #7.
2. FY-2020 Municipal Agreement Instructions – (*Please Read Carefully)*

In order to ensure all activities are completed to meet HUD timeliness goals, all FY-2020 Agreements will continue to incorporate a Project Timetable (see Exhibit 3 in the Municipal Agreement). **Please submit an updated and detailed date-specific Project Timetable, Scope of Work, bid documents or force account work plans for our review and approval.** The Timetable should reflect all phases of your project, such as Environmental Review, Design, Bidding, Construction, and Substantial Completion.

IMPORTANT: Our office has not yet received the funding from HUD for the 2020 Grant Year. This means that you may start your project if the Environmental Review has been cleared, however, voucher processing by our office cannot occur until the funding is in our local bank account. We will notify you when it is received., you can choose to start work ahead of us receiving the funding but please be sure to check in with us on the status of your project's environmental review.

Your executed agreement along with all required documents and insurances must be returned to us by October 31, 2020. Should you or your project coordinator have any questions, or need assistance and/or guidance, please do not hesitate to contact Alaina Walag, Project Manager at (845) 615-3817 or via email at awalag@orangecountygov.com.

Thank you,

Alaina Walag
Project Manager
Orange County Office of Community Development
40 Matthews Street, Suite 307A
Goshen, NY 10924

COUNTY OF ORANGE

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MUNICIPAL AGREEMENT FOR FY 2020

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, _____ by and between the County of Orange ("County"), a municipal corporation and county of the State of New York, by and through its Office of Community Development ("OCD"), with offices at 40 Matthews Street, Suite 307C, Goshen, New York 10924, and the **Town of Newburgh**, a New York municipal corporation with offices at **1496 Route 300, Newburgh, NY 12550** ("Municipality").

WHEREAS, Municipality, has entered into a municipal cooperation agreement with County, in accordance with Section 99-h (2) of New York State General Municipal Law, to apply for and receive Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Community Development ("HUD") under Title I of the Housing and Community Development Act of 1974, ("HCD Act"), as part of the Orange County Urban County Consortium for the Fiscal Year **2020** and

WHEREAS, pursuant to 24 C.F.R § 570.501(b) and § 570.503, this separate agreement is necessary for Municipality to receive the CDBG funds through County to implement community development activities; and

NOW THEREFORE, it is agreed, between County and Municipality as follows:

I. SCOPE OF SERVICES

A. Activities

OCD's FY **2020** CDBG Request for Applications and Municipality's funding application as approved by OCD (attached and incorporated as **Exhibit 1** to this Agreement) outlines an activity(ties) to be undertaken by Municipality as further described in this Agreement (the "Project"). Municipality will be responsible for administering the Project in a manner satisfactory to County and HUD and consistent with 2 C.F.R. Part 200, 24 C.F.R. Part 570 and all other applicable federal, New York State and County laws, regulations and policies required as a condition of providing these CDBG funds. The Project will include the following CDBG-eligible activities:

1. Program Delivery:

Type of Project: Public Facilities Improvements

Project Location: 808 Cortland Drive, Newburgh, NY 12550

Service Area: Census Tract: 101.02
Block: 1 & 4
Tax ID: 9-1-45.1
Zip Code: 12550

Matrix Code: 03J - Water/Sewer Improvements

Project Scope: Public Facilities Improvements-- The Town of Newburgh is using their CDBG funding to make improvements to the Roseton Hill Wastewater Treatment Facility. The proposed plan includes converting the existing Parr Valley Sewer

Treatment Plant (STP) into a pump station, to transfer the flow to the Roseton Hills STP. The Roseton Hills STP and Parr Valley will need upgrades to the existing screenings removed to address flushable wipes and other material impacting the two systems. This project will help lessen the annual operation and maintenance costs of each district by eliminating one STP and widening the tax burden to the other. The Town of Newburgh will submit to the Community Development Office an updated cost estimate and proof of sufficient funding prior to advertisement for bids.

2. Special Conditions:

a. The U.S. Department of Housing and Urban Development (HUD) has notified Orange County that the final actual amount of CDBG funding allocated to the County cannot be determined or finalized at this time. If the final actual amount of CDBG funding allocated to Orange County from HUD is less than the total estimated CDBG grant amount, it is stipulated that the County will deduct a total to be determined from the CDBG grant award allocated in this agreement. Further, CDBG funding will not be available to the municipality until HUD has received congressional release and has issued a grant agreement to the County of Orange. **The County will notify the municipality when CDBG funds are available for project expenditures.**

b. The parties understand and acknowledge that the County must complete its requirements under 24 CFR Part 58 (environmental responsibilities) before CDBG funds made available hereunder may be committed to a particular project or activity. The Municipality shall not commit any funds under this Agreement until express written consent is received from the OCD.

3. General Administration:

The **Town of Newburgh** is responsible for all general administration duties. The **Town of Newburgh** shall maintain program and financial records documenting eligibility and the performance of the activity(ies) carried out with CDBG funds. No CDBG funding is provided for general administration.

B. CDBG Eligibility and National Objectives

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

***National Objective:** Low/Moderate Income—Area Benefit (LMA). Activity meets the definition of Low to Moderate Income Area (LMA) with 49.76% of the Town of Newburgh Residents located in Census Tract 101.02 Block Groups 1 and 4 being LMI persons. Pursuant to U.S. Census Bureau Data for the Town of Newburgh Population, there is the potential for 1,030 LMI residents to benefit from this activity

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabilitated; persons or households assisted, or meals served, and should also include time frames for performance.

Municipality agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Public Facilities Improvements	0	1,030

Units of service shall be considered: (Definition of Units of Services i.e. Low to Moderate Income Persons)

D. Staffing

Municipality shall allocate the appropriate staff and time commitments to the performance of the Project. Any changes in the key personnel assigned or their general responsibilities under this Project are subject to the prior approval of OCD.

E. Performance Monitoring

OCD will monitor the performance of Municipality against goals and performance standards as stated above. Substandard performance as determined by OCD will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Municipality within a reasonable period of time after being notified by OCD, Agreement suspension or termination procedures will be initiated by County in accordance with subsection VI(G) of this Agreement.

II. TIME OF PERFORMANCE

The term of this Agreement shall start on the ___ day of _____, 20__ and end on the **31st day of December, 2021.** Pursuant to 24 C.F.R. §570.503(a), the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Municipality or a Subrecipient, if applicable, remains in control of CDBG funds or other CDBG-funded assets, including program income. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, perform its/their duties and obligations in completing the Project, in a prompt and expeditious manner, without undue or unreasonable delay including, but not limited to, taking actions necessary to secure, authorize and appropriate local or other funds, necessary to complete the funding activities in accordance with the Project Implementation Schedule in the attached and incorporated **Exhibit 3**. The Project, as outlined in Section I of this Agreement, shall be completed no later than **December 31, 2021.** If the Project is not completed by this date, this Agreement may be suspended or terminated, at County's discretion, in accordance with Section VI(G) of this Agreement, unless Municipality seeks and receives approval for an extension from County, at its sole discretion.

III. BUDGET

Modify this section as applicable to the project type. It is strongly recommended that a full project budget be used either in this Agreement or as a separate Schedule to the Agreement, particularly with construction projects, listing each funding source for each line item in separate columns, adding line subtotals and calculating a project grand total.

A. Total project cost is **$195,000.00.**

The line items and budget(s) for activities described in Part I is set forth in **Exhibit 1 – Application Section** entitled "Budget" which is annexed hereto and the terms and conditions of which are hereby incorporated into this Agreement and made part hereof. Any amendments to the budget(s) must be approved in writing by OCD and if the total cost of this Agreement increases, in a written amendment executed by both County and Municipality.

B. Municipality is responsible for all general administration duties and its administrative costs incurred pursuant to this Agreement.

C. The CDBG funding allocated under this Agreement is based on a projected anticipated award to County from HUD and the congressional budget allocation to HUD for the CDBG Program for the applicable federal fiscal year. County shall have no liability under this Agreement to Municipality or to anyone else beyond HUD CDBG funds accepted and appropriated by the County Legislature to OCD for this Agreement.

D. Prior to commencing any activity funded under this Agreement, including, but not limited to, commitment or expense of CDBG funds or advertisement for any applicable request for proposals or bids, Municipality shall confirm with OCD 1) the actual amount of CDBG funds available for this activity and 2) whether HUD has issued a Release of Funds, as may be applicable to the activity(ies) funded under this Agreement. An activity can neither be commenced, nor advertised for proposals or bid, and construction, as applicable, shall not be started (whether bid out or by force account), until the availability of CDBG funds and the HUD Release of Funds is confirmed to Municipality by OCD.

IV. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by County under this Agreement shall not exceed **$195,000.00** and shall be limited to CDBG funds received by County from HUD and appropriated by the County Legislature to OCD for the purposes of this Agreement.

B. Payments may be contingent upon certification of Municipality's and Subrecipient's, if any, financial management system in accordance with the standards specified in 2 C.F.R. Part 200, Subpart D per 24 C.F.R. §570.502.

C. Payments will be made to Municipality per 2 C.F.R. Part 200, Subpart D, for eligible expenses actually incurred by Municipality and/or Subrecipients, if any, and not to exceed actual cash requirements. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in **Exhibit 1 – Application Section** entitled "Budget" and in accordance with performance. Municipality shall submit claims to County in accordance with the attached and incorporated template for the Municipal Voucher Submission Checklist in **Exhibit 4**.

D. Payments will be disbursed to Municipality within sixty (60) days of receipt of accurate, proper and complete claims. However, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Municipality. Municipality shall disburse payments to Subrecipients and subcontractors, if any, in accordance with 2 C.F.R. Part 200, Subpart D.

E. The acceptance by Municipality or its assignees of the final payment under this Agreement (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Municipality arising out of the performance of this Agreement.

F. Set-Off

1. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Municipality:

a. under this Agreement;

b. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or

c. from County by operation of law.

2. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

3. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded the County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

G. The provisions of this Section IV shall survive expiration or earlier termination of this Agreement.

V. NOTICES

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

B. Communication and details concerning this Agreement shall be directed to the following representatives unless otherwise modified by subsequent written notice to all contacts listed below.

County	Municipality
Alaina Walag, Project Manager Office of Community Development 40 Matthews Street, Suite 307A Goshen, New York 10924	Gilbert J. Piaquadio, Supervisor Town of Newburgh 1496 Route 300 Newburgh, NY 12550

B. The provisions of this Section V shall survive expiration or earlier termination of this Agreement.

VI. GENERAL CONDITIONS

A. General Compliance

1. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBG), including, without limitation, Subpart K of these regulations, except that (1) Municipality does not assume County's environmental responsibilities described in 24 C.F.R. §570.604, and (2) Municipality does not assume County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to, comply with all other applicable federal, New York State, County and local laws, regulations and policies governing the funds provided under this Agreement. Municipality further agrees that funds available under this Agreement are being used to supplement rather than supplant funds otherwise available to Municipality or its Subrecipients, if any. In the event of any conflict between this Agreement and the provisions of 24 C.F.R. Part 570, then the provisions of 24 C.F.R. Part 570 shall control.

2. Municipality understands that it may be necessary for County to submit to governmental agencies or to a court of law part of or all of the data, analyses and/or conclusions developed in the performance of the Scope of Work as well as certification, payment applications or other documentation certified and/or signed by Municipality or its officers, directors, partners, members, employees, subcontractors, agents,

assignees, Subrecipients or other representatives. Municipality is aware that there are significant state and/or federal civil and criminal penalties for submitting false information, including the possibility of fines and imprisonment. Municipality is responsible for such penalties resulting from false information submitted by Municipality or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives and shall, to the fullest extent permitted by law, defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the submission of any false information by Municipality or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives.

B. Independent Contractor

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Municipality shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Municipality is an independent contractor.

2. The provisions of this subsection VI(B) shall survive expiration or earlier termination of this Agreement.

C. Indemnification and Hold Harmless

1. To the fullest extent permitted by law, Municipality shall be fully liable for the actions of its officers, employees, subcontractors or other representatives and shall fully indemnify, defend and hold harmless County and HUD from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any negligence or willful misconduct of Municipality, its officers, employees, agents, Subrecipients, subcontractors, or other representatives.

2. The provisions of this subsection VI(C) shall survive expiration or earlier termination of this Agreement.

D. Insurance & Bonding

1. Municipality shall comply with the bonding and insurance requirements of 2 C.F.R. § 200.310 and New York State Finance Law §137, and shall require subcontractors and Subrecipients, if any, to comply with 2 C.F.R. § 200.310, New York State Finance Law §137, and any other applicable federal, New York State and County laws and regulations. Prior to commencing work Municipality and all Subrecipients and/or subcontractors, if any, shall obtain and, during the term of this Agreement and as otherwise required by this subsection VI(D), shall maintain, at their own cost and expense, the coverages listed below from insurance companies licensed in the state of New York, and shall provide certificates of insurance to OCD for County approval. The certificates shall provide that a) the County of Orange c/o Office of Community Development (and Municipality on any Subrecipient certificates) is named as "Additional Insured" (except for Workers Compensation and Professional Liability policies) and b) at least fifteen (15) days prior to cancellation or material change in a policy, notice shall be given to the Risk Management Officer of County, the Director of OCD and Municipality (for Subrecipient policies), by registered mail, return receipt requested. All notices shall state the name of Municipality, Subrecipient and subcontractor, as applicable, and refer to this Agreement.

a. Workman's Compensation & Disability in statutory amounts.

b. General Liability Insurance with a minimum comprehensive single limit of liability per occurrence of $1,000,000.00 for bodily injury and for property damage. The certificate of insurance shall indicate the following coverage:

i. Premises - Operations
ii. Broad Form Contractual

c. Automobile Liability Insurance with a minimum comprehensive single limit of liability per occurrence of $1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This coverage shall include the following for bodily injury and property damage:

i. Owned automobiles
ii. Hired automobiles
iii. Non-owned automobiles

2. If, at any time, any policy of Municipality, or its subcontractors and/or Subrecipients, if any, or Subrecipients' subcontractors, if any, becomes unsatisfactory to County, as to form or substance, or if an insurer becomes unsatisfactory to County; Municipality shall, upon notice from County, promptly obtain, or cause such subcontractor or Subrecipient to promptly obtain, a new policy and submit the same to County for approval.

3. Upon failure of Municipality or any Subrecipient and/or subcontractor, as applicable, to furnish, deliver and maintain such insurance, this Agreement, at the election of County, may be declared suspended or terminated in accordance with subsection IV(G) of this Agreement. Failure of Municipality and/or any Subrecipient, and/or subcontractor, as applicable, to take out and/or maintain any required insurance shall not relieve Municipality and/or such Subrecipient and/or such subcontractor, as applicable, from any liability under this Agreement, or otherwise, to County or HUD; nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Municipality and/or any Subrecipient and/or any subcontractor, as applicable, concerning indemnification.

4. In the event that a judgment arising out of this Agreement is in excess of the insured amounts, the excess amount or any portion thereof, may be withheld from payment due or to become due Municipality until such time as Municipality shall furnish such additional security covering the judgment(s) as may be determined by County.

5. All policies and certificates of insurance shall contain the following clauses.

a. such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County with respect to its interests;

b. it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County (directed to County's Risk Management Division and the Director of OCD); and

c. County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Municipality.

6. County requires that the certificate holder is named as "County of Orange c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924". Certificates indicating proof of Municipality's, Subrecipient's and/or subcontractors, if any, insurance coverage required by this subsection VI(D) are attached as **Exhibit 5.** Proof of each Subrecipient's and/or subcontractor's bonds and/or insurance certificates, as applicable, shall be submitted to OCD for review and approval, prior to commencement of funded activities by each subcontractor.

7. The provisions of this subsection VI(D) shall survive expiration or earlier termination of this Agreement.

E. Grantee Recognition

1. Municipality shall insure recognition of the role of County and HUD in providing services through this Agreement. The funding source shall be clearly acknowledged for all activities, facilities and items utilized pursuant to this Agreement and in all publications made possible with funds provided by Agreement.

2. The provisions of this subsection VI(E) shall survive expiration or earlier termination of this Agreement.

F. Modifications

1. County or Municipality may modify this Agreement in writing at any time provided that such modifications make specific reference to this Agreement and are signed by a duly authorized representative of both organizations. Such modifications shall not relieve or release County or Municipality from its obligations under this Agreement, unless otherwise specified in that modification.

2. County may, in its discretion, amend this Agreement to conform with federal, state or local government guidelines, policies and available funding amounts, or for other reasons. All amendments will be incorporated only by a writing making specific reference to this Agreement and signed by a duly authorized representative of both organizations.

G. Suspension or Termination

1. In accordance with Appendix II to 2 C.F.R. Part 200 and 2 C.F.R. Part 200, Subpart D (§§ 200.338 - 200.342), County may suspend or terminate this Agreement if Municipality materially fails to comply with any terms of this Agreement, which include, but are not limited to the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of Municipality to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement (including, but not limited to use of funds for activities which are ineligible under or otherwise not in compliance with the HCD Act or 24 CFR Part 570); or

d. Submission by Municipality to County of reports that are incorrect or incomplete in any material respect.

2. OCD will monitor the performance of Municipality against the terms and conditions of this Agreement. Substandard performance as determined by OCD will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Municipality within 30 days after written notification by County (or earlier if required by County, HUD or other federal or New York State law or regulation), the Agreement shall be terminated on a date specified by County. During the thirty (30) day cure period, County may withhold CDBG funds until such time as Municipality is found to be in compliance by OCD or is otherwise adjudicated to be in compliance. If Municipality fails to comply and this Agreement is terminated, in addition to and without limiting the other remedies provided by 2 C.F.R. Part 200, Municipality shall disgorge and refund to County the amount of CDBG funds previously paid to Municipality under this Agreement and any funds due Municipality shall be retained by County for the CDBG program.

3. In accordance with Appendix II to 2 C.F.R. Part 200 and 2 C.F.R. § 200.339 this Agreement may also be terminated for convenience by either HUD, County or Municipality, in whole or in part. HUD termination for convenience requires consent of County and Municipality. County or Municipality termination requires setting forth the reasons and the effective date for such termination in writing to HUD. In the case of a partial termination, if HUD determines that the remaining portion of the award will not accomplish the purpose for which the award was made; HUD may terminate the award, in its entirety under 2 C.F.R. § 200.339. If this Agreement is terminated under this subdivision VI(G)(3), in addition to and without limiting other remedies of County or HUD, County may require that the Municipality disgorge and refund to County the amount of CDBG funds previously paid to Municipality under this Agreement and any funds due Municipality shall be retained by County for the CDBG program.

4. In the event of any termination, in addition to any obligations that survive termination of this Agreement, Municipality shall still completely fulfill all of its obligations under Section VII. Administrative Requirements, applicable up to the date of termination, and all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by under this Agreement Municipality, Subrecipients, or subcontractors of Municipality or Subrecipients, as applicable, shall be turned over to OCD and Municipality shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

5. The provisions of subdivision VI(G)(2), (3) and (4) shall survive expiration or earlier termination of this Agreement.

H. Procurement of Agreement

1. Municipality represents and warrants that no person or selling agency has been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. Municipality further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Municipality makes such representations and warranties to induce County to enter into this Agreement and County relies upon such representations and warranties in the execution hereof.

2. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Municipality shall not make claim to or be entitled to recover, any sum(s) otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity or pursuant to this Agreement.

I. Current or Former County Employees

1. Municipality represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Municipality has, or may have, with County without the express written permission of County. This limitation period covers the greater of the preceding three (3) years or as long as the County employee or former County employee has or may have an actual or perceived conflict of interest due to his or her position with County.

2. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Municipality shall not make claim to or be entitled to recover, any sum(s) otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity or pursuant to this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Municipality agrees to comply with 2 C.F.R. § 200.302 and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 C.F.R. Part 200, Subpart E, "Cost Principles". These principles shall be applied for all direct and indirect costs incurred during performance of the Project.

3. Internal Controls

The Municipality agrees to comply with 2 C.F.R. § 200.303 and to maintain effective internal controls over the funds awarded herein.

B. Public Hearings

All public hearings required by New York State and federal law and regulations, as applicable to the funded activities, shall be conducted as required by such laws and regulations and, in accordance with Municipality's citizen participation plan, as indicated in Municipality's application for the funded activities (**Exhibit 1**), as applicable.

C. Documentation and Record-Keeping

1. Records to be Maintained

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, maintain all records required by the federal regulations specified in 24 C.F.R. § 570.506 and that are pertinent to the Project funded by this Agreement. Such records shall include, but not be limited to:

a. Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated and expended for the activity, and the provision in Subpart C of 24 C.F.R. Part 570 under which it is eligible.

b. Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 C.F.R. § 570.208.

c. Records that demonstrate that OCD has made the determinations required as a condition of eligibility of certain activities, as prescribed in 24 C.F.R. §§ 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.

d. Records which demonstrate compliance with 24 C.F.R. §570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

e. Records that demonstrate compliance with the citizen participation requirements prescribed in 24 C.F.R. Part 91, Subpart B, for entitlement recipients, or in 24 C.F.R. Part 91, Subpart C, for HUD-administered small cities recipients.

f. Records which demonstrate compliance with the requirements in 24 C.F.R. §570.606 regarding acquisition, displacement, relocation, and replacement housing.

g. Fair housing and equal opportunity records containing the requirements specified in 24 C.F.R. § 570.506(g).

h. Financial records, in accordance with the applicable requirements listed in
i. 24 C.F.R. § 570.502, and 2 C.F.R. Part 200, Subpart D.

j. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570, Municipality shall maintain evidence to support how the CDBG funds provided to such entities are expended. Such documentation must include, to the extent applicable, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by appropriate parties (e.g., general contractor and/or a Project architect), and/or other documentation appropriate to the nature of the activity.

k. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in 24 C.F.R. §570.513; and

l. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of this Part.

2. Retention

Municipality shall and shall cause its subcontractors and all government entity Subrecipients and their subcontractors, if any, to, retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years in accordance with County record retention policy, 2 C.F.R. § 200.333, and 24 C.F.R. § 570.502. The retention period begins on the date of the submission of County's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involved any of the records cited and that have

started before the expiration of the six-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the six-year period, whichever occurs later. Records for property and equipment acquired with funds under this Agreement shall be retained for three (3) years after final disposition, replacement or transfer at the direction of HUD or the six-year period, whichever occurs later. Records for any displaced person must be kept for three (3) years after he/she has received final payment or the six-year period, whichever occurs later.

3. Client Data

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, confidentially maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County or HUD monitors or their designees for review upon request.

4. Disclosure

Municipality understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with the administration of County's, Municipality's, Subrecipients or either of their subcontractor's responsibilities, as applicable, with respect to services provided under this Agreement, is prohibited unless written consent is obtained from the client and, in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

Notwithstanding any other terms and conditions of this Agreement, Municipality's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records. Notwithstanding the foregoing, to ensure compliance with 24 C.F.R. §570.503(b)(7), the terms of this Agreement shall remain in effect during any period that Municipality has control over CDBG funds, including but not limited to program income or real property funded in whole or in part with CDBG funds.

6. Audits and Inspections

a. Municipality shall, and shall cause all Subrecipients and subcontractors of Municipality, if any, to comply, at their own expense, with the requirements of the Single Audit Act of 1984, and to have an annual audit conducted in accordance with 2 C.F.R. Part 200, Subpart F, as applicable. Any deficiencies noted in audit reports must be fully cleared by Municipality, Subrecipients and/or subcontractors within thirty (30) days after receipt of notice by Municipality, Subrecipients and/or subcontractors, as applicable.

b. All of Municipality's, Subrecipient's, and/or subcontractor's, if any, records with respect to any matters covered by this Agreement shall be made available to County, HUD and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as County or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

c. Failure of Municipality to comply with the above audit and inspection requirements will constitute a violation of this Agreement and may include but not be limited to withholding of future

payments.

