

COMMON COUNCIL MEETING
January 18, 2022
6:00PM

ORDER OF BUSINESS

- I. Call to Order
- II. Salute to the Flag
- III. Roll Call
- IV. Adoption of Agenda
- V. Proclamations
- VI. Communications and Presentations
- VII. Public Participation
- VIII. Controller's Report
- IX. Old Business:
- X. New Business:
 - (a) Resolutions
 - (b) Ordinances:
 - (c) Local Laws:
 - (d) Introduction of Ordinances:
 - (e) Introduction of Local Laws:
 - (f) Committee Reports
 - (g) Scheduling of Committee Meetings
 - (h) Other
- XI. Executive Session
- XII: Adjournment

5:30PM COW

- 1. Review of Agenda Items
- 2. Any other business to come before the Council

COMMON COUNCIL MEETING

January 18, 2022

6:00PM

OLD BUSINESS

NEW BUSINESS

| | |
|--|---------------------|
| 123. RESOLUTION APPROVING MINUTES | MARTUSCELLO |
| 124. RESOLUTION APPOINTING COMMISSIONER OF DEEDS | S. GOMULA |
| 125. RESOLUTION TRANSFERRING FUNDS- RECREATION SKATING RINK DONATION | MARTUSCELLO |
| 126. RESOLUTION AMENDING BUDGET- CONTROLLER/ WWTP IMPROVEMENT STUDY | S. GOMULA |
| 127. RESOLUTION APPROVING CONTRACT-ORION MANAGEMENT COMPANY | MAYOR |
| 128. RESOLUTION DESIGNATION OF A SEQRA TYPE II ACTION | MAYOR |
| 129. RESOLUTION APPOINTING CERTIFYING OFFICER | MAYOR |
| 130. RESOLUTION AMENDING BUDGET- ENGINEERING/ARPA | COLLINS |
| 131. RESOLUTION AMENDING BUDGET ENGINEERING/DPW MVA | QUIST-DEMARS |
| 132. RESOLUTION AMENDING BUDGET - ENGINEERING WATER REPLACEMENT PARTS | QUIST-DEMARS |
| 133. RESOLUTION APPROVING AUDIT | COLLINS |

COMMON COUNCIL MEETING

January 18, 2022

6:00PM

RESOLUTION #21/22-123

RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING

BY: ALDERMAN MARTUSCELLO

_____ **RESOLVED**, the minutes of the last Common Council Regular Meeting of January 1, 2022 are hereby adopted.

City of Amsterdam, NY

| | Aye | Nay |
|-----------------------|-----|-----|
| Alderman Quist-Demars | | |
| Alderman D. Gomula | | |
| Alderman Collins | | |
| Alderman S. Gomula | | |
| Alderman Martuscello | | |

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING
January 18, 2022
6:00PM

RESOLUTION #21/22-124

RESOLUTION APPOINTING COMMISSIONER OF DEEDS

BY: ALDERMAN S. GOMULA

WHEREAS, the Common Council is authorized by the New York State Executive Law §139 to appoint Commissioners of Deeds, for a term of two years from the date of their appointment; now therefore be it

RESOLVED, the following person is hereby appointed Commissioners of Deeds for the City of Amsterdam, New York for two years from the date of appointment:

Patrick Russo 26 Ellsworth Ave Amsterdam, NY 12010

City of Amsterdam, NY

| | Aye | Nay |
|-------------------------|-----|-----|
| Alderwoman Quist-Demars | | |
| Alderman D. Gomula | | |
| Alderwoman Collins | | |
| Alderman S. Gomula | | |
| Alderman Martuscello | | |

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

January 18, 2022

6:00PM

RESOLUTION #21/22-125

**RESOLUTION TRANSFERRING FUNDS- RECREATION SKATING RINK
DONATION**

BY: ALDERMAN MARTUSCELLO

WHEREAS, donations were received from the Heck Family, Alpin Haus, the Bareletta Boat Company and the Bill and Kristen French Foundation to fund both the 150' long and 50' wide skating rink located in Veteran's park as well as another project located in Veteran's Park to be announced at a later date; now therefore be it

RESOLVED, the Controller is authorized to amend the 2021/2022 budget as follows:

DECREASE EXPENSE:

| | | |
|--------|-------------------|-------------|
| A.2705 | Gifts & Donations | \$36,179.00 |
|--------|-------------------|-------------|

INCREASE EXPENSE:

| | | |
|-------------|-----------------|-------------|
| A.7020.4000 | Rec Contractual | \$36,179.00 |
|-------------|-----------------|-------------|

City of Amsterdam, NY

| | <u>Aye</u> | <u>Nay</u> |
|------------------------------|------------|------------|
| <u>Alderman Quist-Demars</u> | | |
| <u>Alderman D. Gomula</u> | | |
| <u>Alderman Collins</u> | | |
| <u>Alderman S. Gomula</u> | | |
| <u>Alderman Martuscello</u> | | |

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING
January 18, 2022
6:00PM

RESOLUTION #21/22-126

RESOLUTION AMENDING BUDGET- CONTROLLER'S OFFICE/WWTP

BY: ALDERMAN S. GOMULA

WHEREAS, a budget amendment is necessary to make available a portion of the ARPA funding in order to pay for the services and preparation of a Preliminary Engineering Report (PER) from Barton & Loguidice; and