7. Survival

The provisions of this subsection VII(C) shall survive expiration or earlier termination of this Agreement.

D. Reporting

1. Program Income

Any program income earned by Municipality and/or a Subrecipient, as applicable, as a result of this CDBG funding, shall be returned to County, in a check payable to the "Commissioner of Finance", within seven (7) days of receipt by Municipality. Municipality shall require Subrecipients, as applicable, to return any program income to Municipality within seven (7) days of receipt by Subrecipient.

2. Progress and Financial Reports

a. Municipality shall submit regular Progress reports to County at the frequency required by County, and in a timely manner to enable County's reporting to HUD and shall require Subrecipients, if any, to, submit the same reports to Municipality in a timely manner to enable Municipality's reporting to County.

b. The following Progress Report in the template attached and incorporated as **Exhibit 6 Quarterly Project Progress Report** shall be compiled by Municipality and all Subrecipients, as applicable, for each quarter and submitted to County **within ten (10) working days of the end of the quarter.**

c. Failure to submit the above report may result in suspension or termination of this Agreement in accordance with subsection VI(G) of this Agreement.

3. Survival

The provisions of this subsection VII(D) shall survive expiration or earlier termination of this Agreement.

E. Procurement

1. Compliance

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with all applicable New York State and federal laws and regulations and Municipality policies concerning the purchase of all real and personal property and shall maintain an inventory of records of all real and personal property as may be procured with funds provided under this Agreement. Unless provided elsewhere in this Agreement, all program assets (unexpended program income, property, equipment, etc.) shall revert to County upon expiration or earlier termination of this Agreement. The provisions of this subdivision VII(E)(1) shall survive expiration or earlier termination of this Agreement.

2. 2 C.F.R. §§ 200.317 - 200.326- Procurement Standards

Municipality shall,and shall cause all government entity Subrecipients and all non-government entity Subrecipients, if any, to, procure all materials, property, or services in accordance with the requirements of 2 C.F.R. Part 200 Subpart D (§§ 200.318 - 200.326).

Municipality shall comply with 2 C.F.R. § 200.322 "Procurement of recovered materials". A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

Municipality shall obtain written approval from County for any travel outside County, by Municipality, Subrecipients and subcontractors, if any, using funds provided under this Agreement.

4. Equipment

a. Municipality and Subrecipients shall comply with 2 C.F.R. § 200.313 with regard to equipment procurement and use except that, pursuant to 24 C.F.R. §570.502(a)(6), in all cases where the equipment is sold, the proceeds shall become program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Municipality for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

b. The provisions of this subdivision VII(E)(4) shall survive expiration or earlier termination of this Agreement.

5. Procedure for Subcontracts

a. Procurement of Subcontracts

With regard to procuring subcontracts, Municipality shall, and shall cause all government entity Subrecipients all non-government entity Subrecipients, if any, to comply with the provisions of 2 C.F.R. Part 200, Subpart D.

b. Solicitation

Municipality shall, and shall cause all Subrecipients, if any, to, submit to OCD all requests for bids or proposals, independent cost estimates, etc. necessary for the completion of the Project prior to the requests for bids or proposals being published.

Solicitations for all goods and services funded under this Agreement, including but not limited to, requests for quotations, bids or proposals; shall be developed in compliance with applicable federal and New York State law and regulations and Municipality's procurement policy, to include the following:

(i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.

(ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
(iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
(iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
(v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
(vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

c. Selection Process

Municipality shall ensure that all subcontracts let in the performance of this Agreement by Municipality or Subrecipients, if any, shall be awarded on a fair and open competitive basis. A list of all bids or offers received shall be forwarded to OCD for submission to HUD.

Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources. A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

d. Contract Content

Municipality and all Subrecipients, as applicable, shall cause all of the terms and conditions of this Agreement to be included in and made a part of any Subrecipient Agreement and/or subcontract, as applicable, executed in the performance of this Agreement.

e. Approvals

Draft copies of all Subrecipient contracts and all of Municipality's and Subrecipient's subcontracts shall be forwarded to OCD along with documentation concerning the selection process. Municipality and Subrecipients, if any, shall not enter any subcontracts with any subcontractor for the performance of this Agreement without the written consent of OCD prior to the execution of such subcontract.

f. Staff Designation for Projects Involving Construction or Building Services

Municipality shall designate an appropriate staff member to act on behalf of Municipality to ensure compliance with applicable labor laws, regulations and standards and to liaise with OCD and shall require the same of all Subrecipients and subcontractors of Municipality or Subrecipients, if any.

The designation shall be made and forwarded to OCD prior to the commencement of the Project. The designated staff member shall:

i. inform the subcontractors performing work as to the federal and New York State labor requirements and obligations; and

ii. ensure the inclusion of applicable wage determination and labor standards provisions in all bid specifications and contract documents and will perform all duties necessary for Municipality's compliance with federal Davis-Bacon and New York State labor laws and regulations; and

iii. maintain full documentation attesting to all administrative and enforcement activities with respect to New York State and federal labor law requirements. Such documents include, but are not limited to: certified payrolls, requests for wage decisions, requests for additional classifications, copies of wage decisions and any effective change or modifications, notice of start of construction, on-site inspection reports and employee interviews, copies of correspondence, memoranda, apprentice registration records and pre-commencement conference records. These documents are to be made available to OCD upon request.

g. Pre-Commencement Conference

OCD, Municipality, Subrecipients, if any, and subcontractors, if any, shall hold a conference, prior to commencement of the Project (or for each Subrecipient activity, depending on the Project), to review their responsibilities under this Agreement, each Subrecipient agreement, and each subcontract, as applicable, including, as applicable, obligations regarding federal and state labor laws applicable to construction or building services work. After each conference, Municipality shall provide a report to OCD containing the following:

i. Project name, location and description;

ii. Name of Subrecipient and subcontractors, as applicable;

iii. Contract amount;

iv. Date and place of conference;

v. Conference attendees; and

vi. Summary of items covered.

h. Construction & Building Services Certified Payroll

i. For Municipality and Subrecipient subcontracts involving construction or building services, Municipality shall, and shall cause Subrecipients, if any, to, require subcontractors to submit to Municipality weekly payroll certifications compliant with New York State and federal law for each workweek from the time the Project is commenced until completion. Municipality's agreement with Subrecipients, if any, shall also contain the same requirement for each Subrecipient's agreement with subcontractors, if any. If no work is performed during any given week, subcontractors shall submit a certification that "no work was performed during this work week". The first and final payrolls are to be marked as such. The subcontractor(s) shall use payroll certification form(s) that meet New

York State and federal requirements.

A. The federal form (WH-347) may be found here: http://www.dol.gov/whd/forms/wh347instr.htm

B. The New York state form (PW-18.1) may be found here: http://www.labor.state.ny.us/workerprotection/publicwork/PDFs/PW18.1%20Certification%20Of%20Payroll%20By%20Officer.pdf

ii. The provisions of this subdivision VII(E)(5)(h) shall survive expiration or earlier termination of this Agreement.

i. Monitoring and Inspections

Municipality will monitor all Subrecipient and subcontractor services on a regular basis to assure contract compliance, and shall require Subrecipients, if any, to do the same with Subrecipients' subcontractors, if any. Results of MWBE and EEO/AA efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. In addition, appropriate staff of Municipality shall visit the site during the performance of the Project and OCD shall also have the right to monitor and inspect the Project and the expenditure of funds in order to insure compliance with HUD regulations and the provisions of this Agreement. The provisions of this subdivision VII(E)(5)(i) shall survive expiration or earlier termination of this Agreement.

F. Use and Reversion of Real Property Assets

1. The use and disposition of real property by Municipality and all Subrecipients, if any, funded by this Agreement shall be in compliance with the requirements of 2 C.F.R. § 200, 24 C.F.R. 570.505, 24 C.F.R. 570.502 (a)(5), §570.503 and §570.504, as applicable.

2. **Pursuant to 24 C.F.R. §570.505, 24 C.F.R §570.503(b)(7)(i), 24 C.F.R. §570.501(b) and OCD Policy, real property under Municipality's or Subrecipient's control that was acquired or improved, in whole or in part, with CDBG funds in excess of $25,000 shall be used to meet one of the CDBG National Objectives defined in 24 C.F.R. §570.208 until ten (10) years after Municipality is no longer considered by HUD to be a part of the urban county in the case of Municipality and for ten (10) years after expiration of the Subrecipient Agreement between Municipality and Subrecipient, as applicable.**

3. **If Municipality and/or Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay to Municipality, as applicable, and/or Municipality shall pay to County an amount equal to the current market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to County. Municipality and/or Subrecipient, as applicable, may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.**

4. **HUD may require recipients to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with Federal funds**

and that use and disposition conditions apply to the property.

5. The provisions of this subsection VII(F) shall survive expiration or earlier termination of this Agreement.

G. Reversion of Funds and Receivable Assets

Pursuant to 24 C.F.R. §570.503(b)(7), Municipality shall transfer to County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement held by Municipality, Subrecipients or subcontractors, as applicable, at the time of expiration, cancellation, or termination of this Agreement. The provisions of this subsection VII(G) shall survive expiration or earlier termination of this Agreement.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

Municipality agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, ("URA"), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. §570.606(b); (b) the requirements of 24 C.F.R. §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 C.F.R. §570.606(d) governing optional relocation policies. Municipality shall provide relocation assistance to displaced persons as defined by 24 C.F.R. §570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for the Project. Municipality also agrees to comply with applicable OCD policies concerning displacement of individuals from their residences. The provisions of this Section VIII shall survive expiration or earlier termination of this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with all federal, New York State and County and civil rights laws and regulations including, but not limited to, Article 15 of the New York State Executive Law (also known as the "Human Rights Law"), Titles II and VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (the "Fair Housing Act"), 24 CFR §570.904, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246.

2. Nondiscrimination

a. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. §570.607, as revised by Executive Order 13279 and the applicable non-discrimination provisions in Section 109 of the HCD Act, Article 15 of the New York State Executive Law (otherwise known as "The Human Rights Law") and New York State Labor Law.

b. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, abide by all applicable provisions of federal and state laws and regulations, as applicable to its officers, employees, agents, Subrecipients, subcontractors, and

other representatives. In hiring and employment practices, Municipality, its Subrecipients and subcontractors, if any, shall not in any manner discriminate on the basis of race, creed, color, religion, sex (including gender identity or expression), national origin, citizenship status, age, marital status, disability, genetic information or predisposing genetic characteristics, sexual orientation, military status, marital status or domestic violence victim status.

c. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, abide by all applicable provisions of federal and New York State laws and regulations, as applicable to sale or rental of the property, if this Agreement funds the purchase improvement of any property which is later sold or rented. With respect to any sale of any real property and selection and treatment of tenants, Municipality, Subrecipients and subcontractors, if any, shall not in any manner discriminate on the basis of race, color, religion, sex (including gender identity or expression), familial status, national origin, disability, age, sexual orientation, military status or marital status.

3. Land Covenants

a. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 C.F.R. §570.601 and §570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with CDBG assistance, Municipality shall and shall cause its Subrecipients, if applicable, to, cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, age, sexual orientation, military status or marital status, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Municipality, and any applicable Subrecipient, shall in undertaking its obligation to carry out the program assisted hereunder, agree to take such measures as are necessary to enforce such covenants, and will not itself so discriminate.

b. The provisions of this subdivision IX(A)(3) shall survive expiration or earlier termination of this Agreement.

4. Section 504

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794) which prohibits discrimination against individuals with disabilities or handicaps in any federally-assisted program. The provisions of this subdivision IX(A)(4) shall survive expiration or earlier termination of this Agreement.

5. Fair Housing

The Municipality agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Municipality agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Municipality also agrees to affirmatively further fair housing within its own jurisdiction and support the County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government

included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- an alien lawfully admitted for permanent residence as an immigrant excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- an alien who is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];
- an alien who has qualified as a refugee or asylee;
- an alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;
- an alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or
- an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act.

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Equal Employment Opportunity, Affirmative Action, Executive Order 11246

In all solicitations or advertisements for employees placed by or on behalf of Municipality, Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, state that it is an Equal Opportunity and Affirmative Action employer. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with the principles as provided in the federal Executive Order 11246 of September 24, 1965 which is incorporated by reference into this Agreement.

2. Minority- and Women- Owned Businesses (MWBE)

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, (15 U.S.C. §632) and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Municipality, its Subrecipients and subcontractors, if any, may rely on New York State and/or federal MWBE certifications as to the status of a MWBE in lieu of an independent investigation.

3. Access to Records

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, furnish all information and reports hereunder and will permit access to its books, records and accounts by County, HUD, other authorized state and federal officials, or any of their designees, for purposes of

investigation to ascertain compliance with the rules, regulations and provisions stated in this Section IX(B) of this Agreement. The provisions of this subdivision IX(B)(3) shall survive expiration or earlier termination of this Agreement.

4. Subcontract Provisions

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, include the provisions of subsections IX(A) Civil Rights and (B)Affirmative Action in every Subrecipient Agreement and subcontract, specifically or by reference, so that such provisions will be binding upon each Subrecipient and each of Municipality's and Subrecipient's subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Municipality, its subcontractors, Subrecipients and their subcontractors, if any, are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

a. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Chapter 37), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to, comply with the Copeland Anti-Kickback Act (18 U.S.C. §874 et seq.) and its implementing regulations of the U. S. Department of Labor at 29 C.F.R. Part 5. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to, maintain documentation which demonstrates compliance with hour and wage requirements of 29 C.F.R. Part 5. Such documentation shall be made available to County for review upon request.

b. With the exception of activities involving the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, Municipality agrees that, all subcontractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply, with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. Parts 1, 3, 5, and 7, including but not limited to 29 C.F.R. §5.5; provided, that if wage rates higher than those required under the regulations are imposed by New York State or local law, nothing hereunder is intended to relieve Municipality of its obligation, if any, to require payment of the higher wage. Municipality shall cause or require to be inserted in full, in all such Subrecipient Agreements and subcontracts subject to such regulations, provisions meeting the requirements of this subdivision IX(C)(2).

3. "Section 3" Clause

a. Compliance with the provisions of Section 3 (as defined below), the regulations set forth in 24 C.F.R. §135, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the CDBG assistance provided under this Agreement and

binding upon Municipality which shall require such a binding commitment from its Subrecipients, subcontractors and Subrecipient subcontractors, if any. Failure to fulfill these requirements shall subject Municipality and its Subrecipients and subcontractors, if any, to all New York State or federal remedies available at law or in equity to County or HUD, including but not limited to termination of this Agreement. Municipality certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

i. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135 which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with 24 C.F.R. Part 135 regulations.

iii. Municipality shall. and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, send to each labor organization or representative of workers with which Municipality has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Municipality's, Subrecipient's and subcontractors of Municipality or Subrecipients, as applicable, commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

iv. Municipality agrees to include this Section 3 clause in every Subrecipient Agreement and subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the Subrecipient agreement or subcontract or in this Section 3 clause, upon a finding that the Subrecipient or subcontractor is in violation of the regulations in 24 C.F.R. Part 135. Municipality will not enter into any Subrecipient agreement or subcontract where Municipality has notice or knowledge that the Subrecipient or subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

v. Municipality certifies that any vacant employment positions, including training positions, that are filled (1) after Municipality is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Municipality's obligations under 24 C.F.R. Part 135.

vi. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

4. Drug-Free Workplace

Municipality will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Municipality's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about:

i. the dangers of drug abuse in the workplace;

ii. Municipality's policy of maintaining a drug-free workplace;

iii. any available drug counseling, rehabilitation, and employee assistance programs; and

iv. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subdivision IX(C)(4)(a);

d. Notifying the employee in the statement required by subdivision IX(C)(4)(a) that, as a condition of employment under the performance of the Project funded by this Agreement, the employee will:

i. abide by the terms of the statement; and

ii. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying OCD and HUD in writing, within ten (10) calendar days after receiving notice under subdivision IX(C)(4)(b) from any employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subdivision IX(C)(4)(b), with respect to any employee who is so convicted.

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law

enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this subdivision IX(C)(4).

D. New York Law Requirements

1. Labor Law. For any contract(s) funded by this Agreement and involving public work or building services as respectively defined by Article 8 and Article 9 by New York State Labor Law, Municipality, shall and shall cause its Subrecipients, if any, to, prepare all solicitation documents and contract terms and conditions and administer such contracts in accordance with the applicable provisions of Article 8 or Article 9.

2. Non-Collusive Bidding. For any contract(s) funded by this Agreement to which New York State General Municipal Law §103-d is applicable, Municipality shall, and shall cause its Subrecipients, if any, to, enclose the required Non-Collusive certification in the solicitation documents.

3. Non-Responsibility Determination. For any contract(s) funded by this Agreement to which New York State State Finance Law §§139-j and 139-k are applicable, Municipality shall, and shall cause its Subrecipients, if any, to, enclose the required non-responsibility disclosure and certification in the solicitation documents.

4. Iran Divestment Act. For any subcontract(s) funded by this Agreement to which New York State General Municipal Law §103-g is applicable, Municipality shall, and shall cause Subrecipients, if any, to, enclose the required Iran Divestment Act certification in the solicitation documents.

5. Conflicts of Interest. Pursuant to New York State General Municipal Law § 801, except as provided in General Municipal Law §802, (1) no municipal officer or employee shall have an interest in any contract with the municipality of which he or she is an officer or employee, when such officer or employee, individually or as a member of a board, has the power or duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder (b) audit bills or claims under the contract, or (c) appoint an officer or employee who has any of the powers or duties set forth above and (2) no chief fiscal officer, treasurer, or his or her deputy or employee, shall have an interest in a bank or trust company designated as: a depository, paying agent, registration agent or for investment of funds of the municipality of which he or she is an officer or employee. The provisions of General Municipal Law §801 shall in no event be construed to preclude the payment of lawful compensation and necessary expenses of any municipal officer or employee in one or more positions of public employment, the holding of which is not prohibited by law.

6. Identification Number(s).

a. For granting, renewing, amending, supplementing or restating the license of any person, and for every invoice or other claim for payment submitted to County by Municipality under this Agreement, the application, invoice or claim must include Municipality's payee identification number. This 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 County, if any.

Failure to include such number(s), as required by County, may delay payment. Where Municipality does not have such number(s), on its application, invoice or other claim for payment, Municipality must give the reason or reasons why it does not have a payee number(s).

b. Privacy Notification.

i. The County's authority to request the above personal information from Municipality, and its authority to maintain such information, is found in New York State Tax Law §5. Disclosure of this information by Municipality to County is mandatory. The principal purpose for collection of the information is for New York 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 New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

ii. The County may forward the personal information to the New York State Commissioner of Taxation and Finance upon that Commissioner's request pursuant to New York State Tax Law §5(3).

7. Prohibition on Purchase of Tropical Hardwoods

a. Municipality certifies and warrants that all wood products to be used in performing the Scope of Work under this Agreement, or Subrecipient Agreement(s) if any, will be in accordance with, but not limited to, the specifications and provisions of New York State State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by New York State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of Municipality to establish to meet with the approval of OCD.

b. In addition, when any portion of this Agreement or Subrecipient Agreement(s) involving the use of woods, whether supply or installation, is to be performed by any Subrecipient or Municipality's or Subrecipient's subcontractors, as applicable, the Municipality or Subrecipient and/or subcontractor, as applicable, will indicate and certify in the submitted bid or proposal that the Subrecipient and/or subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in New York State Finance Law §165. Under bidder certifications, proof of qualification for exemption will be the responsibility of Municipality to meet with the approval of OCD.

c. Municipality certifies that any use of tropical hardwood in the Scope of Work meets with the exception requirements of New York State State Finance Law §165(2)(d)(iii), as established by the Municipality and was approved by County during the quote, bid or proposal process.

8. Compliance with New York State Information Security Breach Notification Act

Both during and after the performance of the Scope of Work under this Agreement and any Subrecipient Agreement(s), with respect to all data involved in the performance of this Agreement and any Subrecipient

Agreement(s), Municipality shall, and shall cause Subrecipients and subcontractors, if any, to comply with the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208, both as may be amended).

9. Compliance with Executive Order 38

Municipality is and shall remain, and shall ensure that all Subrecipients and subcontractors, if any, are and shall remain, in compliance with New York State Executive Order 38 of 2013, as may be amended. More information may be found at: http://www.executiveorder38.ny.gov/.

10. Sexual Harassment Certification. Pursuant to the New York State Finance Law §139-l, by execution of this Agreement, Municipality and the individual signing this Agreement on behalf of the Municipality certifies, under penalty of perjury, that Municipality 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 shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York 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.

11. Compliance with Other New York Laws and Regulations

Municipality shall, and shall cause all Subrecipients and subcontractors, if any, to, comply with all other New York State laws and regulations applicable to this Agreement and the performance of the Project by Municipality and its Subrecipients and/or subcontractors, if any.

E. Conduct

1. Assignability

Pursuant to New York State General Municipal Law §109, Municipality shall not assign, transfer, convey, sublet, or otherwise dispose of any of its rights, interest or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without County's previous written consent. Any assignment, transfer, conveyance, subletting or other disposal without the required written consent shall cause the contract to be revoked and annulled by County and Municipality shall forfeit and lose all moneys due under the Agreement, except so much as may be required to pay Municipality's employees performing activities under the Agreement. Any assignment, transfer, conveyance, subletting or other disposal properly consented to by County shall be subject to all of the terms and conditions of this Agreement. The provisions of this subdivision IX(E)(1) shall survive expiration or earlier termination of this Agreement.

2. Hatch Act

Municipality agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Chapter 15.

3. Conflict of Interest

a. Municipality shall comply with the provisions of 24 CFR 570.611 with respect to

conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Municipality further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Municipality hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Municipalities which are receiving funds under the CDBG Entitlement program.

b. The provisions of this subdivision IX(E)(3) shall survive expiration or earlier termination of this Agreement.

4. Lobbying

a. By execution of this Agreement Municipality certifies to the best of the knowledge and belief of the undersigned, that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of Municipality, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. Municipality shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subrecipients, subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors (of Municipality and Subrecipients) shall certify and disclose accordingly.

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

c. The provisions of this subdivision IX(E)(4) shall survive expiration or earlier termination of this Agreement.

5. Copyright

In addition to any other rights HUD may have pursuant to 2 C.F.R. § 200.315, if this Agreement results in any copyrightable material or inventions, County and HUD reserve the right to royalty-free, non-exclusive and irrevocable licenses to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes. The provisions of this subdivision IX(E)(5) shall survive expiration or earlier termination of this Agreement.

6. Rights to Inventions Made under Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Municipality or Subrecipient, if any, wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Municipality or Subrecipient, if any, must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Religious Organization

Municipality agrees, and shall cause all Subrecipients and their subcontractors, if any, to agree, that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 C.F.R. §570.200(j) (such as worship, religious instruction, or proselytization) as part of the programs or services funded under this Agreement. If Municipality or any Subrecipient or either of their subcontractors, if any, conduct such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the CDBG-funded programs or services. Municipality, its Subrecipients or either of their subcontractors, if any, shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. The provisions of this subdivision IX(E)(6) shall survive expiration or earlier termination of this Agreement.

8. Excessive Force

a. Pursuant to Section 519 of the 1990 HUD Appropriations Act (P.L. 101-140) and Section 906 of the National Affordable Housing Act (NAHA) of 1990 (P.L. 101-625) Municipality and all of its government entity Subrecipients, if any, have adopted and are enforcing:

i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

b. The provisions of this subdivision IX(E)(7) shall survive expiration or earlier termination of this Agreement.

X. ENVIRONMENTAL CONDITIONS

A. Air, Water and Environmental Review

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with

the following laws and regulations applicable to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. §1857, et seq., and all regulations and guidelines issued thereunder;

2. Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

4. HUD Environmental Review Procedures (24 C.F.R. Part 58);

5. New York State Environmental Quality Review Act, and all regulations and guidelines issued thereunder;

6. All other federal, state and local laws, regulations and ordinances applicable to the activities funded under this Agreement.

B. Flood Disaster Protection

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

C. Lead-Based Paint

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, agree that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. §570.608, and 24 C.F.R. Part 35, Subpart B. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties that include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under six (6). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

Municipality agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, (16 U.S.C. §470) and the procedures set forth in 36 C.F.R., Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

E. Survival

The provisions of this Section X shall survive expiration or earlier termination of this Agreement.

XI. FORCE MAJEURE

A. A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of Municipality or County in the performance of this Agreement where non-performance, by exercise of reasonable diligence, cannot be prevented.

B. The affected party shall provide the other party with written notice of any Force Majeure occurrence as soon as the delay is known and shall provide the other party with a written contingency plan to address the Force Majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the Force Majeure condition continues beyond thirty (30) days, the parties shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives hereunder.

C. Neither County nor Municipality shall be liable to the other for any delay in or failure of performance under this Agreement due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of causes of such delay or failure shall extend the period for performance to such extent as determined by County and Municipality to be necessary to enable complete performance by County and Municipality if reasonable diligence is exercised after the cause of delay or failure has been removed.

E. Notwithstanding the above, at the discretion of County, where the delay or failure will significantly impair the value of this Agreement to County, County may terminate this Agreement or the portion thereof which is subject to delays in accordance with Section VI(G) of this Agreement.

XII. NO ARBITRATION

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 County, but must instead only be heard in the Supreme Court of the State of New York, 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. The provisions of this Section XII shall survive expiration or earlier termination of this Agreement.

XIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York without giving effect to choice of law provisions. Municipality shall render all services under this Agreement in accordance with applicable provisions of all federal, New York State, County and Municipality laws, regulations and policies as are in effect at the time such services are rendered. The provisions of this Section XIII shall survive expiration or earlier termination of this Agreement.

XIV. SERVICE OF PROCESS

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules, Municipality hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Municipality's actual receipt of process or upon County's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Municipality must promptly notify County, in writing, of each and every change of address to which service of process can be made. Service by County to the last known address shall be sufficient. Municipality will have thirty (30) calendar days after service hereunder is complete in which to respond. The provisions of this Section XIV shall survive expiration or earlier termination of this Agreement.

XV. CONFLICTING TERMS

In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof), New York State laws and regulations, and federal laws and regulations the strictest term or condition shall control, unless federal preemption requires otherwise. The provisions of this Section XV shall survive expiration or earlier termination of this Agreement.

XVI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect. The provisions of this Section XVI shall survive expiration or earlier termination of this Agreement.

XVII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement. The provisions of this Section XVII shall survive expiration or earlier termination of this Agreement.

XVIII. EXHIBITS

A. As a condition of contract, Municipality shall provide and keep updated, in accordance with the terms of this Agreement, the information required for completion of the following Exhibits:

Exhibit 1:	OCD CDBG Request for Applications and Municipality's funding application as approved by OCD.
Exhibit 2:	Annual Beneficiary Report [Exhibit 2 is not used if not applicable]
Exhibit 3:	Project Implementation Schedule
Exhibit 4:	Municipal Voucher Submission Checklist
Exhibit 5:	Insurance Certificates and Bonds required by the Agreement
Exhibit 6:	Quarterly Project Progress Report
Exhibit 7:	Council/Board Resolution for Certification of Authority

B. The provisions of this Section XVIII shall survive expiration or earlier termination of this Agreement.

XIX. WAIVER

Either party's failure to act with respect to a breach by the other does not waive its right to act with respect to subsequent or similar breaches. The failure of either party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision. The provisions of this Section XIX shall survive expiration or earlier termination of this Agreement.

XX. INCORPORATION BY REFERENCE

All County, New York State and federal laws, regulations, policies and other guidance noted in this Agreement are hereby incorporated by reference in full, all as may have been previously amended from their initial enactment until the date of this Agreement, and all as may be amended in the future. The provisions of this Section XX shall survive expiration or earlier termination of this Agreement.

XXI. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

XXII. ENTIRE AGREEMENT

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

XXIII. AUTHORITY

Each party represents that the signatory has been duly authorized to bind the party by executing this Agreement. Proof of Municipality's authorization is in the attached **Exhibit 7.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY	**MUNICIPALITY**
COUNTY OF ORANGE	**TOWN OF NEWBURGH**
By: _____	By: _____
Name: Stefan ("Steven") M. Neuhaus	**Name: Gilbert J. Piaquadio**
Title: County Executive	**Title: Supervisor**

COUNTY ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of in the year 20____, before me, the undersigned, personally appeared **Stefan ("Steven") M. Neuhaus** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

MUNICIPALITY ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of in the year 20__, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

MUNICIPALITY

CERTIFICATION OF AUTHORITY

(NOTE: Please also attach an original certified copy of the Council/Board authorizing resolution as Exhibit 7.)

I,_____ ("Clerk") certify that I am the Clerk, of _____

_____ ("Municipality") a municipal corporation duly created pursuant to the laws of New York State and a party to this Agreement; that _____, who signed
(Name of Chief Executive Executing Agreement)

this Agreement on behalf of Municipality, was at the time of execution the _____
(Title of Chief Executive)

of Municipality; that this Agreement was duly signed for and on behalf of Municipality, as authorized by the

_____; and that such authority is in full force and effect at the date hereof.
(Board or Council)

(Place Municipal Seal Here)

_____
Clerk Signature

CLERK'S ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of in the year 20 , before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ADDENDUM TO THE COUNTY OF ORANGE
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM MUNICIPAL AGREEMENT FOR FY 2020

This Addendum dated the __ day of _____, 2020, modifies a "County of Orange Community Development Block Grant Program Municipal Agreement for FY 2020" dated the __ day of _____, 2020 (the "Agreement"), entered into by the County of Orange (the "County") and the **Town of Newburgh (the Town)**, as follows:

WHEREAS, pursuant to the Agreement, the **Town** is to receive **$195,000.00** in Community Development Block Grant ("CDBG") monies to perform work relating to a project entitled **Roseton Hill Wastewater Treatment Facility Project** (the "Project"); and

WHEREAS, McGoey, Hauser and Edsall, P.C. ("MHE Engineering"), is an engineering firm retained by the Town to provide assistance with regard to the Town's efforts to obtain CDBG monies for the Project; and

WHEREAS, the Town has confirmed with MHE Engineering that the work comprising the Project does not constitute maintenance or repair work which would be an ineligible activity pursuant to applicable HUD regulations, including Title 24 of the Code of Federal Regulations; and

WHEREAS, the Town certifies that it is not seeking substitution of CDBG funds for recent support of public services by the Town using local or State funds; and

NOW THEREFORE, for good and valuable consideration, the existence and sufficiency of which is hereby acknowledged, the County and the Town agree as follows:

1. To the fullest extent permitted by law, the **Town** shall defend, indemnify and hold harmless the County, including its officials and employees, against all claims, losses, damages, liabilities, costs, fees, penalties, fines or expenses arising out of a finding and/or determination that any aspect of the Project funded (in whole or in part) by CDBG monies is not an eligible activity under Title 24 of the Code of Federal Regulations.

2. If a finding and/or determination is made that any aspect of the Project funded (in whole or in part) by CDBG monies is not an eligible activity under Title 24 of the Code of Federal Regulations, and the County is required to reimburse and/or expend funds as a result of such finding and/or determination, then the **Town** shall pay to the County an amount equal to the amount the County is required to reimburse and/or expend as a result of

such finding and/or determination, plus reasonable attorneys' fees.

3. The **Town** shall make such payment to the County within sixty (60) days of receipt of written notice from the County that payment to the County pursuant to this Addendum is required.

4. Such payment shall be made to the County without deduction, defense, setoff or counterclaim.

5. The **Town's** obligations assumed pursuant to this Addendum shall survive the expiration or termination of this Agreement.

6. All other terms of the Agreement, except as specifically amended or modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

County of Orange

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

Town of Newburgh

By: _____
Gilbert J. Piaquadio
Supervisor

EXHIBIT 1

Exhibit 1 is comprised of the attached and incorporated OCD CDBG Request for Applications and Municipality's funding application as approved by OCD.

EXHIBIT 2

Annual Beneficiary Report for any project which is not eligible based on low-mod area/census data. Use this form for public services, senior centers, etc.
DO NOT use this form for water/sewer/ADA, etc. projects.

REPORT FORM FOR_____
Municipality name and project

Accomplishments	**FY 2020 Unduplicated count**	**FY 2020 Total units of service (optional)**
Total number (Unduplicated)		
INCOME RANGE **(NOTE: Senior Centers do not have to report on income of participants)**		
Extremely low 0-30%		
V. Low 31-50%		
Moderate 51-80%		
Race - NON-HISPANIC		
White		
Black		
Asian		
American Indian/Alaskan Native		
Multi-racial – American Indian-White		
Asian – White		
Black – White		
American Indian and Black		
Other Multi-Racial		
LATINO/HISPANIC		
White		
Black		
Asian		
American Indian/Alaskan Native		
Multi-racial – American Indian-White		
Asian – White		
Black – White		
American Indian and Black		
Other Multi-Racial		
Single Parent Head of Household: Male:		
Female:		
Persons with Disabilities:		

EXHIBIT 3
ORANGE COUNTY OFFICE OF COMMUNITY DEVELOPMENT
CDBG MUNICIPAL PROGRAM
PROJECT IMPLEMENTATION TIMETABLE
2020

MUNICIPALITY: **Town of Newburgh** SUBRECIPIENT: **None**

2020 PROJECT/ACTIVITY NAME: **Roseton Hill Wastewater Treatment Facility ($195,000)**

DATE PREPARED: _____

DATE	**MILESTONE**

EXHIBIT 4
Municipal Voucher Submission Checklist

Submit Payment via Email to:
Awalag@orangecountygov.com
Alaina Walag, Project Manager
Orange County Office of Community Development
40 Matthews Street, Suite 307A
Goshen, NY 10924
(845) 615-3818

Municipality is responsible for ensuring that required documents are complete and that all forms are correctly filled out. Incomplete and/or incorrect Vouchers will not be processed and will be returned to the municipality. This will result in delays in processing payments to Contractors/Subrecipients. Copy this office on any deficiency notices to vendors/contractors/subrecipients.

Date: _____

From Town/Village of:
_____

Address: _____

Contact Person: _____ Phone Number: _____

Email: _____

RE: CDBG PROJECT NAME and YEAR: _____

Contractor/Subrecipient Name: _____

Payment Req. #: _____ Request Total: _____

OCD Share: _____ Municipal Share: _____

NOTE: The requirement to submit hard copies is no longer in effect. All voucher submissions will be accepted electronically as a scan of all required original documents going forward. Electronic submissions are preferred, hard copies will still be accepted.

Check to be sure you have included the following along with this payment request:
_____ ORIGINAL completed VENDOR/CLAIMANT'S CDBG PROJECT CERTIFICATION FORM.
_____ Town/village voucher is signed by Vendor; Approved and Signed by Supervisor/Mayor and initialed by Town/Village Board authorizing payment upon receipt of CDBG funds.
_____ Attach **original** Contractor Payment Request form (AIA or other approved form):

a. Check and verify dollar Amounts;
b. Engineer/Architect must approve payment and sign in designated spot;
c. Contractor's signature must be notarized;
d. Amount of Payment Request must agree with Town/Village Voucher; and
e. Any fully executed change orders, if applicable, must be attached.
f. All required labor compliance forms are included (monthly employment utilization/weekly subcontractor

Force Account Payment Requests Only:
_____ material/equipment purchases only - submit original receipts
_____ material/equipment purchases only - sign Vendor invoice "received".
_____ For reimbursement of labor only - submit certified payroll, duty logs and/or schedules, summary sheet indicating number of hours, hourly rate and total amount requested from CDBG and amount to be paid from other sources.

EXHIBIT 5

Exhibit 5 includes the following attached Insurance Certificates:

INSURANCE REQUIREMENTS

New York State and County of Orange have outlined the requirements listed below for all municipal agreements, cooperation agreements and amendments that are executed in connection with the Community Development Block Grant Program (through the office of Community Development).

Important Note: Risk Management Department will not approve any municipal agreement or amendment for signature without the proper insurance certificates. In order to avoid any delays in the implementation of your CDBG project, please submit all insurance certificates in the proper format with your signed Municipal Agreement.

Thank you for your cooperation!

CERTIFICATE OF LIABILITY INSURANCE:

Acceptable certificates will include the following language and shall comply with the limits and terms contained in municipal grant agreements, cooperation agreements or agreement amendments.

a. In the "Description Box" of the Certificate- "The County of Orange", c/o Office of Community Development is named as Additional Insured. The (municipality's name), shall have no right to recovery or subrogation against the County of Orange (including its employees and other agents and agencies)."

b. In the "Certificate Holder" Box of the Certificate- "The County of Orange", c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924

CERTIFICATE OF WORKERS COMPENSATION:

a. Form C-105.2/Form U-26.3 or

b. SI-12 or GSI-105.2

CERTIFICATE OF DISABILITY BENEFITS INSURANCE:

a. Form DB-120.1 or

b. DB-155

WORKERS COMPENSATION AND DISABILITY EXEMPTIONS:

Municipalities exempt from Workers Compensation and/or Disability Benefits Insurance Coverage must submit "Certificate of Attestation of Exemption" Form CE-200.

Please contact your Insurance Agent with any questions on the required forms.

EXHIBIT 6

QUARTERLY PROJECT PROGRESS REPORT
CDBG MUNICIPAL PROGRAM

SUBMIT REPORT TO: Project Manager – awalag@orangecountygov.com

MUNICIPALITY: _____ **SUBRECIPIENT:** _____

PROJECT/ACTIVITY NAME: _____ **FUND YEAR:** _____
(* Please complete a separate report for each open project. Thank you.)

NAME: _____ **DATE REPORT PREPARED:** _____
(of person most familiar with information in this report.)

TELEPHONE #: _____ **E-MAIL:** _____
(of person completing this report) (of person completing this report)

REPORT FOR THE PERIOD OF_____ **, 20**____ **TO** _____**, 20**____
(Month /Day) *(Month/Day)*

1. List below the anticipated milestones that were to have been achieved this quarter (reference Exhibit 3):

2. Describe the milestones that were actually achieved this quarter:

3. Provide any updates relevant to the anticipated completion date (Was the projected timeline accurate? Do you anticipate needing an extension? etc.)

EXHIBIT 7

Attached Council/Board Resolution for Certification of Authority

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS
(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
_____

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes
If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Instructions for Completing the Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your bid or proposal to the County agency conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf .

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, 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.

_____
DATE

_____
SIGNATURE

_____
BUSINESS NAME

_____
NAME

TITLE_____

NON-COLLUSION CERTIFICATION

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

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

(b) A Bid shall not be considered for award nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1) of this certification.

Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by an Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subparagraph (a)(1) of this certification, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Bid.

_____
DATE

_____
SIGNATURE

_____
NAME

_____
TITLE

_____
BUSINESS NAME

SCHEDULE A

2 CFR Part 200 Contract Requirements for HOME and CDBG Contracts

(A) Contracts for more than the simplified acquisition threshold currently set at 250,000.00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, **must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
1. Termination of Contract for Cause and 2. Termination for Convenience of the Public Body.

See Article VI (G) 24 of the County of Orange Community Development Block Grant Program Municipal Agreement For FY-2018.

(C) **Equal Employment Opportunity.** (applicable to all construction contracts over $10,000)
During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Body setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(D) **Davis-Bacon Act**, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a

provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Attach HUD form 4010 Federal Labor Standards Provisions

(E) **Contract Work Hours and Safety Standards Act** applicable to contracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) **Clean Air Act** (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of $150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

d. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

(H) **Debarment and Suspension** (Executive Orders 12549 and 12689)
A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use www.SAM.gov

(I) **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Attachment 10B – Certification

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

(K) **Section 3 of the Housing and Urban Development Act of 1968** (12 U.S.C. 1801 u).
This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Reference: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO
Supervisor

845-564-4552
Fax: 845-566-9486
e-mail: supervisor@townofnewburgh.org

25 April 2019

Ms. Sheri Fogelman
Office of Community Development
Orange County
40 Mathews Street Suite 307A
Goshen, New York 10924

REFERENCE: COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION (FY-2020)

Dear Committee Members:

I am writing this letter in support of the Town's application for the above referenced program. We have identified a work area where improvements are needed and your support, via a grant, is desired.

The work area will be an upgrade to the Roseton Hills Wastewater Treatment Facility. The proposed improvements include the replacement of the influent communitor with a screenings removal system, new controls for the equalization tank and use of hydrated lime to boost alkalinity. The Sewer District is proposing other improvements that will levy a significant tax burden to these homeowners in the low- mod income tract. As such, the Town is seeking financial assistance to help provide a much needed project in this community that will reduce the overall financial impact of the project. If the Town is successful with this application and the Ranking Committee elects to fully appropriate the funds, the Town of Newburgh will be able to proceed with the project.

We appreciate any consideration that you can give to this application and believe that the work, as outlined, will provide much needed wastewater treatment facility upgrade in a low income area of our Town.

If you need any further information please let me know.

Very truly yours,

Gilbert Piaquadio
Supervisor

Enclosure

Steven M. Neuhaus
County Executive

OFFICE OF COMMUNITY DEVELOPMENT

Nicole Andersen, Director
18 Seward Avenue – 1st Floor
Middletown, New York 10940
Tel: (845) 615-3820 · Fax: (845) 344-1629
Email: CommDev@orangecountygov.com

February 22, 2019

Dear Urban County Consortium Member:

We are pleased to announce the start of the FY-2020 Community Development Block Grant (CDBG) Municipal Grant Application process. The application will only be transmitted via email and is also available on the Community Development website at https://www.orangecountygov.com/192/Community-Development. Please feel free to share the information with any other interested party.

Enclosed with this letter is the FY-2020 CDBG Program Year Calendar. Please take a few moments to review all important deadline dates as several key dates have been changed. Any municipality that submits an application for funding must hold a public hearing to inform citizens of the opportunity to apply for federal funding, review its community development needs, and obtain citizen input, particularly from low to moderate income persons, on which activities should be included in funding proposal and application, and authorize the Municipal Official to submit an application. All municipal applications are to be submitted to the Office of Community Development (OCD) no later than 4:00 PM, Friday, April 26, 2019.

At least one representative from the Applicant/Municipality must attend a **MANDATORY Application Workshop on Thursday, March 21, 2019 from 9:30 a.m. to 12 noon at the Orange County Emergency Services Center**, Classroom 2, 22 Wells Farm Road, Goshen, NY. There can be no exceptions to the application deadline or attendance at the meeting. As ***there are many changes to the application process this year***, we suggest that the Municipal Official, Primary Contact, Project Manager and Engineer (if applicable) attend. To register, e-mail a list of Attendees with their Contact Information to jsatenberg@orangecountygov.com, by **March 1, 2019**.

Substantial Amendment to 2018 Action Plan
OCD is preparing a Substantial Amendment to the 2018 Action Plan for the purposes of reprogramming and expending unused CDBG funds from prior years. We are reviewing all 2018 and 2019 applications (including those that were not funded) as well as a few applications from municipalities wishing to reprogram their awarded but unused grants from 2017. If you have a project that is capable of being bid by May 2019 (if applicable) and substantially completed by September 2019, please reach out to Nicole Andersen, Director of Community Development at (845) 615-3819 to discuss the project.

Thank you for your continued interest in this important program and we look forward to assisting you with your FY-2020 municipal application. If you have any questions, please do not hesitate to contact me at (845) 615-3819 or nandersen@orangecountygov.com.

Sincerely,

Nicole Andersen
Nicole Andersen
Director of Community Development

ORANGE COUNTY OFFICE OF COMMUNITY DEVELOPMENT
FY-2020 PROGRAM YEAR CALENDAR

February 22, 2019	FY-2020 CDBG Application E-Mailed to Supervisors/Mayors and posted on web FY-2020 HOME Application E-Mailed to Contact List and posted on web
Mid-March 2019	Receive Notice from HUD of final 2019 CDBG, HOME and ESG Entitlement
March 21, 2019 (Thursday) 9:30a.m. to 12 noon – CDBG 1 p.m. to 2 p.m. – HOME	Application Workshops at the Orange County Emergency Services Center, 22 Wells Farm Road, Goshen, NY **MANDATORY for Applicants**
March 25, 2019	Publish Legal Notice – Public Hearing #1
March 29, 2019 (Friday)	Deadline for Applicants to submit CDBG and HOME FY-2020 Project Eligibility Determination Request for review by OCD (optional)
April 3, 4, and 5, 2019 April 3, 2019 at 3:30 and 5 p.m. April 5, 2019 at 12 noon	Five-Year Housing and Community Development Consolidated Plan Focus Groups Public Hearing #1 for the Five-Year Consolidated Plan and FY-2020 Action Plan Mayors and Supervisors Luncheon/presentation regarding Con Plan Orange County Emergency Services Center, 22 Wells Farm Road, Goshen, NY
April 26, 2019 (Friday)	CDBG and HOME Applications Due to OCD Office by 4:00 p.m.
April 29 – May 10, 2019	OCD Staff Review and Ranking of CDBG and HOME Projects
May 16 and 23, 2019	CDBG Advisory Committee Site Visits (Tentative)
Early June 2019	CDBG Advisory Committee Ranking Meeting (9:30 AM)
July or August 2019	County Executive Review of CDBG and HOME Advisory Committee Recommendations
August 30, 2019 (Friday)	Request Resolution from Legislature to Submit FY-2020 Action Plan and Five-Year Housing and Community Development Consolidated Plan to HUD
September 18, 2019 (Wed.) September 23, 2019 October 1-31, 2019	Send ad to newspaper(s) Publish Notice – Public Notice of Display Period and Public Hearing #2 Start 30-Day Public Comment Period
October 25, 2019 (Friday)	Education & Economic Development/Legislative Committee
October 24, 2019	Public Hearing #2 at the Orange County Emergency Services Center, 22 Wells Farm Road, Goshen, NY at 5:00 p.m. Public Comment on all Proposed Activities in FY-2020 Action Plan
November 7, 2019	Legislative Approval to Submit FY-2020 Action Plan to HUD
November 13, 2019	Submit FY-2020 Action Plan to HUD
November 2019	FY-2020 CDBG Anticipated Award letters mailed to Municipalities FY-2020 HOME Anticipated Award letters mailed to Awardees
January 1, 2020	Begin FY-2020 Program Year - HUD Approves FY-2020 Action Plan

These dates are tentative and are subject to change. Notice of actual hearing dates, proposed and final plan adoption, and related public comment periods will be published in the Times Herald Record and on the OCD website: https://www.orangecountygov.com/192/Community-Development

Program Fiscal Year 2020
Orange County Urban County Consortium
Community Development Block Grant (CDBG) Application

******CDBG Applications must be submitted to the Orange County Office of Community Development no later than 4:00 p.m. on Friday, April 26, 2019******

This program is funded and regulated at the federal level by the U.S. Department of Housing and Urban Development (HUD) and administered locally by the Orange County Office of Community Development. The CDBG Program provides annual grants on a formula basis to Entitlement Communities to support viable communities by providing decent housing, suitable living environments and expanded economic opportunities to benefit people with low to moderate incomes. No more than 15% of CDBG funds for any fiscal year may be used for public service activities. The Orange County Urban County Consortium anticipates receiving approximately **$1.6 million** from the US Department of Housing and Urban Development (HUD) for the Fiscal Year 2020 (January 1, 2020 – December 31, 2020) Community Development Block Grant (CDBG) Program of which, approximately $1,000,000.00 dollars are to be distributed to member municipalities. CFDA # 14.218, 24 CFR Part 570. The Community Development Program is now beginning its 36th year of operation in Orange County. To date, **$71,681,472** has been made available to the County and participating communities.

Projects must serve Orange County residents with low to moderate incomes. Census data and Municipal maps depicting the low-moderate income areas in each of the participating municipalities is provided on the Orange County Office of Community Development website: (**https://www.orangecountygov.com/192/Community-Development**).

Substantial Amendment to 2018 Action Plan

OCD is preparing a Substantial Amendment to the 2018 Action Plan for the purposes of reprogramming and expending unused CDBG funds from prior years. We are reviewing all 2018 and 2019 applications (including those that were not funded) as well as a few applications from municipalities wishing to reprogram their awarded, but unused grants from 2017. If you have a project that is capable of being bid by May 2019 (if applicable) and substantially completed by September 2019, please reach out to Nicole Andersen, Director of Community Development at (845) 615-3819 to discuss the project.

CDBG Application and Process for FY 2020:

Technical Assistance

At least one representative from the Applicant/Municipality's must attend a **MANDATORY Application Workshop on Thursday, March 21, 2019 from 9:30 a.m. to 11:30 a.m. at the Orange County Emergency Services Center**, Classroom 1, 22 Wells Farm Road, Goshen, NY. OCD will give an overview of the program, provide application assistance and answer any questions. There can be no exceptions to the application deadline or attendance at the meeting. As ***there are many changes to the application process this year***, we suggest that the Municipal Official, Primary Contact, Project Manager and Engineer (if applicable) attend. To register, e-mail a list of Attendees with their Contact Information to jsatenberg@orangecountygov.com, by **March 1, 2019**.

Conceptual Project Applications for FY-2020 will be reviewed up until March 29, 2019. Contact Nicole Andersen, Director of Community Development at (845) 615-3819 or nandersen@orangecountygov.com to have your application reviewed or to discuss potential projects for eligibility. Staff is available to provide technical assistance during the application process and implementation.

All applicants must be available to provide a tour/overview of their project on May 16 or May 23, 2019 and are welcome to present their project at a public hearing on April 3, 2019 at the Orange County Emergency Services Center, 22 Wells Farm Road, Goshen, NY. Applicants will be notified of the date and time for their tour. A second public hearing will be held October 24, 2019 at 5 p.m. at the Office of Community Development.

Project Award
Only one (1) application per applicant is allowed per year, except that a second eligible application may be submitted for an eligible housing activity. Housing activities require a separate application.

There is a minimum application amount of $25,000 and a maximum of $125,000 for projects that are to be completed within one (1) year. If you have a project requiring more than $125,000 that will be a multi-phase, multi-year project, you may apply for up to $375,000. If an applicant is awarded more than $125,000 for a project, that applicant will be ineligible to apply again for three years. Should project costs increase post-award, the grant award will not be adjusted upward. Matching funds are not required but recommended.

Project Term Completion Date
Once all conditions of award are met (see Successful Applicant Requirements below) and a contract is executed with the County, **project must be completed within 12 months from the Notice to Proceed date**. OCD will monitor the progress of project work and will recapture awarded funds if significant progress is not made.

Eligible Applicants and Project Benefit Area
CDBG funds are available through the Orange County Urban County Consortium for all municipalities in Orange County which have elected to be a member of the consortium. The following municipalities have elected not to participate in the County's program and therefore projects that primarily serve these communities generally are not eligible: City of Newburgh, City of Middletown, City of Port Jervis, Town of Palm Tree, and Village of Kiryas Joel. Eligible Municipalities may also apply on behalf of a Non-Profit Subrecipient.

Application Requirements

- The CDBG application requires an approval by the governing body (municipal or non-profit) and must be signed by the Supervisor, Mayor, Village Manager, or an authorized representative of the non-profit applicant. Applications **must be discussed at a public hearing. Submit notice of hearing and minutes showing the action and provide a copy of the resolution. A sample is included for use.**
- Renovation or construction of buildings used for the general conduct of government (Town or Village Halls or Office buildings or garages) is **NOT** an eligible activity, **except for handicap accessibility** in compliance with ADA requirements.
- **Current Cost Estimate** prepared by an individual knowledgeable in the preparation of such estimates, using federal construction requirements, including, but not limited to, Federal wage rates MUST be included with application.
- **Incomplete applications will NOT be considered for funding.** Be sure to complete all sections of the application and provide all requested documentation.
- **DUNS Number:** § 200.32 Data Universal Numbering System (DUNS) number. DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. A non-Federal entity is required to have a DUNS number in order to apply for, receive, and report on a Federal award. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at http://fedgov.dnb.com/webform).
- **Registration on** www.sam.gov is required by HUD for all entities in order to receive CDBG funding. Proof of registration along with CAGE code is required at the time application. ***Register as soon as possible.
- **Fair Housing Resolution** - Orange County takes fair housing responsibilities very seriously. All participating municipalities must adopt the attached draft municipal resolution that reinforces the municipality's commitment to federal and state fair housing regulations and post the Fair Housing Notice (note attached) on the website.

Project Selection Process and Scoring of Applications
The County's CDBG Program is funded by the Federal government. Federal laws, regulations and guidance supersede County policies and procedures in any case where they conflict.

Applications are reviewed for completion. Applications that lack required items or contain technical errors will be notified by email and given ten (10) calendar days to correct the error. Failure to submit the missing items by the deadline will result in ineligibility.

Members of the CDBG Advisory Committee are appointed by County Executive to review applications and make project and funding allocation recommendations. Applicants might be asked to give a tour of the project or a presentation to the Committee as part of the process. Committee recommendations are published in draft form and public comment is invited prior to a public hearing. The County Executive makes the final project award selections for submission in the form of a One-Year Action Plan, which HUD must approve before final award Agreements are executed. Projected timelines for these activities are in the Community Development Annual Calendar; however, the exact dates are subject to change. CDBG funding payments to grant recipients will be negotiated and detailed in the final award Agreements and the new program year begins January 1, 2020.

In selecting projects for funding this year, Orange County will consider the following factors:

- Attendance of applicant representative at CDBG Application Workshop
- Submission of application by due date
- Completeness of application and inclusion of all required attachments
- Detailed project description
- Project eligibility
- Demonstration of the project's ability to meet a national objective in assisting individuals with low and moderate incomes
- How does the project support viable communities by providing decent housing, suitable living environments and expanded economic opportunities to benefit people with low to moderate incomes?
- Project can be completed within a reasonable time frame of one year
- Amount of Community Development dollars per low to moderate income beneficiary
- Reasonableness of Costs and a budget that reflects fiscal prudence and a readiness to proceed - Is there a logical justification for all expenses in the budget? Is there an explanation for each budget line that clearly supports the applicant's need for financial resources to achieve project outcomes? Does the proposal describe how the grant recipient will monitor expenditures during the life of the project to ensure that the project stays on schedule and within budget?
- Sound administrative infrastructure and capacity, including demonstration of project planning, administrative structures, turnover in staff, weaknesses identified in prior onsite or offsite reviews, and audit or financial statement findings in management letters
- Past performance on prior CDBG funded projects - Consideration may be given to how timely an applicant completed previous projects, including its reporting requirements; how successful it was in outreach, especially to minority- and woman-owned businesses; the ongoing upkeep and maintenance of the funded project; and its cooperation in inspections, monitoring, and other activities.

Successful Applicant Requirements

Successful applicants are advised NOT to begin work until a project contract with the County of Orange has been fully executed and written notice to proceed from the Office of Community Development has been issued. Proceeding without advance OCD approval will jeopardize grant reimbursement. Certain conditions of award must be met to the satisfaction of OCD before a contract can be executed with the applicant/grantee including environmental and historic preservation reviews (including archeological review) and documentation of all necessary approvals to undertake the project.

Project costs are eligible for CDBG funds only if the specified work meets HUD and Orange County Office of Community Development standards and the expenditures are made in compliance with federal, state and county requirements. Failure to comply with these requirements could jeopardize full eligibility for payment of project costs. Requirements include:

- Pursuant to Article 15A of the Executive Law, Minority and Women-owned Business Enterprises/Equal Employment Opportunity, grant recipients will be required to solicit MWBEs before commencing work and to document efforts involving MWBEs during the project term.
- Municipalities must comply with General Municipal Law Sections 103 (competitive bidding) and 104-b (procurement policies and procedures). Not-for-profit corporations must follow procurement policies that ensure prudent and economical use of public money.
- All projects on property eligible or listed on the National or State Registers of Historic Places must be satisfactorily documented so that the State Historic Preservation Office can ensure work was done in conformance with the Secretary of the Interior Standards.
- For any project involving ground disturbance (trenching, grading, demolition, new construction, etc.), prior ground disturbance documentation or an archeological investigation will be required.
- Any permits required from agencies such as the NYS Department of Environmental Conservation (DEC) or the US Army Corps of Engineers (COE) must be filed with the State before construction begins.
- The Office of Community Development must accept/approve plans and specifications, bid documents, competitive bidding procedures, and Forced Labor Utilization Plans.
- Federal wage rates (Davis-Bacon Act) apply to all CDBG funded construction or renovation projects.
- Office of Community Development staff will conduct periodic inspections, including a final inspection of the project, and may conduct post completion inspections as warranted to ensure the public benefit is maintained.

Thank you for considering the submission of an application to the Orange County Community Development Block Grant Program. We look forward to working with you to ensure a successful year of grant applications. Please do not hesitate to contact our office with any questions concerning the enclosed grant application:

Orange County Office of Community Development
40 Matthews Street, 3rd Floor, Goshen, NY 10924
Telephone: 845-615-3820 - e-mail: CommDev@orangecountygov.com
https://www.orangecountygov.com/192/Community-Development

FY-2020 Orange County CDBG Application Required Checklist

The following documentation is required. Applications lacking these attachments (or an acceptable explanation) are considered incomplete, and may cause the application to be deemed ineligible, or adversely affect the rating points. To check a box, Double click on each box and click "checked"

☒	**Incomplete applications will not be accepted.** Prepare the FY 2020 CDBG application in a clear, comprehensive and concise manner. Answer ALL questions.
☒	**Submit One (1) single sided application with original signatures** via mail or in person to the Office of Community Development, 40 Matthews Street, 3rd Floor, Goshen, NY 10924 **by April 26, 2019 @ 4 p.m. Please, no staples, binders, hole punches, or presentation folders.**
☒	**E-mail One (1) PDF** electronic copy **of the original complete Application** to jsatenberg@orangecountygov.com. In addition, submit the narrative as a Word Document.
☒	**Provide an area map noting the project location and boundaries of the service area that will directly benefit from the project**. Use census maps and/or info from the Office of Community Development website: (https://www.orangecountygov.com/192/Community-Development) Note street names/ landmarks for ease of identification. Applicants should submit a color printout of the site/service area map and email the map as a PDF or JPG.
☐	**Letters of Commitment and/or written agreements from funding sources and with partners**
☒	**Provide current Architect and/or Engineer's cost estimates,** as applicable. All applications proposing construction activities MUST include a current cost estimate prepared by an individual knowledgeable in the preparation of such estimates, using federal construction requirements, including Federal Davis-Bacon wage rates.
☒	**Photographs as JPGs** of project site and surrounding area documenting current conditions. Include photos of any structures more than 50 years old within or immediately adjacent to the project area. Provide views to these features from the project site, as well as views of the project site from them.
☒	**Public Participation: Resolutions of governing body authorizing Application and Fair Housing Resolution (**must contain the language referenced in Exhibits "E" and "F") and evidence of presentation at public hearing (Public hearing notice with date of publication, minutes, and resolution approving submission of the application).
☐	Environmental Assessments, SHPO Review, Flood Plain Map and Topographic Map, if readily available. These can be submitted after project approval.
☐	For Slum & Blight Projects only- Slum and Blight Study less than 10 years old with Building Conditions Survey and Resolution adopted by governing body.
	IF MUNICIPALITY IS APPLYING ON BEHALF OF A NON-PROFIT ORGANIZATION:
☐	Resolution from Non-Profit Board of Directors authorizing grant application
☐	Most recent 990 and Audit with Financial Statements
☐	Copy of Non-Profit 501(c)(3) Certificate from IRS and Executed W-9 Form
☐	List of Board of Directors with address and professional and volunteer affiliations
☐	Organizational Budget, Program/Project Budget and Matching Funds Documentation
☐	Articles of Incorporation/Bylaws
☐	Organizational Chart with resumes of Project Manager and Key Staff assigned

APPLICANT INFORMATION AND PROJECT ABSTRACT FOR FISCAL YEAR 2020			
1.	Project Name (must be different from prior submissions): Roseton Hills Sewer District- Wastewater Treatment Plan Improvements		
2.	Eligible CDBG Activity (See Exhibit A): 3) Acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements, except buildings for general conduct of government. Eligible facilities include those facilities that provide an eligible public service and are functional during regular business hours (M-F, 9-5) such as senior citizen centers, homeless shelters, nursing homes, domestic violence shelters, and residential or program sites for adults with severe disabilities.		
4.	Legal Name of Applicant (Municipality): Town of Newburgh		
4a.	Municipal Official (Name and Title): Gilbert Piaquadio		
4b.	Principal Contact Person at Municipality (Name, Title and Email): Gilbert Piaquadio, Town Supervisor, supervisor@townofnewburgh.org		
4c.	Mailing Address: 1496 Route 300, Newburgh, NY 12550		
4d.	Phone #: 845-564-4552	4e.	Fax #:
4f.	Federal Tax ID # (EIN): 14-6002330	4g.	DUNS #: 030464481
4h.	Attach www.SAM.gov Proof of Registration	4i.	CAGE Code: 87H52
5.	Is the Municipality applying on behalf of a Non-profit subrecipient? (Yes or No) No		
	Only fill out Question 6 if applying on behalf of Non-Profit Subrecipient:		
6.	Legal Name of Non-Profit Subrecipient:		
6a.	Authorized Contact Person at Non-Profit Subrecipient (Name, Title and Email):		
6b.	Mailing Address:	6c.	Phone #: Fax #:
13.	CDBG funds requested (minimum $50,000 ($25,000 for public services), no max): $ 203,500		
14.	Funds committed from other sources: $ 86,250		
15.	Total project cost (Line 13 + Line 14): $ 289,750		
16.	Location of proposed project: (For purposes of GIS mapping, please provide a **specific, US Post Office recognized address in or near the project site** – i.e.: 132 Main St. Please do not provide a range or intersection. Also include the Tax Parcel ID Number(s) associated with the project location) SBL: 9-1-45.1 808 Cortland Drive Newburgh, NY 12550		

Certification by the Authorized Representative of the Municipality and Non-Profit Subrecipient (as applicable)

By signing below, under penalty of perjury, you certify that you are authorized on behalf of the applicant and its governing body to submit this application. You further certify that all of the information contained in this Application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving assistance for the project described in this application, are true, correct and complete to the best of your knowledge and belief. You acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.
You further certify that the information given herein is true and correct in all respects for the Municipality/Non-Profit Subrecipient applying for funding, presently and for the past five years:

- the Municipality/Non-Profit Subrecipient is not a party to any litigation or any litigation is not pending or anticipated that could have an adverse material effect on the Municipality/Non-Profit Subrecipient's financial condition;
- the Municipality/Non-Profit Subrecipient does not have any contingent liabilities that could have a material effect on its solvency;
- the Municipality/Non-Profit Subrecipient, its affiliates or any member of its management or any other concern with which such members of management have been officers or directors, have never been involved in bankruptcy, creditor's rights, or receivership proceedings or sought protection from creditors;
- the Municipality/Non-Profit Subrecipient is not delinquent on any of its state, federal or local tax obligations;
- No principal, officer of the Municipality/Non-Profit Subrecipient, owner or majority stockholder of any firm or corporation, or member of the management has been charged or convicted of a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment, or the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for: (i) any business-related activity including, but not limited to, fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, where the underlying conduct relates to truthfulness, including but not limited to, the filing of false documents or false sworn statements, perjury or larceny;
- the Municipality/Non-Profit Subrecipient or any of the Municipality/Non-Profit Subrecipient's affiliates, principal owners or Officers has not received a violation of State Labor Law deemed "willful";
- the Municipality/Non-Profit Subrecipient or any of its affiliates has never been cited for a violation of State, Federal, or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution or other operating practices;
- there are not any outstanding judgments or liens pending against the Municipality/Non-Profit Subrecipient other than liens in the normal course of business;
- the Municipality/Non-Profit Subrecipient or any of its affiliates, principal owners or officers the Municipality/Non-Profit Subrecipient has not been the subject of any judgments, injunctions, or liens including, but not limited to, judgments based on taxes owed, fines and penalties assessed by any governmental agency, or elected official against the Municipality/Non-Profit Subrecipient;
- the Municipality/Non-Profit Subrecipient or any of its affiliates, principal owners or officers the Municipality/Non-Profit Subrecipient has not been investigated by any governmental agency,

including, but not limited to, federal, state and local regulatory agencies;

- the Municipality/Non-Profit Subrecipient or any of its affiliates, principal owners or officers the Municipality/Non-Profit Subrecipient has not been debarred from entering into any government contract; been found non-responsible on any government contract; been declared in default ore terminated for cause on any government contract; been determined to be ineligible to bid or propose on any contract; been suspended from bidding on any government contract; received an overall unsatisfactory performance rating from any government agency on any contract; agree to a voluntary exclusion from bidding or contracting on a government contract;
- the Municipality/Non-Profit Subrecipient or any of its affiliates, principal owners or officers the Municipality/Non-Profit Subrecipient has not failed to file any of the required forms with any government entity regulating the Municipality/Non-Profit Subrecipient.

*Note: If any of the statements above are not true, in addition to signing your name, also include an explanation, indicating which issue you are addressing.

If this grant application is awarded funding, the _____ (Municipality/Organization) agrees that:

- Successful applicants will be required to sign a contract with the County, which will state all the requirements to be placed on the applicant.
- CDBG funds will only be used toward eligible project costs.
- The proposed project will be complete within 24 months from project award.
- In the event that US HUD should determine that CDBG funds were improperly spent, and that money should be reimbursed to the U.S. Treasury, the Applicant will be responsible for this reimbursement.
- The Applicant is currently registered at http://sam.gov and the registration will be updated as necessary.
- Applicant must comply with 2 CFR Part 200.302 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Applicant must comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein. The program must be administered in conformance with 2 CFR Part 200, Subpart E, "Cost Principles." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- Financial records, support documentation, statistical records, and all other records pertinent to demonstrate compliance with CDBG regulations for all funding shall be retained for a period of five years following completion of project/activity. The records will be subject to review by the Orange County Office of Community Development and the United States Department of Housing and Urban Development (HUD).
- In accordance with 2 CFR Part 200, the federal government requires that Applicants expending $750,000 or more in federal financial assistance in a fiscal year must secure an audit. Agencies spending $750,000 or more must choose one of the following ways of meeting this requirement and state which method they choose: If the Applicant already conducts audits of all its funding sources including CDBG, the Applicant must submit a copy of its most recent audit, and may, at its discretion, include the CDBG portion of the audit cost in its CDBG project budget. OR If the Applicant already conducts audits of its other funding sources but has neither received nor included CDBG in the past, the scope of the audit would be modified to incorporate CDBG audit requirements. The associated cost of the augmentation could then be included in the CDBG project budget, accompanied by the auditor's written cost estimate.
- All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open free competition. Required bonding and bid guarantees will be in place prior to the execution of a contract to award the funds.
- Applicant will be required to provide annual reports stating the total number of people served, including their ethnic origin, and whether they are female heads of household. These figures are

required to be reported by US HUD.

- Non-profit Applicants must have 501(c)(3) status for at least one full year and at least one (1) full year of operating experience directly related to the proposed activity or have principal staff with such experience. Non-profits must also have a volunteer Board of Directors of not less than five (5) unrelated members which meet at least 4 times a year.
- The Applicant shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves or others.
- The Applicant complies with Generally Accepted Accounting Principles and all expenditures must have adequate documentation prior to being paid.
- All materials submitted shall become public records retained by Orange County
- The Applicant has a personnel policy manual with an affirmative action plan and grievance procedure.
- No person, on the basis of race, color, national origin, sex, gender identity, familial status, religion, disability, age, veteran status, or any other characteristic protected under applicable federal, state, or local laws should be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the program or activity funded in whole or part by CDBG funds. The Applicant agrees to furnish copies of applicable policies and procedures upon request.
- Employment made by or resulting from CDBG funding from Orange County shall not discriminate against any employee or applicant on the basis of disability, age, race, color, religion, sex, or national origin.
- Applicant will be required to obtain written proof of income of each person or household which you assist, unless the clients are abused children, battered spouses, elderly persons, handicapped persons, homeless persons, illiterate persons, or migrant farm workers.
- Applicant must have a written policy designed to ensure the facilities are free from the illegal use, possession, or distribution of drugs or alcohol.
- If any income is derived from the activities funded by CDBG, that income must be returned to Orange County as program income.
- None of the funds, materials, property, or services provided directly or indirectly under CDBG funding from Orange County shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- The Applicant will comply with requests regarding liability insurance coverage, fidelity bond coverage for principal staff who handles the agency's accounts, and payment of payroll taxes and worker's compensation as required by Federal and State laws.
- If any project costs, regardless of their funding source, are incurred prior to the CDBG award date and the approval of the Request for Release of Funds by HUD, the entire project may be deemed ineligible for CDBG funds.
- Authorization to request funds: I acknowledge the statements above and certify the information contained in this application is true and correct. I further understand material omission or false information contained in this application constitutes grounds for disqualification.
- The Applicant hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal fund for this federally assisted project, if approved for funding. Also the Applicant gives assurances and certifies with respect to the grant that if approved, the grant will be conducted and administered in compliance with:
- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. Section 2000 d et seq.);
- Title VIII of the Civil Rights Act of 1968, as amended (Pub. L. 90-284; 42 U.S.C. Section 3601 et seq.);
- Section 109 of the Housing and Community Development Act of 1974, as amended;
- Section 3 of the Housing and Community Development Act of 1968, as amended;
- Executive Order 11246, as amended by Executive Orders 11375 and 12086;
- Executive Order 11063 as amended by Executive Order 12259;
- The Age Discrimination Act of 1975, as amended;

- Section 504 of the Rehabilitation Act of 1973, as amended;
- The labor standards requirements as set forth in 24 CFR Section 570.605 and HUD implementing regulations;
- Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
- The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973;
- All other applicable State and Local requirements.
- No member, officer, or employee of the Grantee, or its designees or agents, who exercises any functions or responsibilities with respect to the program during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in contract or subcontract, or the proceeds
- thereof, for work to be performed in connection with the program assisted under this grant, if approved;
- Applicant will comply with the provisions of the Hatch Act which limits political activities of employees (Chapter 15, Title 5, United States Code);
- Applicant will comply with the lead-based paint notification, inspection, testing, and abatement requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC 4801 et seq.)

Applicant/Municipality Signature: _____ Date: 4-25-19

Authorized Representative Name and Title:

Non-Profit/Subrecipient Signature: _____ Date: _____

Authorized Representative Name and Title:

CDBG ELIGIBLE ACTIVITIES – SEE APPENDIX A FOR DETAILS

1. Place an X in **one** of the following boxes that describes your proposed activity.
   To check a box, double click on the box and click "checked"

Public Facilities:

- ☐ Streets, curbs, sidewalks
- ☒ Storm and sanitary sewers
- ☐ Water lines
- ☐ Parks
- ☐ Community centers, senior centers
- ☐ Parking lots
- ☐ Fire Stations
- ☐ Other, specify_____

Public Services:

- ☐ Child care
- ☐ Recreation programs
- ☐ Public safety services
- ☐ Services for senior citizens
- ☐ Addiction counseling
- ☐ Services for severely disabled adults
- ☐ Health care
- ☐ Education programs
- ☐ Fair housing activities
- ☐ Services for homeless people
- ☐ Energy conservation counseling and testing
- ☐ Other, specify _____

Other:

- ☐ Acquisition
- ☐ Demolition
- ☐ Housing Rehabilitation
- ☐ Homeownership assistance (down payment and closing costs)

INELIGIBLE ACTIVITIES – Adapted from 24 CFR Part 570.207

- Funds spent on buildings for the general conduct of government, except for the removal of architectural barriers
- General government expenses
- Lobbying and Political activities
- Purchase of equipment is generally ineligible
- Furnishings and personal property are generally ineligible
- Impact fees associated with construction activities
- Maintenance and operating expenses without providing a service is ineligible
- May not be used to guarantee mortgage financing directly and grantees may not provide such guarantees directly; and
- CDBG funds may not be used to provide income payments such paying for a tenant's rent or a household's mortgage.

US HUD CDBG STATUTORY OBJECTIVE JUSTIFICATION *

SELECT HOW THE PROJECT MEETS A NATIONAL OBJECTIVE (CHOOSE #1 OR #2):

1. Activity benefitting People with Low to Moderate Income (Choose one of the options in A, B, or C)

A. LMI Service Area Benefit # People Served: 1,300 (Estimated based on number of units)

__ **Census Data** – (Please reference the **LMI Area map and data** provided on OCD webpage)

1. Service Area Census Tract/s and Block Group/s #: 010102 2
2. Total # of low/mod income (LMI) persons residing in block groups within which the service area is located: 360
3. Total # of persons residing in block groups within which the service area is located: 670
4. Percentage of low/mod income (LMI) person residing in block groups within which the service area is located: 53.73 %

**Note: Public service activities CANNOT be qualified through the Area Benefit National Objective.

B. LMC Limited Clientele | # People Served: _____

If the proposed activity is a public service or facility and exclusively serves a specific group of people with at least 51% of whom are people with low- and moderate-incomes, indicate which of the three categories of limited clientele activities best describes the activity by checking the appropriate box.

___ **Presumed benefit – Does the activity exclusively serve/benefit one or more of the populations listed below? Check all that apply (NOTE: Handicap Barrier Removal Projects should check Presumed Benefit/Severely Disabled Adults below).**

- ☐ Abused children
- ☐ Battered spouses
- ☐ Elderly persons (over the age of 62)
- ☐ Adults meeting the US Census Bureau definition of severely disabled
- ☐ Homeless persons
- ☐ Illiterate adults (not ESL)
- ☐ Persons living with AIDS
- ☐ Migrant farm workers

__ **Family size and income** – check this box if you intend to utilize household income surveys to document the size and annual income of each person receiving the benefit. Note: at least 51% of the program beneficiaries must be people whose family income does not exceed the limits summarized in **Exhibit C – National Objective Qualifiers**.

__ **Nature and location of activity** – check this box if the nature and location of the activity are such that it will be used predominantly by people with low to moderate-incomes. For example, a day care center designed to serve residents of a public housing development. Attach an explanation of how the activity meets this objective. Further documentation may be required to confirm eligibility.

C. LMH Housing | # Households Served: _____

__ Housing – check this box if you will use funds to benefit homeowners or renters with low and moderate income. Each unit must be occupied by a household with low-moderate income.

2. Activity which aids in the prevention or elimination of Slums or Blight

Buildings Rehabbed or Demolished: _____ or # of Public Facilities improved: _____

Slum/Blight Spot: Only Public Facility building rehabilitation or Demolition can be qualified as a spot blight activity.

Slum/Blight Area: Improvements to facilities in a designated Redevelopment area, Study must be less than 10 years old with Area Conditions Survey and Resolution adopted by municipal governing body is required.

CDBG PROJECT NARRATIVE

Complete the Application Narrative in a clear, comprehensive and concise manner. Answer ALL questions and include proper documentation to ensure fair consideration of your application. Write N/A for any questions that are Not Applicable to your project.

Project Description. Concisely describe the project, indicating the location, what will be planned, designed, acquired, and/or constructed, the issues/opportunities to be addressed, and expected outcomes and deliverables. Include how the project will benefit people with low to moderate income.

The Town is currently working with McGoey, Hauser and Edsall Consulting Engineers D.P.C. (MHE) for design services to consolidate the Parr Valley and Roseton Hills Sewer Districts. The proposed plan includes converting the existing Parr Valley Sewer Treatment Plant (STP) into a pump station, to transfer the flow to the Roseton Hills STP. The Roseton Hills STP and Parr Valley will need upgrades to the existing screenings removed to address flushable wipes and other material impacting the two systems. This project will help lessen the annual operation and maintenance costs of each district by eliminating one STP and widening the tax burden to the other. Additional details of the entire proposed project can be seen in the attached Map, Plan and Report prepared for the project.

How will CDBG funds specifically be used? What work will be performed, including activities to be undertaken or the services to be provided? Quantify your anticipated accomplishments (e.g. 3,275' of storm sewer, 3,000 feet of sidewalk, etc.) as a result of implementing and completing this project. (Please do not include previous or future phase project portions. In addition, do not reference past CDBG projects as a comparison measure). Make sure your quantity values match the quantity values in your budget.

- **The influent comminutor will be removed and replaced with a screenings removal system such as a model AGV1800-285 as manufactured by JWC Environmental or equal**
- **The controls of the equalization tank will be modified to ensure the level in the equalization tank does not reach levels that would create issues with the new screenings removal unit. The equalization pumps should be replaced to return them to the design flow of 104 gpm to restore capacity in the combined system.**
- **The use of hydrated lime to boost alkalinity should be evaluated in the design phase to determine if a more cost effective chemical is available.**

National Objective: Describe how you identified the area (for low mod area projects) or population (for Low mod clientele projects) that will benefit – how was the service area defined? What population will be served or what area will benefit? See previous page and Exhibit B for types of low-mod qualifiers (LMA or LMC, Spot blight or Area Blight).

The Limits of the population served are defined by the limits of the Sewer Districts. These are identified further in the Map, Plan and Report, enclosed herewith.

Americans with Disabilities Act Standards and Accessibility: Section 504 of the Rehabilitation Act of 1973 provides in part that citizens with disabilities must have access to all federally-funded services, programs, and activities. Explain how your project will meet these requirements. Will the project be located in a facility that is accessible to people with disabilities? Consider the accessible features of the building where services will be provided, such as wheelchair ramps, accessible restrooms, etc. If no, please explain valid reasoning why the improvement will not be able to be made accessible.

N/A The proposed work to be covered by this application is to the treatment process and equipment.

Explain why you consider the program to be a local priority:

The Town of Newburgh Town Board has identified the project as a priority based on the number of people in the low mod area which are impacted by the costs associated with the operation and maintenance of the Sewage Treatment Plant. The Town of Newburgh has had to form a Sewer District to purchase and now operate the Sewer Plant due to ongoing issues regarding operation and maintenance, permitting and costs to the residents of the Parr Valley and Orchard Hills Developments. Current conditions at the headworks cause substantial costs associated with maintenance and manpower. Installation of the headworks improvements will mechanize the operation and maintenance of the headworks and assist in reducing any potential permit violations. Long term costs for operation and maintenance of the facility will be reduced by the project providing benefits to the residents served by the Rosten Sewage Treatment Plant.

Expansion of Service- For Public Service Applicants only:
Has the Applicant previously received CDBG funds for the same or a similar project and to serve the same targeted special population? If yes, please explain.

No

Does the project represent an expansion of a project previously funded with CDBG? Document how CDBG funds will provide for the quantifiable increase in the level of services, or if not, why CDBG support is needed to maintain current levels of services provided. An expansion is considered to be either serving a larger number of people with low-incomes than were previously served; serving a broader geographic area than was previously served; or expansion of the number of staff dedicated to support a program.

No

Will the project be located in a CDBG-funded facility? If CDBG funds were ever involved in the original construction or in a substantial rehabilitation of the facility, answer yes.

No

Project Administration:
Please provide a list of the names/affiliations of representatives of the applicant who attended the Application Workshop. **Shawn Arnott, E.I. T., McGoey, Hauser and Edsall Consulting Engineers, D.P.C.**
Is a third party being used to complete this application such as consultant, engineer or attorney? Provide name and contact number and email address: **Shawn Arnott, E.I. T., Project Engineer** **McGoey, Hauser and Edsall Consulting Engineers, D.P.C.** **(845) 567- 3100** **sarnott@mhepc.com**
If you are a third party completing this application you must disclose your name, company and contact number and email address: **Shawn Arnott, E.I. T., Project Engineer** **McGoey, Hauser and Edsall Consulting Engineers, D.P.C.** **(845) 567- 3100** **sarnott@mhepc.com**
Describe the staff, volunteers, consultants, or board members who will be directly associated with this project/service and their responsibilities. Identify who has primary responsibility to ensure the timely procurement and completion of the project. **Jim Osborne, Town Engineer, Town of Newburgh**
FOR PUBLIC SERVICES ONLY, provide an Organizational/Departmental chart, including employee names and titles, to characterize how this activity fits into the overall organizational structure. **N/A**

PREVIOUS FUNDING: Please list all projects previously funded with CDBG funds since 2015. This is intended to capture a brief history if the applicant's experience managing CDBG-funded projects as well as to demonstrate to the reviewing CDBG Committee how well an applicant has performed on past CDBG-funded projects. Include the following for each project: (attach additional sheets as needed)
4-Digit CDBG IDIS # (if known):
Project Name:

Year of Project:

Amount of Award:

Completed on time?

Completed within budget?

Is the service still offered?

LINE ITEM BUDGET FORM – PUBLIC SERVICE PROJECTS

Name of Applicant:	Project Name:

Instructions: Please use the following format (or equivalent format in excel) to present the proposed line item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the **Budget Narrative Attachment** provide a description of other funds and volunteer and donated services/resources to be used in the project.

A Budget Item	B Calculation	C CDBG Request
PERSONNEL		
Salaried Positions – Job Titles	Provide rate of pay (hourly/salary) and percentage of time spent on project (Full-Time Equivalent) or hours per week	
Salaries Total		
Fringe Benefits		
PERSONNEL TOTAL	Total of Personnel & Fringe Benefits	
OPERATING COSTS	Provide description of how you arrive at total for each line item	
Supplies		
Equipment		
Rent/Lease		
Insurance		
Printing		
Telephone		
Travel		
Other		
TOTAL OPERATING COSTS		
CONTRACT SERVICES		
TOTAL CONTRACT SERVICES		
BUDGET TOTAL		

LINE ITEM BUDGET FORM

CONSTRUCTION/INFRASTRUCTURE/ACQUISITION/DEMOLITION PROJECTS

Name of Applicant: Town of Newburgh	Project Name: Roseton Hills Sewer District-Wastewater Treatment Plant Improvements

Instructions: Please use the following format (or equivalent format in excel) to present the proposed line item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the **Budget Narrative Attachment** provide a description of other funds and volunteer and donated services/resources to be used in the project.

A Budget Item	B Calculation	C CDBG Request
DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM		
New Screenings/ Manhole	LS $160,000	$160,000
New Equalization Pumps	LS $5,000	$5,000
Site Work	LS $10,000	$10,000
Updated Controls	LS $10,000	$10,000
Contingency	10% $18,500	$18,500
Engineering Design	LS $73,750	
Legal, Admin. Financial	LS $12,500	
BUDGET TOTAL	$289,750	$203,500

BUDGET NARRATIVE ATTACHMENT	
1.	Describe how the project will be funded and the plans to use other funds on this project. Only describe funds that have been secured including the source of funds, amounts, and how these funds will be used. Describe the use of donated goods and services with estimated value. **The project will be funded via a bond.**
2.	Explain your strategy for proceeding if the full amount of requested funding, required matching funds, and temporary financing are not secured as expected, or committed sources become unavailable. This explanation must address any proposed project phases, and both CDBG and non-CDBG sources of funds. **The project will be funded via a bond if no other sources of funding are available.**

3.	Explain how the project costs are reasonable and how the approach to the project is more effective than other possible approaches and solutions to the need. **Based on MHE's recent projects publically bid, the project costs are reasonable. The proposed project was found to be more effective than other alternatives based on environmental concerns, such as odor, design flows at each of the aging plants, etc.**

EXHIBIT "A" - CDBG BASIC ELIGIBLE ACTIVITIES

The following activities may be funded by the CDBG Program, *so long as they meet one or more of the National Objectives as described in Exhibit B.*

1. Acquisition of real property by purchase, long-term lease (15+ years), donation, or otherwise, of real property for any public purpose, subject to limitations.

2. Disposition of real property acquired with CDBG funds through a lease or donation, or otherwise; or its retention for public purposes.

3. Acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements, except buildings for general conduct of government. Eligible facilities include those facilities that provide an eligible public service and are functional during regular business hours (M-F, 9-5) such as senior citizen centers, homeless shelters, nursing homes, domestic violence shelters, and residential or program sites for adults with severe disabilities.

4. Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites.

5. Provision of public services (including labor, supplies and materials) such as those concerned with child care, health care, education, job training, public safety, fair housing counseling, recreation, senior citizens, homeless persons, drug abuse counseling and treatment, and energy conservation counseling and testing. The services must meet each of the following criteria:
   - **A service must either be new or be a quantifiable increase in the level of a service above that which has been provided with state or local funds in the previous twelve calendar months**; and
   - The total amount obligated for public services with the Orange County Annual Action Plan shall not exceed 15 % of the annual grant, plus 15% of the program income received from the previous year.

6. Removal of material and architectural barriers, which restrict the mobility and accessibility of elderly or handicapped persons to publicly and/or privately-owned buildings, facilities, and improvements.

7. Rehabilitation of privately and/or publicly owned buildings and improvements for residential purposes.

8. Rehabilitation of publicly and/or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvements to the exterior of the building and the correction of code violations.

9. Improvements to buildings to increase energy efficiency.

10. Rehabilitation, preservation, or restoration of historic properties.

EXHIBIT "B" - National Objective Qualifiers

In order to be considered as benefiting a person with low or moderate income, an activity must fall into one of the categories below.

1. **Area Benefit:** Orange County is an "exception level" community. Census areas with at least 44.69% of people with low to moderate incomes qualify for funding. The activity may also be available to all people in the area regardless of income.

2. **Limited Clientele:** To qualify under this subcategory, a limited clientele activity must fulfill one of the following tests.

   - Clientele must be one of the following groups:

   - Abused children
   - Elderly persons (over the age of 62)
   - Battered spouses
   - Homeless persons
   - Adults meeting the US Census Bureau's definition of severely disabled
   - Illiterate adults
   - People living with AIDS
   - Migrant farm workers, or

   - At least 51% of the clientele must be low-moderate income persons; or
   - The activity must be of such a nature and in such a location that it may reasonably be concluded that the clientele will be people with low-moderate incomes; or
   - The activity must serve to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults with severe disabilities; or

3. **Housing:** The activity must result in housing that will be occupied by people with low-moderate incomes upon completion. The housing can be either owner- or renter occupied and can be either one family or multi-unit structures. Rental housing must be occupied at affordable rents.

Exhibit "C"

FY 2018 Income Limits Summary

FY 2018 Income Limit Area	FY 2018 Income Limit Category	# People in Family							
		1	2	3	4	5	6	7	8
Poughkeepsie – Newburgh-Middletown NY MSA	Extremely Low (30%) Income Limits ($)	19,900	22,750	25,600	**28,400**	30,700	32,950	35,250	37,500
	Very Low (50%) Income Limits ($)*	33,150	37,850	42,600	**47,300**	51,100	54,900	58,700	62,450
	Low (80%) Income Limits ($)	50,350	57,550	64,750	**71,900**	77,700	83,450	89,200	94,950

Note: HUD updates income guidelines annually and the 2019 income limits are expected shortly. When income limits change, awardees will be notified. This income chart does not apply to area benefit activities.

EXHIBIT "D" – PROJECT TIMELINE

For construction projects, provide a timeline next to each item below if it applies. Indicate how long all phases of the project will take to complete. Timeline should be as detailed as possible, including time increments (i.e. Number of days, weeks etc.) NOTE: If the project is funded, OCD must complete the environmental review process before construction can begin - a full set of plans and specifications will be required. Projects cannot be put out to bid prior to OCD receiving its line of credit from HUD. This typically happens between August and December. Projects should be completed by within 12 months from the Notice to Proceed Date from OCD. Project time line accordingly.

Grant Award from OCD: no later than December 31, 2020	
Engineering RFP completion:	**N/A**
Conceptual Engineering/Design prepared:	**5/ 2016**
Plans, approvals, permits complete (detail each):	**NYSDEC Approval- March 2019**
Other funding sources confirmed:	**January 31, 2021**
Environmental Review Completed and HUD release of funds:	**December 31, 2020 (noted above)**
Time needed to obtain site control:	**N/A**
Time needed to obtain other project financing:	**Bond- December 2019**
Final Engineering/Design Completed:	**January 31, 2020**
Bid Specs Completed and sent to OCD for approval:	**January 2021 (After Grant Award from OCD)**
Estimate date of bid opening:	**March 15, 2021**
Pre-construction Meeting:	**April 1, 2021**
Projected date for notice to proceed:	**April 1, 2021**
Construction start:	**April 1, 2021**
Construction Completion:	**October 31, 2021**
Expected Completion Date:	**November 30, 2021**

EXHIBIT "E" - SAMPLE
GOVERNING BODY AUTHORIZING RESOLUTION

Resolution of the governing body authorizing the submission of this application.

IMPORTANT NOTE: RESOLUTION MUST CONTAIN THE FOLLOWING LANGUAGE OR IT WILL NOT BE ACCEPTED:

At a meeting held on _____(date), the Municipal Council of _____ (name of Municipality), adopted the following resolution:

"The _____(name of Municipality) is hereby submitting its Application for consideration under the FY-2020 Orange Urban County Consortium Community Development Program and the chief elected official or executive officer is hereby authorized to submit this Application for _____ (name of project) as described in the proposal. Input from citizens and groups has been received and considered and an application has been prepared which addresses their community concerns. They further certify that they have read and understood the Orange Urban County Consortium Community Development Guidelines for the FY-2020 program year and have met all of its applicable requirements and that the information contained in the Application is accurate and true to the best of their knowledge. If awarded CDBG funds, the Municipality shall implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations."

_____ _____

Signature of Authorized Representative Date

_____ _____

Printed Name of Authorized Representative Telephone Number

IMPORTANT: If the municipality is submitting an Application on behalf of a Subrecipient, the Resolution must reflect that "The Governing Body is in support of submitting the Application on behalf of (name of Subrecipient Applicant)."

CERTIFIED TRUE COPY
I, [name of individual holding the municipal office of Clerk], Clerk of [legal name of municipality], hereby certify that the foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on [date], at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.
Dated:

Signature: _____

Affix Seal of Municipality Here

EXHIBIT "F" - SAMPLE
GOVERNING BODY FAIR HOUSING RESOLUTION

The _____ (name of municipality) supports Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New York State Human Rights Law. It is the policy of _____ (name of municipality) to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, ancestry, sex (including pregnancy), national origin, nationality, familial status, marital or domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disabilty, AIDS/HIV status and Lawful Income or Source of Lawful Rent Payment (Section 8). The _____ (name of municipality) further objects to discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, ancestry, sex, national origin, handicap or disability as prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New York State Human Rights Law. Therefore, the Municipal Council of _____(name of municipality) do hereby approve the following resolution.

BE IT RESOLVED, that within available resources, the _____ (name of municipality) will assist all persons who feel they have been discriminated against under one of the aforementioned categories, to seek equity under federal and state laws by filing a complaint with the New York State Human Rights Law and the U.S. Department of Housing and Urban Development, as appropriate.

BE IT FURTHER RESOLVED, that the _____ (name of municipality) shall publicize this resolution and through this publicity shall cause owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law, the New York State Human Rights Law, and any local laws or ordinances.

BE IT FURTHER RESOLVED, that the municipality will at a minimum include, but not be limited to: (1) the printing and publicizing of this resolution, a fair housing public notice and other applicable fair housing information through local media, community contacts and placement on the Municipal website and in other social media; (2) distribution of posters, flyers, and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing.

Approved this _____ day of _____(month), _____ (year)

ATTEST:

_____ _____

Signature of Authorized Representative Date

_____ _____

Printed Name of Authorized Representative Telephone Number

Exhibit "G"
Fair Housing Information for The Website

Fair Housing – It's The Right!

Fair housing refers to free and equal access to residential housing – i.e. housing choice. The federal Fair Housing Act makes it illegal to discriminate on the basis of a person's race, familial status (presence of children under age 18), color, national origin, religion, disability (physical or mental), or sex. The New York State Human Rights Law protects all of the same characteristics as the federal Fair Housing Act but also makes it illegal to discriminate based on creed, age, sexual orientation, marital status, or military status.

Orange County complies with the federal Fair Housing Act and the New York State Human Rights Law. The County is committed to promoting fair housing choice for all people.

Fair Housing FAQ

What kind of housing is covered by the Fair Housing Act?
Most housing is covered by the Fair Housing Act. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single family housing sold or rented without the use of a broker, and housing operated private clubs that limit occupancy to members.

In New York State, fair housing laws cover most housing, with three main exceptions:
One or two family owner-occupied buildings; Room rentals in housing for individuals of the same sex; and Room rentals in owner-occupied housing.

Illegal Actions
Fair housing laws apply to the sale or rental of housing and also to mortgage lending. They cover some very specific actions. Some typical examples include: Refusing to rent, sell, finance, insure, or negotiate for housing; Making housing unavailable; Setting different terms or conditions, or providing unequal services; Printing or circulating a discriminatory advertisement; Refusing to make or provide information for a loan, or imposing different terms or conditions for a loan; or Harassing, threatening, intimidating, or coercing anyone, including sexual harassment.

Those with Disabilities Are Protected
Under the fair housing laws, a landlord may not: Refuse to make reasonable modifications to a dwelling or common use area to accommodate a person's disability; or Refuse to make reasonable accommodations in policies or services if necessary for the disabled person to use the housing. In addition, any multi-family housing built after 1991 must comply with accessibility requirements to ensure that public and common use areas and units are accessible for people with disabilities.

Fair Housing Links

Laws
New York Human Rights Law: https://dhr.ny.gov/law
Federal Fair Housing Act Link: https://www.justice.gov/crt/fair-housing-act-2

Who can I contact if I believe I've been discriminated against?

Complaints related to discrimination on the basis of race, color, religion, sex, national origin, disability, or familial status may also be filed directly with the U.S. Department of Housing and Urban Development (HUD).

What information do I need to provide to file a fair housing complaint?

If you suspect that you have been discriminated against with regard to housing, file a complaint as soon as possible because there are time limits on when a complaint can be filed with HUD after an alleged violation.

Try to include the following information, if possible, when filing a complaint:

- The name and address;
- The name and address of the person(s) or Company the complaint is against;
- The address or other identifying information of the housing or program the complaint is being filed against;
- A brief description of what happened that caused you to file the complaint; and
- The date(s) of the alleged discrimination.

How can I file a fair housing complaint?

Fair housing complaints can be filed with HUD by telephone, online, email and by mail.

Phone

1-800-669-9777

1-800-927-9275 for TTY users only

Online

English: https://portalapps.hud.gov/FHEO903/Form903/Form903Start.action

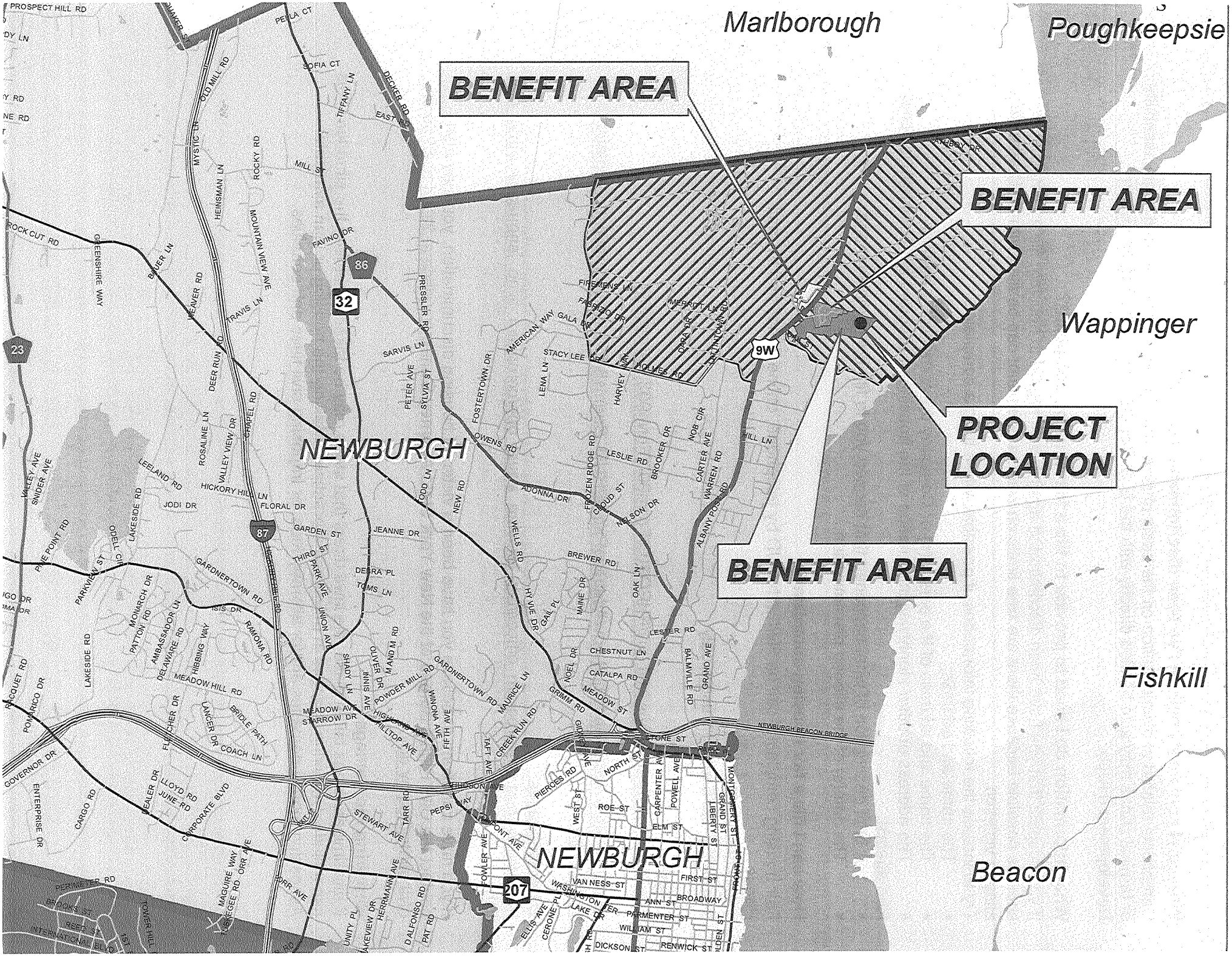
Spanish: https://portalapps.hud.gov/AdaptivePages/HUD_Spanish/Espanol/complaint/complaint-details.htm

Other languages:
https://www.hud.gov/program_offices/fair_housing_equal_opp/complaint_filing_languages_other_english

If you have questions or believe you have been a victim of housing discrimination, you may also contact the Civil Rights Bureau of the New York State Attorney General's Office at 212-416-8250 or civil.rights@ag.ny.gov.

Repairing the Damage

If discrimination has taken place, the laws direct that steps may be taken to remedy the situation. This can include: Requiring changes in policies and practices; Making the housing or loan available; Assessing money damages and/or attorney fees; or Imposing civil fines and penalties.


Marlborough
Poughkeepsie
BENEFIT AREA
BENEFIT AREA
Wappinger
PROJECT LOCATION
BENEFIT AREA
NEWBURGH
Fishkill
Beacon
NEWBURGH
NEWBURGH-BEACON BRIDGE
PROSPECT HILL RD
ROCK CUT RD
GREENSHIRE WAY
BAUER LN
WEAVER RD
HEINSMAN LN
ROCKY RD
MOUNTAIN VIEW AVE
TRAVIS LN
DEER RUN RD
CHAPEL RD
ROSALINE LN
VALLEY VIEW DR
LEELAND RD
HICKORY HILL LN
JODI DR
FLORAL DR
GARDEN ST
JEANNE DR
GARDNERTOWN RD
PINE POINT RD
PARKVIEW ST
LAKESIDE RD
MONARCH DR
PATTON RD
AMBASSADOR LN
DELAWARE RD
HIBBING WAY
MEADOW HILL RD
LANCER DR
BRIDLE PATH
COACH LN
GOVERNOR DR
ENTERPRISE DR
CARGO RD
CORPORATE BLVD
LLOYD RD
JUNE RD
STEWART AVE
TARR RD
PEPSI PL
ORR AVE
MAGUIRE WAY
TUSCAGEE RD
UNITY PL
LAKEVIEW DR
HERRMANN AVE
D ALFONSO RD
PAT RD
PERIWINKLE RD
BROOKS ST
REEF ST
INTERNATIONAL CIR
TOWER HILL
MYSTIC LN
OLD MILL RD
MILL ST
SOFIA CT
TIFFANY LN
DECKER RD
EAST ST
PELLA CT
FAVINO DR
PRESSLER RD
SARVIS LN
PETER AVE
SYLVIA ST
FOSTERTOWN DR
AMERICAN WAY
GALA DR
STACY LEE
LENA LN
HARVEY
OWENS RD
FROZEN RIDGE RD
LESLIE RD
BROOKER DR
NOB CIR
CARTER AVE
WARREN RD
ALBANY POST RD
HILL LN
ADONNA DR
CLOUD ST
NELSON DR
NEW RD
TODD LN
WELLS RD
BREWER RD
OAK LN
MAINE DR
HY VUE DR
GAIL PL
LESTER RD
CHESTNUT LN
CATALPA RD
MEADOW ST
NOEL DR
BALMVILLE RD
GRAND AVE
GRIMM RD
THIRD ST
PARK AVE
UNION AVE
DEBRA PL
TOMS LN
ISIS DR
RAMONA RD
OLIVER DR
MANDM RD
SHADY LN
INNIS AVE
POWDER MILL RD
GARDNERTOWN RD
WINONA AVE
MAURICE LN
MEADOW AVE
STARROW DR
HIGHLAND AVE
HILLTOP AVE
FIFTH AVE
TAFT AVE
CREEK RUN RD
STONE ST
NORTH ST
PIERCES RD
WEST ST
ROE ST
ELM ST
CARPENTER AVE
POWELL AVE
LIBERTY ST
GRAND ST
MONTGOMERY ST
FRONT ST
FIELDSON AVE
FOWLER AVE
FRONT AVE
VAN NESS ST
WASHINGTON TER
FIRST ST
BROADWAY
ANN ST
PARMENTER ST
WILLIAM ST
DICKSON ST
RENWICK ST
ELLIS AVE
CERONE PL
LAKE DR
MULDEN ST
FIREMENS LN
FASHION DR
MERRITT LN
ORR PL
PLANTOWN RD
HOLMES RD
MILL ST
ROBY DR
23
86
32
87
9W
207

McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)
PATRICK J. HINES
LYLE R. SHUTE, P.E., LEED-AP (NY, NJ, PA)

Main Office
33 Airport Center Drive
Suite 202
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Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

PROJECT NARATIVE
TOWN OF NEWBURGH
ROSETON HILLS WASTEWATER TREATMENT FACILITY IMPROVEMENTS

Proposed improvements for the 2020 Community Development Block Grant Application for the Town of Newburgh involves upgrading the existing wastewater treatment facility. The proposed project to be funded under this grant includes the necessary upgrades to the existing screenings removed to address flushable wipes and other material impacting the Parr Valley Sewer Treatment Plant (STP) and Roseton Hills STP. The overall project being undertaken by the Town includes converting the existing Parr Valley Sewer Treatment Plant (STP) into a pump station, to transfer the flow to the Roseton Hills STP. The Roseton Hills STP and Parr Valley will need upgrades to make these improvements function properly. This project will help lessen the annual operation and maintenance costs of each district by eliminating one STP and widening the tax burden to the other. The proposed project is in the Low/Mod area, Census Tract 101.02, Block 1 and Tract 101.02 Block 4 in the Town.

The project involves the upgrade of existing infrastructure within existing Town property. The project is not located in an Agricultural District, a flood plain or either a federal or state regulated wetland. The project will be designated as a Type II Action under the New York State Environmental Quality Review Act (SEQR). As such, the project will not require any premits or approvals from federal, state, county or municiple agencies.

Respectfully submitted,

Shawn Arnott, E.I.T.
Project Engineer

McGOEY, HAUSER & EDSALL
CONSULTING ENGINEERS, D.P.C.

Town of Newburgh
Roseton Hills Sewer District WasteWater Treatment Plant Improvements
Schematic Estimate of Probable Construction Cost

26-Apr-19

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXT. PRICE
Well House Improvements Improvements:					
1	New Screenings and Manhole	1	LS	$ 160,000	$ 160,000
2	New Equalization Pumps	1	LS	$ 5,000	$ 5,000
3	Site Work	1	LS	$ 10,000	$ 10,000
4	Updated Controls	1	LS	$ 10,000	$ 10,000
	Construction Contingencies				$ 18,500
	Engineering/Survey/ Legal				$ 86,250
	TOTAL				***$ 289,750***

TIMES COMMUNITY NEWSPAPERS
of the Hudson Valley
300 Stony Brook Court, Newburgh, NY 12550
(845) 561-0170 Fax (845) 561-3967

Affidavit of Publication

To: Town of Newburgh, Town Clerk
1496 Route 300
Newburgh, NY 12550-2677

Re: Legal notice #96167

State of New York }
} *SS:*
County of Orange }

I, Carl Aiello, being duly sworn, depose and say: that I am the Publisher of Mid Hudson Times, a weekly newspaper of general circulation published in Newburgh, County of Orange, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Mid Hudson Times once on 04/17/19.

Carl Aiello

Sworn to before me this 17th day of April, 2019

Diane M. Holbert
Notary Public, State of New York
No. 4961755
Qualified in Orange County
My commission expires on February 5, 2022

TOWN OF NEWBURGH
PUBLIC HEARING NOTICE

The Town Board of the Town of Newburgh invites public comments and suggestions regarding projects to be considered for funding under the Orange County Community Development Program. A public hearing will be held on April 22, 2019 at 7:00 p.m. prevailing time at the Town Hall, 1496 Route 300, Newburgh, New York 12550. Under this Program a variety of physical improvements as listed below are eligible for funding:

1. Acquisition & Disposition of Real Property
2. Public Works, Public Facilities or Site Improvements
3. Code Enforcement (Housing & Health Codes)
4. Clearance, Demolition & Rehabilitation for Public Use or Economic Development
5. Housing Rehabilitation Loans and Grants
6. Special Projects for the Elderly & Disabled
7. Provision of Public Services (Shelters Clinics, Senior Nutrition, etc.)
8. Payment of Non-Federal Shares of Other Grant Programs
9. Relocation Payments and Assistance

The Town of Newburgh will be considering projects to be submitted to the Orange County Community Development Program, the deadline for which is April 26, 2019.

By Order of the
Town Board of the Town of Newburgh
Joseph Pedi
Deputy Town Clerk #96167

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. **Log In**

Login.gov FAQs

ALERT: June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/11/2019, from 8:00 AM to 1:00 PM (EDT).

ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

NEWBURGH, TOWN OF
DUNS: 030464481 CAGE Code: 87H52
Status: Active
Expiration Date: 11/23/2019
Purpose of Registration: Federal Assistance Awards Only

1496 ROUTE 300
NEWBURGH, NY, 12550-2677,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: NEWBURGH, TOWN OF
Business Type: US Local Government
Last Updated By: Lori Jiava
Registration Status: Active
Activation Date: 12/07/2018
Expiration Date: 11/23/2019

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20190315-1318
WWW5

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

TIMES COMMUNITY NEWSPAPERS
of the Hudson Valley
300 Stony Brook Court, Newburgh, NY 12550
(845) 561-0170 Fax (845) 561-3967

Affidavit of Publication

To: Town of Newburgh, Town Clerk
1496 Route 300
Newburgh, NY 12550-2677

Re: Legal notice #96166

State of New York }
} *SS:*
County of Orange }

I, Carl Aiello, being duly sworn, depose and say: that I am the Publisher of Mid Hudson Times, a weekly newspaper of general circulation published in Newburgh, County of Orange, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Mid Hudson Times once on 04/17/19.

Carl Aiello

Sworn to before me this 17th day of April, 2019

Diane M Holbert

Diane M. Holbert
Notary Public, State of New York
No. 4961755
Qualified in Orange County
My commission expires on February 5, 2022

Town of Newburgh
PUBLIC HEARING NOTICE
Aviso de audiencia p.

El (La) Town Board of the Town of Newburgh invita comentario del publico y sugerencias en cuanto a proyectos que sean pagados por los fondos del Orange County Community Development Program. Una audiencia Publica sera reunida el Abril 22, 2019 en 7:00p.m. en el Town Hall, 1496 Route 300, Newburgh, New York. Bejo este programa hay una variedad de mejoramientos fisicos cuales se alistan abajo y que elegibles para consequir fondos:

1. Adquisicion y disposician de bienes raices
2. Proyectos publicos, y mejoramientos de sitio o de facilidades publicas
3. Codigo de compulsion (codigos de alojamiento y sanidad)
4. Hacer espacio libre, la demolicion y la rehabilitacion para uso del publico o desarrollo economico
5. Prestamos y donaciones para la rehabilitatcion de alojamientos
6. Proyectos especiales para los de edad avanzaday los que tienen una desventaja
7. Provision de sercicios publicos (hospedajes, clinicas, nutricion para los edad avanzada, efeetera.)
8. Pago de acciones no-federales de otros programas de donacion
9. Pagos para ayudar en localizarse y pagos y asistencia parsa relocalizarse

El (la) Town of Newburgh considerara proyectos la fecha tope sometidos al Programa de Orange County Community Development de Abril 26, 2019.

Por Ordre del
Town Board del
Town of Newburgh
Joseph Pedi
Deputy Town Clerk #96166

Orange County, New York on the 22nd day of April, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth Greene, Councilwoman

James Presutti, Councilman

RESOLUTION OF TOWN BOARD AUTHORIZING FY-2020 ORANGE URBAN COUNTY CONSORTIUM COMMUNITY DEVELOPMENT PROGRAM APPLICATION

Councilwoman Greene presented the following resolution which was seconded by Councilman Presutti.

BE IT RESOLVED, that the Town of Newburgh (the "Municipality") is hereby submitting its Application for consideration under the FY-2020 Orange Urban County Consortium Community Development Program and the chief elected official or executive officer is hereby authorized to submit this Application for the Roseton Hills Sewer District-Wastewater Treatment Plant Improvements project as described in the proposal. Input from citizens and groups has been received and considered and an application has been prepared which addresses their community concerns. They further certify that they have read and understood the Orange Urban County Consortium Community Development Guidelines for the FY-2020 program year and have met all of its applicable requirements and that the information contained in the Application is accurate and true to the best of their knowledge. If awarded CDBG funds, the Municipality shall implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

Orange County, New York on the 22nd day of April, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth Greene, Councilwoman

James Presutti, Councilman

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BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

Elizabeth Greene, Councilwoman	voting	AYE
Paul Ruggiero, Councilman	voting	ABSENT
James Presutti, Councilman	voting	AYE
Scott M. Manley, Councilman	voting	ABSENT
Gilbert J. Piaquadio, Supervisor	voting	AYE

The resolution was thereupon declared duly adopted.

Gilbert J. Piaquadio, Supervisor

4/23/2019
Date

(845) 564-4552
Telephone Number

foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on April 22, 2019, at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.

Joseph P. Pedi, Deputy Town Clerk
Town of Newburgh

TOWN OF NEWBURGH
TOWN SEAL
ORANGE COUNTY NEW YORK

Elizabeth Greene, Councilwoman	voting	AYE
Paul Ruggiero, Councilman	voting	ABSENT
James Presutti, Councilman	voting	AYE
Scott M. Manley, Councilman	voting	ABSENT
Gilbert J. Piaquadio, Supervisor	voting	AYE

The resolution was thereupon declared duly adopted.

Gilbert J. Piaquadio, Supervisor

4/23/2019
Date

(845) 564-4552
Telephone Number

Town of Newburgh, held at the Town Hall 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 22nd day of April, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth Greene, Councilwoman

James Presutti, Councilman

RESOLUTION IN SUPPORT OF TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (FEDERAL FAIR HOUSING LAW) AND THE NEW YORK STATE HUMAN RIGHTS LAW

Councilman Presutti presented the following resolution which was seconded by Councilwoman Greene.

WHEREAS, the Town of Newburgh supports Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New York State Human Rights Law. It is the policy of the Town of Newburgh to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, ancestry, sex (including pregnancy), national origin, nationality, familial status, marital or domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disability, AIDS/HIV status and Lawful Income or Source of Lawful Rent Payment (Section8). The Town of Newburgh further objects to discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, ancestry, sex, national origin, handicap or disability as prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New York State Human Rights Law. Therefore, the Town Board of the Town of Newburgh does hereby approve the following resolution:

BE IT RESOLVED, that within available resources, the Town of Newburgh will assist all persons who feel they have been discriminated against under one of the aforementioned categories, to seek equity under federal and state laws by filing a complaint with the New York State Human Rights Law and the U.S. Department of Housing and Urban Development, as appropriate; and

governing body of the municipality, at a meeting duly and regularly held on April 22, 2019, at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.

Joseph P. Pedi, Deputy Town Clerk
Town of Newburgh

TOWN OF NEWBURGH
ORANGE COUNTY, NEW YORK
TOWN SEAL

aware of their respective responsibilities and rights under the Federal Fair Housing Law, the New York State Human Rights Law, and any local laws or ordinances; and

BE IT FURTHER RESOLVED, that the Town of Newburgh will at a minimum include, but not be limited to:

(1) the printing and publicizing of this resolution, a fair housing public notice and other applicable fair housing information through local media, community contacts and placement on the Town's website and in other social media;

(2) distribution of posters, flyers, and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Elizabeth Greene, Councilwoman	voting	AYE
Paul Ruggiero, Councilman	voting	ABSENT
James Presutti, Councilman	voting	AYE
Scott M. Manley, Councilman	voting	ABSENT
Gilbert J. Piaquadio, Supervisor	voting	AYE

The resolution was thereupon declared duly adopted.

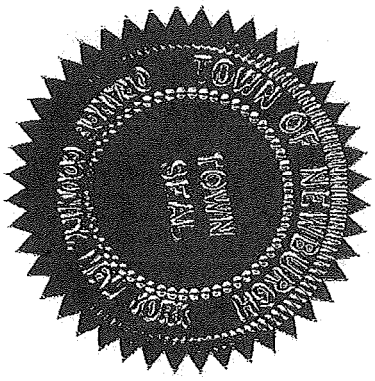
ATTEST:

Gilbert J. Piaquadio, Supervisor

4/23/2019
Date

(845) 564-4552
Telephone Number

I, Joseph P. Pedi, Deputy Town Clerk of the Town of Newburgh, hereby certify that the foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on April 22, 2019, at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.



Joseph P. Pedi, Deputy Town Clerk
Town of Newburgh

Orange County, New York on the 22nd day of April, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth Greene, Councilwoman

James Presutti, Councilman

RESOLUTION IN SUPPORT OF TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (FEDERAL FAIR HOUSING LAW) AND THE NEW YORK STATE HUMAN RIGHTS LAW

Councilman Presutti presented the following resolution which was seconded by Councilwoman Greene.

WHEREAS, the Town of Newburgh supports Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New York State Human Rights Law. It is the policy of the Town of Newburgh to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, ancestry, sex (including pregnancy), national origin, nationality, familial status, marital or domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disability, AIDS/HIV status and Lawful Income or Source of Lawful Rent Payment (Section8). The Town of Newburgh further objects to discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, ancestry, sex, national origin, handicap or disability as prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New York State Human Rights Law. Therefore, the Town Board of the Town of Newburgh does hereby approve the following resolution:

BE IT RESOLVED, that within available resources, the Town of Newburgh will assist all persons who feel they have been discriminated against under one of the aforementioned categories, to seek equity under federal and state laws by filing a complaint with the New York State Human Rights Law and the U.S. Department of Housing and Urban Development, as appropriate; and

aware of their respective responsibilities and rights under the Federal Fair Housing Law, the New York State Human Rights Law, and any local laws or ordinances; and

BE IT FURTHER RESOLVED, that the Town of Newburgh will at a minimum include, but not be limited to:

(1) the printing and publicizing of this resolution, a fair housing public notice and other applicable fair housing information through local media, community contacts and placement on the Town's website and in other social media;

(2) distribution of posters, flyers, and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Elizabeth Greene, Councilwoman	voting	AYE
Paul Ruggiero, Councilman	voting	ABSENT
James Presutti, Councilman	voting	AYE
Scott M. Manley, Councilman	voting	ABSENT
Gilbert J. Piaquadio, Supervisor	voting	AYE

The resolution was thereupon declared duly adopted.

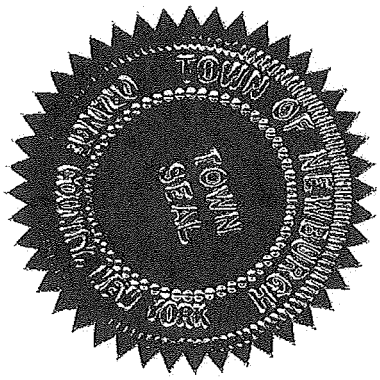
ATTEST:

Gilbert J. Piaquadio, Supervisor

4/23/2019
Date

(845) 564-4552
Telephone Number

foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on April 22, 2019, at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.



Joseph P. Pedi, Deputy Town Clerk
Town of Newburgh

of the Town Board of the Town of Newburgh held
at 1496 Route 300 in said township at 7:00 p.m.
on Monday, the 22nd of April, 2019

Present	Gilbert J. Piaquadio, Supervisor Elizabeth J. Greene, Councilwoman James E. Presutti, Councilman
Absent	Paul I. Ruggiero, Councilman Scott M. Manley, Councilman James Osborne, Town Engineer
Also Present	Mark C. Taylor, Attorney for the Town Joseph P. Pedi, Deputy Town Clerk

Meeting called to order at 7:04 p.m.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. MOMENT OF SILENCE

4. CHANGES TO AGENDA

- Delete Item 8A: ENGINEERING: Award Grounds Maintenance Contract for Drainage Districts
- Delete Item 10: TOWN CLERK: Appointments
- Add new Item 10: BUILDINGS AND GROUNDS: Approval to Begin Process to Hire Part Time Custodian

5. APPROVAL OF AUDIT

MOTION was made by Councilwoman Greene to approve the audit in the amount of $898,477.99. The motion was seconded by Councilman Presutti.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

6. PUBLIC HEARING (7:00 P.M.): SOLICITATION OF PUBLIC INPUT ON POTENTIAL PROJECTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT

Supervisor Piaquadio asked Deputy Town Clerk Joseph Pedi if all of the proper postings and publications were completed. Deputy Town Clerk Pedi said notice of this meeting had been posted in the lobby in English and Spanish since April 9, 2019 and on the Town website since April 9, 2019 also in English and Spanish. It was advertised in the *Mid Hudson Times* on Wednesday, April 17, 2019 and in the *Orange County Post* on Friday, April 12, 2019 also in English and Spanish. This complies with all of the requirements for a Public Hearing under New York State Law.

MOTION was made at 7:07 p.m. by Councilwoman Greene to open the Public Hearing. Motion was seconded by Councilman Presutti.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

Town Supervisor Piaquadio invited residents to submit potential projects for Community Development Block Grant. Under this Program, a variety of physical improvements as listed below are eligible for funding:

1. Acquisition and Disposition of Real Property
2. Public Works, Public Facilities or Site Improvements
3. Code Enforcement (Housing and Health Codes)
4. Clearance, Demolition and Rehabilitation for Public Use or Economic Development
5. Housing Rehabilitation Loans and Grants
6. Special Projects for the Elderly and Disabled
7. Provision of Public Services (Shelters Clinics, Senior Nutrition, etc.)
8. Payment of Non-Federal Shares of Other Grant Programs
9. Relocation Payments and Assistance

Public Comments
William Fetter of Rockwood Drive asked if the Town would administer the Grant. Town Supervisor Piaquadio and Attorney for the Town Mark Taylor confirmed that the Town would indeed administer the Grant. Mr. Fetter then asked if the Town would be the source of potential projects. Mr. Piaquadio replied that both the Town and the public can suggest potential projects

MOTION made to close the Public Hearing at 7:10 p.m. by Councilman Presutti. Motion seconded by Councilwoman Greene.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

A. Resolution Authorizing Submission of Application
Town Supervisor Piaquadio requests the Town Board approve the resolution to submit a CDBG application for improvements to the Roseton Hills Sewer District Waste Water Treatment Plant.

MOTION made by Councilwoman Greene to approve the resolution to submit a CDBG application for improvements to the Roseton Hills Sewer District Waste Water Treatment Plant. Motion seconded by Councilman Presutti.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

B. Town of Newburgh Fair Housing Resolution
Town Supervisor Piaquadio introduced a resolution in support of Title VIII of the Civil Rights Act of 1968 and the New York State Human Rights Law which prohibits discrimination of any kind with regards to housing. The resolution also will ensure equal opportunity in housing for all persons. The Town, within available resources, will assist all persons who feel they have been discriminated.

MOTION made by Councilman Presutti to approve the resolution in support of Title VIII of the Civil Rights Act of 1968 and the New York State Human Rights Law which prohibits discrimination of any kind with regards to housing. The resolution also will ensure equal opportunity in housing for all persons.
Motion seconded by Councilwoman Greene.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

7. WATER DEPARTMENT: Hydrant Flushing

Water Department Manager Jeffrey Guido requests approval to conduct the Water Department's Spring Fire Hydrant Flushing Program beginning on Monday, May 6, 2019 and continuing until completion on or before Friday, May 17, 2019. Once approved, notice will be posted in the Town Hall Lobby, on the Town website, and published in the Town's official newspapers.

MOTION made by Councilwoman Greene to approve the request from the Water Department to conduct the Spring Fire Hydrant Flushing Program beginning on Monday, May 6, 2019 and continuing until completion on or before Friday, May 17, 2019. Motion seconded by Councilman Presutti.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

8. ENGINEERING DEPARTMENT

A. Award Grounds Maintenance Contract for Drainage Districts *(deleted)*

B. Approve Advertising of Notice of Bidders for Gardnertown Road Culvert

Town Engineer James Osborne requests Town Board approval to publish the "Notice to Bidders" at the earliest mutually agreed time between the Project Engineer, Town Engineer, and Town Clerk's Office. Based on the recent property and easement acquisitions, Clough Harbor Associates (CHA) are projecting imminent final approval from the New York State Department of Transportation.

MOTION made by Councilman Presutti to approve the publication of the the "Notice to Bidders" at the earliest mutually agreed time between the Project Engineer, Town Engineer, and Town Clerk's Office.
Motion seconded by Councilwoman Greene.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

C. Approve Outside User Status for Shustock

Town Engineer James Osborne presented a signed easement agreement from Adam Gasparre who had requested Outside User Status for his property on Lakeview Drive. The signed easement agreement was requested by the Town Board as a prerequisite for final approval of the request for Outside User Status to the Crossroads Sewer District.

MOTION made by Councilman Presutti to grant final approval to Adam Gasparre who had requested Outside User Status for his property on Lakeview Drive.
Motion seconded by Councilwoman Greene.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman

9. HIGHWAY DEPARTMENT: Leaf and Brush Pickup

Highway Superintendent Mark Hall requests approval to conduct the Spring Leaf and Brush Pickup commencing on Monday, April 29, 2019 and continuing through Friday, May 3, 2019. Upon approval, this event will be advertised in the two town newspapers and will be posted in the Town Hall Lobby and on the Town website.

MOTION made by Councilwoman Greene to approve the request to conduct the Spring Leaf and Brush Pickup commencing on Monday, April 29, 2019 and continuing through Friday, May 3, 2019. Motion seconded by Councilman Presutti.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

10. TOWN CLERK APPOINTMENTS *(deleted)*

10. BUILDINGS AND GROUNDS: Authorization to Start Process to Hire Part Time Custodian

Town Supervisor Piaquadio requests approval to start the process to hire a part time custodian.

MOTION made by Councilwoman Greene to approve the request to start the process to hire a part time custodian. Motion seconded by Councilman Presutti.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

11. RECREATION DEPARTMENT: Hiring of Seasonal Laborer

Commissioner of Parks, Recreation and Conservation Robert Petrillo requests approval to hire William Overton as a seasonal laborer to replace Shane Gorgan. Mr. Overton's salary will be $11.10 per hour and his start date will be April 29, 2019.

MOTION made by Councilman Presutti to approve the hire of William Overton as a seasonal laborer at a salary of $11.10 per hour with a start date of April 29, 2019. Motion seconded by Councilwoman Greene.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

12. ASSESSOR: Great Palace Tax Certiorari Settlement

Attorney for the Town Mark Taylor presented a letter from Cathy Drobny, Esquire of E. Stewart Jones, Hacker Murphy regarding the proposed settlement of tax certiorari for Great Palace Realty of 5 Lakeside Road.
The settlement provides for reduction in the assessed value for each of 2015, 2016, 2017, and 2018 by $91,492 from $1,829,840 to $1,738,348.
The refund liability for the Town for the reductions would be approximately $5,178.92 versus claimed liability of $93,220.45.

MOTION made by Councilwoman Greene to accept the proposed settlement of tax certiorari for Great Palace Realty of 5 Lakeside Road.
Motion seconded by Councilman Presutti.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

13. ACCOUNTING DEPARTMENT: Budget Transfers

A. Heating, Ventilation, and Air Conditioning (HVAC) for Town Hall

Town Accountant Ronald Clum requests a budget transfer of $8,245.00 from Account A.1990.5499 Contingency Account to the Account for Town Hall Buildings and Grounds Equipment. This transfer will fund AMI services for labor, material and equipment to replace the entryway for Town Hall.

MOTION made by Councilman Presutti to approve the budget transfer of $8,245.00 from Account A.1990.5499 Contingency Account to the Account for Town Hall Buildings and Grounds Equipment.
Motion seconded by Councilwoman Greene.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

B. Purchase of DELL Server

Town Accountant Ronald Clum requests a budget transfer of $30,000.00 into the Computer Reserve Account from the general checking account. This transfer will fund the purchase of $15,077.80 plus anticipated expenditures for the server.

MOTION made by Councilwoman Greene to approve a budget transfer of $30,000.00 into the Computer Reserve Account from the general checking account. Motion seconded by Councilman Presutti.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

14. ANIMAL CONTROL: T-94 Withdrawal

Cheryl Cunningham of Animal Control requests authorization to use the T-94 account to pay for services from the Walden Humane Society for a total of $200.00 for canine services.

MOTION made by Councilwoman Greene to authorize the use of the T-94 account to pay for services from the Walden Humane Society for a total of $200.00 for canine services. Motion seconded by Councilman Presutti.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

15. ADJOURNMENT

MOTION made at 7:19 p.m. by Councilman Presutti to adjourn.
Motion seconded by Councilwoman Greene.
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – absent; Councilman Presutti – yes; Councilman Manley – absent; Supervisor Piaquadio – yes.
Motion approved, 3 yes; 0 no; 0 abstain; 2 absent.

Meeting adjourned at 7:19 p.m.

Respectfully submitted,

McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
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MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
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MAP, PLAN AND REPORT

FOR

TOWN OF NEWBURGH
ROSETON HILLS SEWER DISTRICT
ORANGE COUNTY, NEW YORK

CLIENT:
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

PREPARED BY:
McGoey, Hauser and Edsall
Consulting Engineers, P.C.
33 Airport Center Drive
Suite 202
New Windsor, NY 12553

ANY UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW

Job No. 16-101.5
Date: 5 April 2016
Revised: 15 April 2016
18 April 2016
25 April 2016

Table of Contents

ATTACHMENTS

I. INTRODUCTION

McGoey, Hauser and Edsall Consulting Engineers, D.P.C. (MHE), has been authorized by the Town of Newburgh (Town) to prepare this Map, Plan and Report for the formation of the Town's Roseton Hills Sewer District (District). The District is wholly located within the Town of Newburgh, Orange County New York. The District is generally located adjacent to and east of New York State Route 9W (NYS 9W) between Oak Street and Larabee Road. A parcel generally located west of the existing District, adjacent to NYS 9W is proposed to be included in the District. Attachment 1 to this report is a map of the district boundaries and Attachment 2 contains the Metes and Bounds description of the District.

The District currently serves the Parr Valley East and Orchard Hills subdivisions and was previously was financed by a privately owned Transportation Corporation. These two subdivisions consist of 168 and 260 units respectively. The Town is currently in the process of purchasing the District's assets from this private entity and forming a special district. The assets include an existing wastewater treatment facility (SPDES Permit # NY-0271373) and its associated collection system.

Parr Valley West is a 124 unit condominium complex to the west of NYS 9W that has a separate wastewater treatment facility. This facility operates under SPDES Permit NY-0098213 and is in a state of disrepair. The Town wishes to re-purpose the facility to serve as a pump station and convey wastewater to the Roseton Hills treatment facility on the east side of NYS Route 9W. This action requires Parr Valley West to be included in the District.

The purpose of this Map, Plan and Report is to provide for the formation of new District comprising areas previously owned by the Parr Valley West Sewage Works Corporation and the Roseton Hills Sewage Works Corporation. This Map, Plan, and Report will provide for the re-allocation and apportionment of cost on a benefit use basis for parcels and rental units within the District. Procedures for the District formation shall conform to Town Law Article 12. The scope of this report includes the evaluation of the existing treatment plants, proposes costs for required improvements, proposes a fair distribution of costs within the District by using benefit units, and provides first year impacts to each benefit unit within the District.

II. BENEFIT AREA

The District is wholly located within the Town of Newburgh, Orange County New York. The District is generally located adjacent to and east of New York State Route 9W (NYS 9W) between Oak Street and Larabee Road. This area corresponds to the area currently served by the Roseton Hills Sewage Works Corporation. An additional parcel generally located west and adjacent to NYS 9W is proposed to be included in the District. The District is being formed under Town Law Article 12 procedures. Attachment 1 to this report is a map of the district boundaries. Attachment 2 contains a Metes and Bounds description of the sewer district.

The properties within the proposed District are fully developed with no vacant parcels remaining.

III. WASTEWATER FLOW AND QUALITY

Influent flow and wastewater strength information has been provided by the Parr Valley west wastewater treatment plant (WWTP-PV) as well as the existing Roseton Hills Sewer Works Corporation WWTP (WWTP-RH). The environment is protected by setting limits on certain parameters that will be discharged from the facility. These limits are provided in the facility's SPDES permit. Wastewater strength for this facility is primarily evaluated based on SPDES limits which for this facility include Biological Oxygen Demand (BOD), Total Suspended Solids (TSS), and Ammonia (NH_3).

The BOD is a general approximation of the organic strength of the wastewater. BOD represents the carbonaceous "food" for microorganisms to consume to treat the wastewater. In domestic wastewaters such as this, it is typical for a majority of the BOD to be dissolved in the wastewater. The remaining BOD arrives with other inorganic solids. Organic and inorganic solids are measured under the parameter TSS. Lastly the ammonia represents the nitrogenous "food" for the microorganisms to consume to treat the wastewater.

Removal of all three parameters results in a highly cleaned wastewater that can safely be discharged to the environment. Operational reports from the year 2015 were used to develop Table 1 below. The average daily flows, masses of BOD, TSS and Ammonia were combined to create a scenario of how the plant may have operated if they two systems were combined in 2015. Total masses were then converted back to concentrations using the combined 0.0701 MGD flow. Combined values are shown in bold below.

Table 1

Location	Average Daily/Max Day Flow (MGD)	Average/Max Day BOD (mg/L)	Average/Max Day TSS (mg/L)	Average/Max Day NH_3 (mg/L)*
Parr Valley West	0.0195 / 0.046	206.5 / 360	376.9 / 2,000	21.5 / 37.5
Roseton Hills Sewer District	0.0506 / 0.107	284.7 / 378	143.3 / 373	29.7 / 39.4
COMBINED AVERAGES	**0.0701 / 0.153**	**262.4 / 373.2**	**209.9 / 801.1**	**27.3 / 38.9**

* - No influent ammonia data available. Concentrations assumed. See details below.

The treatment facility was designed for an average daily flow of 120,000 gpd. The average daily flow is calculated by dividing the total volume of wastewater treated by the number of days in the month. Actual daily flows therefore may be less than or greater than this average. The maximum day flows shown above do not constitute a SPDES permit violation as it occurred on only one day in a month.

The facility was designed for an assumed influent BOD, TSS, and Nitrogen of 240 mg/L, 204 mg/L, and 39.6 mg/L respectively. Ammonia values are not reported on operational reports. It will be assumed for the purposes of this report that ammonia constitutes 25 mg/L of the Nitrogen. This assumption matches the apparent design intent of the facility. All the assumptions provided are typical of medium strength domestic wastewater. To estimate ammonia for Table 2 purposes, the 25 mg/L assumption was multiplied by the ratio of: actual BOD concentration/ 240. It should be noted that the operator took a grab sample during an MHE site visit on March 23, 2016. Using a field test kit a result of 25.6 mg/L for influent ammonia was obtained. This gives some indication that the assumption may be reasonable.

It is unclear how the 2,000 mg/L TSS value came from as this is well outside typical domestic wastewater values. If that is an anomaly the average and max values are reduced to 125 mg/L / 190 mg/L respectively.

Table 1 shows the facility has sufficient hydraulic and organic capacity to combine the two systems. Total average wastewater flow for the new District is estimated to range between 55,000 gpd and 102,000 gpd and equal approximately 70,100 gpd on average. This flow range is well below the permitted flow of 120,000 gpd. Similarly the combined facility would operate at approximately 63% capacity for organics and ammonia, and 50% for solids on average.

IV. EVALUATIONS AND RECOMMENDATIONS

Parr Valley West WWTP Evaluation

The facility is permitted to discharge 34,500 gpd and operates under SPDES permit NY-0098213. Table 1 shows current flows are well below this limit. The subdivision is at 100% buildout. It is unknown if the condominium complex is 100% occupied. The technical evaluation is limited to aspects of the facility that is proposed to be re-purposed into a pump station with equalization. The remaining portions of the facility are proposed to be abandoned pursuant to 6 NYCRR Part 750-2.11 regulations. A generalized flow diagram is not provided for reference since the treatment aspect of the facility is not proposed to be re-purposed.

The influent pump station conveys flows to the treatment plant. The facility is a packaged system with two identical trains consisting of: a bar screen, aeration tank for treatment, and a final clarifier to separate solids and wastewater. A sludge holding tank to store solids until they can be hauled away is also included. After aeration the flow from each train is combined to provide for disinfection to inactivate microorganisms in the effluent. Flow then is discharged to the receiving stream. All these components are operating well under the design flows.

The influent pump station consists of a wet well and two non-clog style pumps. The operator indicated that each pump is rated at 250 gpm. The manufacturer's pump curve shows 250 gpm at an approximate TDH of 19'. This appears accurate based on a cursory view of the site. The operator has indicated that the pumps clog routinely with rags.

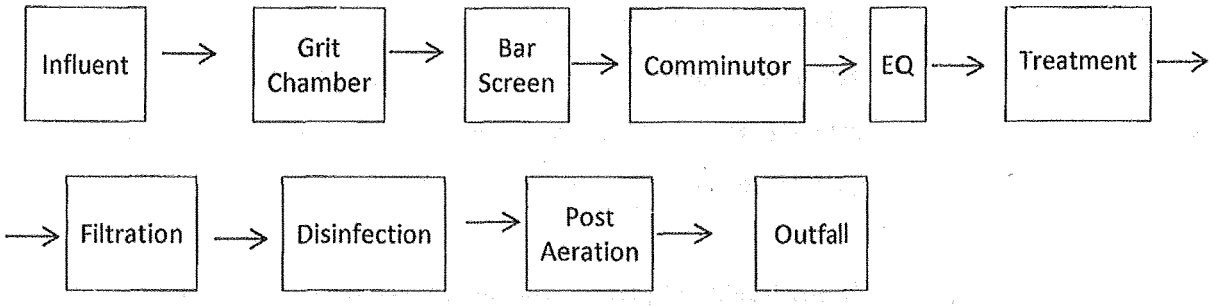
The treatment facility is constructed of steel that appears to be well beyond its design life. Holes in common walls between units have been indicated by the operator. It appears that no portion of the treatment process is salvageable. The treatment building which houses blowers, electrical, a desk, and spare parts appears to be in an acceptable condition.

Roseton Hills Sewer District WWTP Evaluation

The treatment facility operates under SPDES permit NY-0271373 and is currently meeting all permit limits. Two violations have been reported at this facility in 2015. The first violation occurred due to rags within the

filter system preventing proper function. The second violation was a result of faulty control wiring in the EQ pump system. Both violations were remedied quickly. MHE performed a preliminary analysis to establish what upgrades to the facility are required to accommodate Parr Valley West. This included a site visit on March 23, 2015 to review the facility and talk to the operator onsite. A generalized flow diagram for the facility is included in Figure 1 below:

Figure 1



It is felt that the facility can accept the wastewater from Parr Valley West without issue. The proposed sewer district is 100% built out so no additional flows as calculated in Table 1 (within the district) is anticipated. The facility is designed to treat 120,000 gpd of standard domestic wastewater. Current flows are approximately 50,600 gpd. Parr Valley West would raise the average daily flow to approximately 70,100 gpd. The facility currently uses hydrated lime to boost influent alkalinity to maintain process stability.

The facility consists of a grit chamber, bar screen, comminutor to grind incoming solids down to a small size, an equalization tank, 3 aeration tanks for treatment of BOD and ammonia, a clarifier to separate solids and wastewater, a sludge holding tank to store solids until they can be hauled away, a tertiary filter to polish the clarifier effluent of any solids, disinfection to inactivate microorganisms in the effluent, and lastly post aeration to provide the effluent with dissolved oxygen to protect the receiving stream. Most components are operating well under the design flows.

The chief operator indicated in March of 2016 that rags continue to be an issue, particularly on the equalization tank pumps. The facility has replaced both pumps twice in the last 4 years of operation. It appears the comminutor and bar screen is not performing in an acceptable manner.

HEADWORKS

The grit chamber, bar screen, and comminutor are collectively referred to as the headworks. The design plans show the flow path as: grit chamber – comminutor (w/bypass) - bar screen. The actual flow path as installed is grit chamber – bar screen – comminutor (w/bypass). The actual flow path is felt to be the better approach.

The grit chamber settles out inorganic solids that come in, allowing lighter organic solids to continue with the wastewater. The settled grit is manually removed by the operators when needed. Its effectiveness is unknown. To date no issues with grit in the facility has been reported.

The bar screen removes larger debris and rags from the waste stream. It is manually cleaned with approximately 1" space between bars which is consistent for this type of screen. The operators clean the bar screen daily to avoid backups. Given the rag issues at the facility, the effectiveness of the bar screen appears to be low.

The comminutor is designed to grind solids down to little pieces so that they do not interfere with downstream equipment. A bypass exists around the unit to allow for maintenance. This bypass is normally closed. The presence of rag material in the process is creating problems such as pump maintenance and permit violations. This indicates that either the unit is not functioning well or that the technology is not ideal for this facility.

EQUALIZATION TANK

The equalization (EQ) tank has a capacity of 27,478 gallons. This represents approximately 22.9% of the average daily design flow of 120,000 gpd. This percentage appears to have been approved by regulatory agencies. It is expected that this EQ tank would operate without issue at the revised combined design flow of 70,100 gpd. Experience from other facilities in the area indicates a range of 20% - 25% storage factor is typical. At the 22.9% storage factor, the proposed flow from the new District would only require approximately 16,053 gallons of the available 27,478 gallons.

FACILITY PUMPS

The EQ pumps appear to be the only pumps that require upgrading. Table 2 below shows the two pumps and the impact of adding Parr Valley West to the facility on an average day:

Table 2

Description	EQ Pumps		Filter Feed Pumps	
Pump Design Flow	43.5	gpm	70	gpm
Facility Avg. Flow	35.1	gpm	35.1	gpm
Existing Pump Run Time	19.4	hrs/day	10.0	hrs/day
Parr Valley West Pump Flow	13.6	gpm	13.6	gpm
Proposed Pump Run Time	**26.6**	**hrs/day**	**13.9**	**hrs/day**

The pumps have gone through 2 replacements since the initial installation 4 to 5 years ago. The most recent pumps are rated for 50 gpm and appear to the operators to actually be producing closer to 43.5 gpm and are sufficient for current flows.

It appears clear from Table 2 that the EQ pumps are insufficient to handle the proposed combined flow. The design plans show the EQ pumps were designed for 104 gpm (150,000 gpd). Restoring the pumps to the original design flow should be sufficient to handle the additional proposed average daily and max day flows with minimal need for the pumps to operate concurrently.

FILTER

The operators indicate the filter is a high maintenance item. The unit is a continuously backwashing filter. There is no redundant unit installed. The operators indicated during the site visit on March 23, 2016 that rags and debris accumulate and plug the filter. In addition they chemically clean the filter approximately bi-weekly. The tertiary filter appears to operate acceptably between cleanings and when rags do not plug the unit. There is no redundant filter at this facility.

The high maintenance presents a risk of failure and elevated operational costs. Loss of the filter results in a high risk the facility will not meet all SPDES permit limits. Operation and Maintenance manual from the manufacturer does not address chemical cleaning of the sand as part of its normal maintenance schedule. It is felt therefore that this is an abnormal operation needed to keep the system operational at this facility.

Recommendations for Parr Valley West WWTP

It is recommended that the Parr Valley West facility be re-purposed to convey wastewater to Roseton Hills. Re-purposing the facility involves screening improvements, conversion of an existing tank to an equalization tank, construction of a pump station and force main, installation of new controls and electrical components, and abandonment of the remaining tankage. All improvements to the facility shall conform to the latest edition of 10 State Standards. To establish a budgetary cost for improvements for this report the sizing of tanks and equipment use conservative methods. Final sizing is to be completed in the design phase and may differ from what is proposed herein.

Screening improvements include removal, washing, dewatering, and bagging of all influent debris. The noted rags/wipes issue creates increased maintenance and reliability issues. Removal of the material is currently the only reliable method of handling the material until the new comminution devices released in 2015 prove themselves in the long term.

Using a 25% storage factor the new pump station will require a wet well/EQ tank size of at least 4,875 gallons at the actual average daily flow of 19,500 gpd. The existing blowers at the facility appear to be recently replaced and can be re-purposed for equalization tank aeration and mixing.

A DR 11 HDPE or equal type transmission main is assumed for this report. The force main routing shall include a horizontal bore under New York State Route 9W (NYS 9W), a southerly tract within the NYS 9W Right-of-Way, then into Parr Valley East where it is proposed to connect into their gravity collection system. Route length depends on multiple factors. For this report a length of 2,200 lineal feet is assumed as this represents a more conservative design and cost.

The low daily flow from this facility requires a smaller 2" or possibly 3" force main to ensure solids cleansing velocities are achieved. A grinder pump is the only pump type allowed under the design standards for this size force main.

A grinder pump system sized to each provide, at minimum, the maximum day equalized flow with one pump out of service. The pumps should be of grinder type and would appear to require no more than 7.5 HP in energy. The choice of installation is anticipated to be based upon the most cost and energy effective approach found during design. Options include:

1. Submersible to be placed inside a tank.
2. Submersible in a separate wet well.
3. Installed in a dry pit.

The design of the pumps and force main will be coordinated in the design phase of the project to provide the most energy efficient approach. Further options are to be reviewed during design include energy saving measures such as using variable frequency drives on the pumps or utilize additional smaller flow pumps.

The facility will also require an emergency generator to meet current standards. The unit would operate on diesel and be located outside in a weatherproof, sound attenuated enclosure. Lastly the fencing at the facility is beyond its useful life and should be replaced only to allow for the new equipment. A semi-private vinyl fence has been assumed for this report. The existing building can be secured with locks and deadbolts.

Recommendations for Roseton Hills WWTP

The Roseton Hills facility can accept flow without issue, however the operators have noted issues with rags that clog EQ pumps and create issues downstream in the plant. Improvements are recommended to help ensure rags do not continue to create undue maintenance and failures of processes. The possibility of disposable wipes being utilized in the future creates an additional need for removal. To establish a budgetary cost for improvements for this report the sizing of tanks and equipment use conservative methods. Final sizing is to be completed in the design phase and may differ from what is proposed herein.

The influent comminutor is recommended to be removed and replaced with a screenings removal system such as a model AGV1800-285 as manufactured by JWC Environmental or equal. This all in one unit captures ground up screenings on a fine screen and user an auger to remove. Wastewater passes through to the downstream EQ tank. Collected screenings would be washed to remove organics, compacted to dewater them, and then bagged for easy removal by operators. The system appears to fit in the same footprint area that the comminutor occupied. Freeze protection would be required due to the climate. The required EQ volume for the combined facility is significantly less than the present volume. This allows for a new, lower inlet to be installed in the EQ tank to facilitate the unit. The existing bar screen would remain.

The proposed upgrade should stop rag material from entering the facility. There is a possibility that issues associated with rags could continue once upgrades are complete. This is caused by material already present within the system at the time of the upgrade. Any issues that arise are anticipated to be short term in nature.

The controls of the EQ tank would be modified to ensure the level in the EQ tank does not reach levels that would create issues with the new screenings removal unit. The EQ pumps should be replaced to return them to the design flow of 104 gpm to restore capacity in the combined system.

The high maintenance filter should remain, but undergo re-evaluation after headworks improvements are complete. In the event that the filter continues to require high maintenance then replacement of the filter should be investigated as an option.

The use of hydrated lime to boost alkalinity should be evaluated in the design phase to determine if a more cost effective chemical is available.

V. CAPITAL COST AND BENEFIT UNIT FORMULA

The project costs to design and construct the recommended improvements are shown in Table 2 below:

Table 2

Location	Description	Estimated Capital Cost
Parr Valley West	Abandonment of Facilities	$75,000
	New Screenings/Manhole Mod.	$160,000
	New EQ Tank	$30,000
	New EQ Pumps/Wet Well	$20,000
	Site Work/Fencing	$40,000
	Updated Controls	$10,000
	2,200 L.F. Force Main	$150,000
	NYS Route 9W Horizontal Bore	$30,000
	Emergency Generator	$30,000
Roseton Hills	New Screenings/Manhole	$160,000
	New EQ Pumps	$5,000
	Site Work	$10,000
	Updated Controls	$10,000
	SUBTOTAL:	**$730,000**
	10% Construction Contingency	$73,000
	CONSTRUCTION TOTAL:	**$803,000**
	Engineering Design	$147,500
	Legal, Administrative, Financial	$25,000
	Purchase Price of Roseton Hills WWTP	$1,850,000
	TOTAL PROJECT COSTS:	**$2,825,500**

All tax parcels located within the district are assessed benefit units for the purpose of fair distribution of capital costs as well as operation and maintenance costs. For the residential condominium complexes one benefit unit is assigned to each residential unit in the condominium. Similarly, for multi-family complexes in single ownership, each dwelling unit in the complex is assigned one benefit unit. Commercial parcels are

assigned benefit units based upon their design water flow divided by the average design residential flow for the District. An example of commercial estimation is as follows:

A commercial parcel is estimated to utilize 700 gallon per day by design standards. If a residential unit in the District is assumed to utilize 350 gallons per day then the commercial parcel would be assessed two (2) benefit units.

VI FIRST YEAR COST

The benefit system identified above was utilized to calculate contribution of each parcel towards debt service. Actual project costs are defined at this time as costs of construction of all recommendations proposed herein. As the Town intends to obtain long term financing for this debt, a thirty year payment schedule has been utilized to determine first year cost within the district. The Town of Newburgh has identified its current bond rate at 4.1 percent. Utilizing current bond principal and current bond rate, a level debt payment schedule was estimated as follows:

PROJECTED INTEREST RATE 4.1%

BOND PRINCIPAL $2,825,500

BOND TERM 30 YEARS

Monthly Payment
$13,783

Yearly Total
$165,389

A yearly cost to each individual parcel has been assessed based on the benefit system analysis identified above. There are 552 benefit units within the proposed District. The cost assessment is therefore $299.62 per benefit unit.

Operation and maintenance (O&M) costs for the combined system were estimated using actual costs wherever possible. Costs to the Parr Valley West should be significantly reduced while only have a small increase at the Roseton Hills treatment facility.

The costs to Parr Valley West facility would be significantly reduced due to lower utility, testing, and time required onsite. Permit fees and sludge removal costs would also appear to be eliminated from the annual costs. The current O&M budget for Parr Valley West is approximately $36,000 per year. This report will assume the cost will be reduced to $12,000 per year.

The costs to Roseton Hills facility would be increased slightly as a result of increased aeration and sludge removal. The current O&M budget for Roseton Hills is approximately $82,550 per year. This report will assume the cost will be increased to $88,000 per year.

The combined O&M for the proposed District is therefore $100,000 per year. This is $181.16 per benefit unit.

The table below summarizes the first year costs:

Capital Cost	O&M Cost(1)	TOTAL
$299.62	$181.16	$480.78

(1) – O&M Costs are adjusted annually, trending upward over time.

The proposed action should not require New York State Audit and Control approval. The 2016 threshold for sewer districts is set by New York State Audit and Control and is $798 per benefit unit. This threshold is adjusted annually, with the new threshold taking effect every January 1st.

VII CONCLUSION AND RECOMMENDATIONS

The proposed debt service cost to the individual parcels within the district to purchase the District and expand it to include Parr Valley West along with improvements to both treatment facilities appears reasonable and does not exceed the threshold that would require New York State Audit and Control approval.

Our office recommends modifying the district's financing and benefit payment as identified above. This is based on this office's review of the sewer district service area, the original expressed interest of property owners be included and to participate in the district and allocation of cost on a benefit basis.

It is further recommended that the Town of Newburgh Town Board undertake any necessary actions relative to modifying and reallocating cost within the district on a benefit use system in accordance with recommendations of the Town Attorney.

Respectfully submitted,

McGoey, Hauser and Edsall
Consulting Engineers, D.P.C.

Andy Seidel, P.E.
Senior Engineer

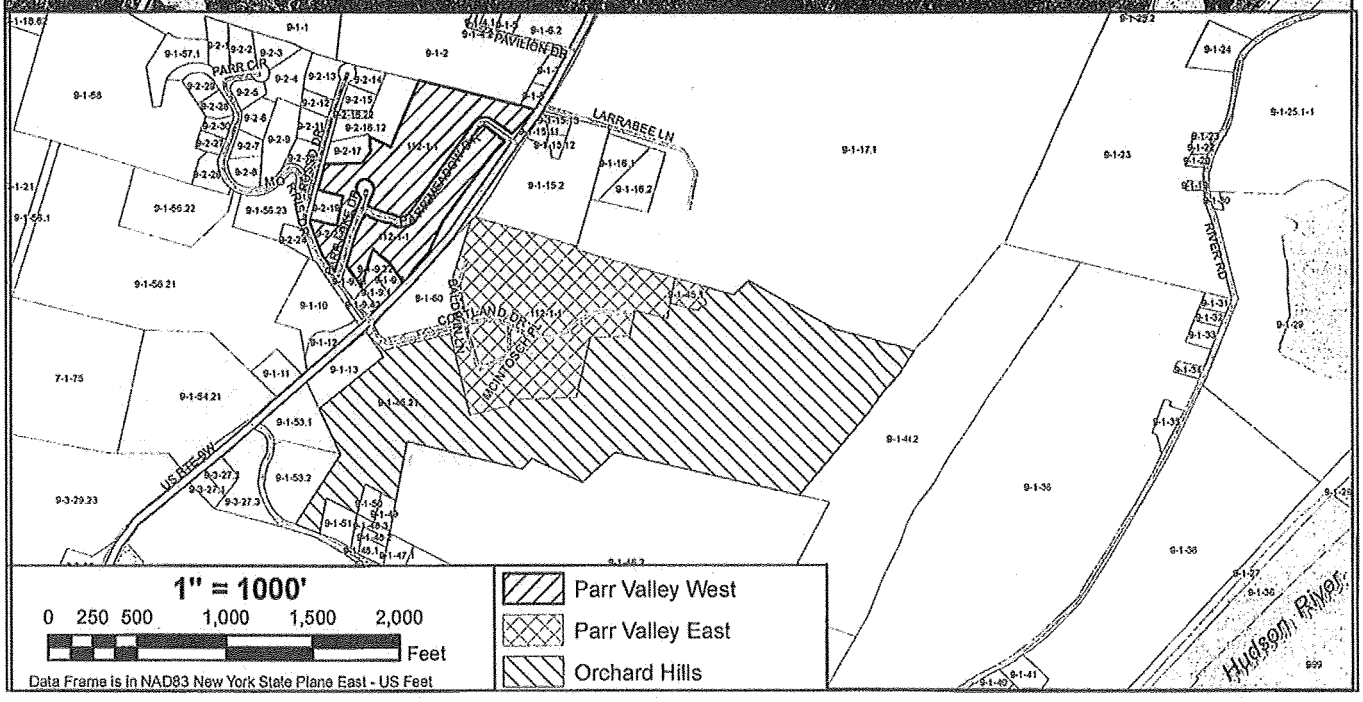
Mark Edsall, P.E.
Principal

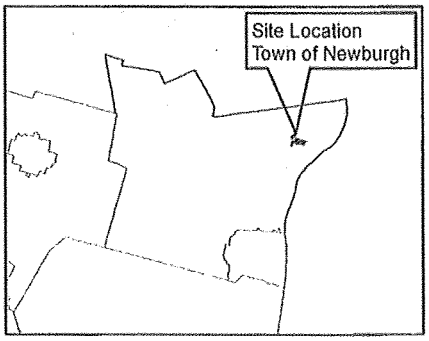
ATTACHMENT 1
MAP OF DISTRICT

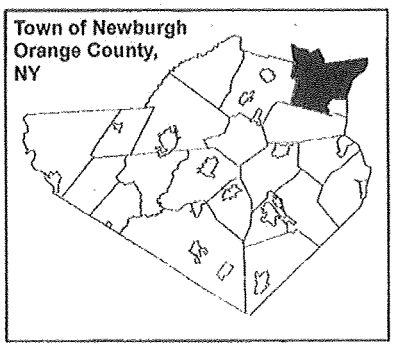
Roseton Hills Sewer District
Town of Newburgh, New York
March 23, 2016

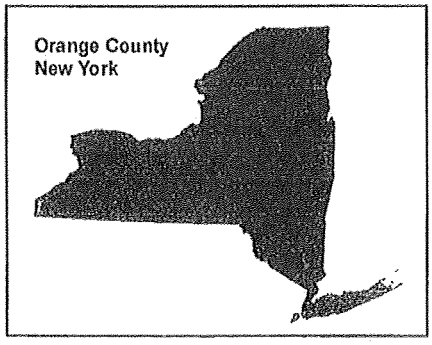
Produced by:

McGoey, Hauser & Edsall, D.P.C.









ATTACHMENT 2
DISTRICT BOUNDARY DESCRIPTION

Metes and Bounds Description
Roseton Hills Sewer District (East)

ALL that certain plot, piece or parcel of land situate, lying, and being in the Town of Newburgh, County of Orange, State of New York being more particularly bounded and described as follows:

BEGINNING at a point lying on the northerly side Oak Street, said point being the southeasterly corner of lands now or formerly of Gurda and also being the southwesterly corner of the parcel herein intended to be described.

THENCE north 30 degrees 02 minutes 06 seconds east for a distance of 474.81 feet along lands now or formerly of Gurda to a point.

THENCE north 25 degrees 32 minutes 18 seconds west for a distance of 249.10 feet along other lands now or formerly of Gurda to a point.

THENCE north 51 degrees 52 minutes 54 seconds east for a distance of 471.17 feet along lands now or formerly of Route 9W Associates of Newburgh Inc. to a point.

THENCE north 35 degrees 28 minutes 26 seconds west for a distance of 167.43 feet continuing along lands now or formerly of Route 9W Associates of Newburgh Inc. to a point lying on the easterly side of New York State Route 9W.

THENCE north 44 degrees 01 minutes 09 seconds east for a distance of 44.72 feet along the easterly side of New York State Route 9W to a point.

THENCE south 42 degrees 42 minutes 09 seconds east for a distance of 72.93 feet along lands now or formerly of Newtown Investors, Inc. to a point.

THENCE on a curve to the left having a radius of 45.00 feet and an arc length of 47.91 feet continuing along lands now or formerly of Newtown Investors, Inc. to a point.

THENCE north 76 degrees 17 minutes 51 seconds east for a distance of 435.02 feet continuing along lands now or formerly of Newtown Investors, Inc. to a point.

THENCE north 13 degrees 42 minutes 09 seconds west for a distance of 240.00 feet along other lands now or formerly of Newtown Investors, Inc. to a point.

THENCE north 19 degrees 33 minutes 34 seconds east for a distance of 365.23 feet continuing along other lands now or formerly of Newtown Investors, Inc. to a point.

THENCE south 74 degrees 33 minutes 07 seconds east for a distance of 612.29 feet along lands now or formerly of Mazzola to a point.

THENCE south 14 degrees 34 minutes 50 seconds west for a distance of 15.84 feet along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE south 74 degrees 24 minutes 10 seconds east for a distance of 917.40 feet continuing along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE north 48 degrees 46 minutes 50 seconds east for a distance of 111.54 feet continuing along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE south 60 degrees 36 minutes 10 seconds east for a distance of 569.54 feet continuing along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE south 79 degrees 12 minutes 35 seconds east for a distance of 355.81 feet continuing along lands now or formerly of Cedar Hill Cemetery to point.

THENCE south 37 degrees 48 minutes 31 seconds west for a distance of 142.19 feet along lands now or formerly of FNSN LLC to a point.

THENCE south 43 degrees 15 minutes 30 seconds west for a distance of 60.08 feet along other lands now or formerly of FNSN LLC to a point.

THENCE south 38 degrees 34 minutes 41 seconds west for a distance of 121.45 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 43 degrees 35 minutes 34 seconds west for a distance of 56.31 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 38 degrees 55 minutes 04 seconds west for a distance of 322.27 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 33 degrees 07 minutes 58 seconds west for a distance of 49.09 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 40 degrees 21 minutes 30 seconds west for a distance of 270.38 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 37 degrees 19 minutes 47 seconds west for a distance of 43.50 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENC along said lands now or formerly of Farkas and generally along a stone wall, the following courses and distance:

- North 75 degrees 53 minutes 09 seconds west for a distance of 275.69 feet to a point.
- North 77 degrees 55 minutes 50 seconds west for a distance of 223.90 feet to a point.
- North 70 degrees 27 minutes 25 seconds west for a distance of 65.07 feet to a point.
- North 76 degrees 32 minutes 36 seconds west for a distance of 416.35 feet to a point.
- North 80 degrees 45 minutes 11 seconds west for a distance of 106.91 feet to a point.

THENCE continuing along lands now or formerly of Farkas and generally along a wire fence, the following courses and distances:

- South 56 degrees 48 minutes 19 seconds west for a distance of 80.12 feet to a point.
- South 46 degrees 35 minutes 11 seconds west for a distance of 45.14 feet to a point.
- South 40 degrees 50 minutes 06 seconds west for a distance of 121.96 feet to a point.
- North 64 degrees 16 minutes 51 seconds west for a distance of 321.55 feet to a point.

- South 43 degrees 36 minutes 55 seconds west for a distance of 75.64 feet to a point.
- North 77 degrees 56 minutes 34 seconds west for a distance of 189.79 feet to a point.
- North 79 degrees 18 minutes 03 seconds west for a distance of 150.30 feet to a point.
- North 75 degrees 53 minutes 51 seconds west for a distance of 335.82 feet to a point.
- South 11 degrees 20 minutes 16 seconds west for a distance of 306.68 feet to a point.

THENCE north 64 degrees 47 minutes 52 seconds west for a distance of 212.86 feet along lands now or formerly of Duckworth and along lands now or formerly of Byczek to a point.

THENCE south 11 degrees 18 minutes 40 seconds west for a distance of 209.93 feet continuing along lands now or formerly of Byczek to a point.

THENCE north 65 degrees 51 minutes 20 seconds west for a distance of 200.00 feet along lands now or formerly of Savarese to a point.

THENCE south 11 degrees 18 minutes 40 seconds west for a distance of 178.30 feet continuing along lands now or formerly of Savarese to a point lying on the northerly side of Oak Street.

THENCE north 69 degrees 41 minutes 05 seconds west for a distance of 132.23 feet along the northerly side of Oak Street to the point or place of beginning.

SUBJECT to any easements, covenants, or restrictions of record.

Metes and Bounds Description
Roseton Hills Sewer District (West)

ALL that certain plot, piece or parcel of land situate, lying, and being in the Town of Newburgh, County of Orange, State of New York being more particularly bounded and described as follows:

BEGINNING at a point lying on the westerly side of New York State Route 9W (State Highway #5007), said point being the northeasterly corner of lands now or formerly of Kahn and also being the southeasterly corner of the parcel herein intended to be described.

THENCE north 37 degrees 05 minutes 25 seconds west for a distance of 150.00 feet along lands now or formerly of Khan to a point.

THENCE north 42 degrees 51 minutes 40 seconds east for a distance of 4.58 feet along Parcel II as shown on filed map #8582 filed in the Orange County Clerk's Office to a point.

THENCE north 53 degrees 21 minutes 40 seconds west for a distance of 125.51 feet continuing along Parcel II as shown on said filed map to a point.

THENCE south 17 degrees 42 minutes 50 seconds west for a distance of 215.00 feet continuing along Parcel II as shown on said filed map to a point.

THENCE north 37 degrees 05 minutes 25 seconds west for a distance of 147.76 feet along lands now or formerly of James & McGuiness to a point lying on the easterly side of Parr Lake Drive.

THENCE north 17 degrees 42 minutes 50 seconds east for a distance of 166.31 feet along the easterly side of Parr Lake Drive to a point.

THENCE north 24 degrees 36 minutes 02 seconds east for a distance of 241.48 feet continuing along the easterly side of Parr Lake Drive to a point.

THENCE on a curve to the left having a radius of 50.00 feet an arc length of 235.62 feet along Parr Lake Drive to a point.

THENCE south 24 degrees 36 minutes 02 seconds west for a distance of 194.49 feet along the westerly side of Parr Lake Drive to a point.

THENCE south 17 degrees 42 minutes 50 seconds west for a distance of 6.44 feet continuing along the westerly side of Parr Lake Drive to a point.

THENCE north 76 degrees 12 minutes 40 seconds west for a distance of 70.25 feet along lands now or formerly of Felicello to a point.

THENCE north 14 degrees 42 minutes 50 seconds east for a distance of 172.51 feet along Lot #3 of Parr Estates to a point.

THENCE north 76 degrees 45 minutes 00 seconds west for a distance of 150.00 feet continuing along Lot #3 of Parr Estates to a point lying on the easterly side of Russo Drive.

THENCE north 15 degrees 37 minutes 05 seconds east for a distance of 150.00 feet along the easterly side of Russo Drive to a point.

THENCE north 87 degrees 59 minutes 40 seconds east for a distance of 217.25 feet along Lot #5 of Parr Estates to a point.

THENCE north 39 degrees 29 minutes 40 seconds east for a distance of 76.00 feet continuing along Lot #5 of Parr Estates to a point.

THENCE north 02 degrees 07 minutes 40 seconds west for a distance of 84.30 feet continuing along Lot #5 of Parr Estates to a point.

THENCE south 65 degrees 23 minutes 58 seconds east for a distance of 130.00 feet along Lot #6 of Parr Estates to a point.

THENCE north 24 degrees 36 minutes 02 seconds east for a distance of 395.33 feet continuing along Lot #6 of Parr Estates to a point.

THENCE south 74 degrees 56 minutes 40 seconds east for a distance of 666.13 feet along lands now or formerly of Middle Hope Fire Company, Inc. and along lands now or formerly of Porco to a point lying on the westerly side of New York State Route 9W (State Highway #5007).

THENCE the following courses and distances along the westerly side of New York State Route 9W (State Highway #5007):

- South 42 degrees 09 minutes 05 seconds west for a distance of 214.22 feet to a point.
- South 43 degrees 14 minutes 05 seconds west for a distance of 140.50 feet to a point.
- South 37 degrees 09 minutes 35 seconds west for a distance of 460.10 feet to a point.
- South 24 degrees 22 minutes 35 seconds west for a distance of 158.20 feet to a point
- South 41 degrees 03 minutes 35 seconds west for a distance of 204.33 feet to the point or place of beginning.

SUBJECT to any easements, covenants, or restrictions of record.