WHEREAS, the PER was completed for the WWTP Improvement Study and needed in order to apply for financial assistance and grants; now therefore be it

RESOLVED, the Controller is authorized to amend 2021/2022 budget as follows:

INCREASE REVENUE:

| | | |
|--------|--------------------|-------------|
| G.5031 | Interfund Transfer | \$25,000.00 |
|--------|--------------------|-------------|

INCREASE EXPENSE:

| | | |
|-------------|---------------------|-------------|
| G.8120.4000 | Contractual Expense | \$25,000.00 |
|-------------|---------------------|-------------|

City of Amsterdam, NY

| | Aye | Nay |
|-----------------------|-----|-----|
| _____ | | |
| Alderman Quist-Demars | | |
| _____ | | |
| Alderman D. Gomula | | |
| _____ | | |
| Alderman Collins | | |
| _____ | | |
| Alderman S. Gomula | | |
| _____ | | |
| Alderman Martuscello | | |

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2022

COMMON COUNCIL MEETING

January 18, 2022

6:00PM

RESOLUTION #21/22-127

RESOLUTION APPROVING CONTRACT-ORION MANAGEMENT COMPANY

BY: MAYOR CINQUANTI

WHEREAS, the City of Amsterdam was awarded a \$898,400 HUD Community Development Block Grant (CDBG) under the Federal fiscal year 2021 by the New York State Housing Trust Fund Corporation to undertake the installation of a corrosion control system at the City's Water Treatment Plant; and,

WHEREAS, the City wishes to use the services of Orion Management Company to provide administrative and program delivery services in order to carry out the project in compliance with regulations of the U.S. Department of Housing and Urban Development and the New York State Office of Community Renewal; Now therefore be it

RESOLVED, that the City of Amsterdam enter into a consulting agreement with Orion Management Company and the Mayor of the City of Amsterdam is hereby authorized to sign the agreement on behalf of the City of Amsterdam.

City of Amsterdam, NY

| | Aye | Nay |
|-------------------------|-----|-----|
| Alderwoman Quist-Demars | | |
| Alderman D. Gomula | | |
| Alderwoman Collins | | |
| Alderman S. Gomula | | |
| Alderman Martuscello | | |

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

January 18, 2022

6:00PM

RESOLUTION #21/22-128

RESOLUTION DESIGNATION OF A SEQRA TYPE II ACTION

BY: MAYOR CINQUANTI

WHEREAS, the New York State Office of Community Renewal has awarded a Community Development Block Grant (CDBG) to the City of Amsterdam in the amount of \$898,400 for the installation of a corrosion control system at the City Water Treatment Plant; and,

WHEREAS, a review of the project pursuant to the State Environmental Quality Review Act, Title 6 NYCRR Part 617 (SEQRA) is required before CDBG funds can be utilized for the project; and,

WHEREAS improvements to existing public facilities and infrastructure qualifies as a Type II action under SEQRA pursuant to 6 NYCRR Section 617.5; Now, therefore be it

RESOLVED, that the City of Amsterdam declares the proposed project to be a Type II action pursuant to SEQRA.

City of Amsterdam, NY

| | <u>Aye</u> | <u>Nay</u> |
|------------------------------|------------|------------|
| <u>Alderman Quist-Demars</u> | | |
| <u>Alderman D. Gomula</u> | | |
| <u>Alderman Collins</u> | | |
| <u>Alderman S. Gomula</u> | | |
| <u>Alderman Martuscello</u> | | |

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING
January 18, 2022
6:00PM

RESOLUTION #21/22-129

RESOLUTION APPOINTING CERTIFYING OFFICER

BY: MAYOR CINQUANTI

WHEREAS, the City of Amsterdam was awarded a \$898,400 HUD Community Development Block Grant (CDBG) under the Federal fiscal year 2021 by the New York State Housing Trust Fund Corporation to undertake the installation of a corrosion control system at the City's Water Treatment Plant ; and,

WHEREAS, an environmental review process must be undertaken pursuant to the National Environmental Policy Act (NEPA) prior to the expenditure of CDBG funds; and,

WHEREAS, the environmental review process requires the appointment of a Certifying Officer, to certify compliance with NEPA, Now, Therefore, Be It

RESOLVED, that the Mayor of the City of Amsterdam is hereby designated as Certifying Officer for the environmental review process for the Community Development Block Grant.

City of Amsterdam, NY

| | Aye | Nay |
|--------------------------|-----|-----|
| Alderswoman Quist-Demars | | |
| Alderman D. Gomula | | |
| Alderswoman Collins | | |
| Alderman S. Gomula | | |
| Alderman Martuscello | | |

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2022

COMMON COUNCIL MEETING
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RESOLUTION #21/22-130

RESOLUTION AMENDING BUDGET- ENGINEERING/ARPA

BY: ALDERWOMAN COLLINS

WHEREAS, a budget amendment is necessary to pay for demolition of various City owned buildings and air monitoring that will be required during this process from ARPA funds received; now therefore be it

RESOLVED, the Controller is authorized to amend 2021/2022 budget as follows:

INCREASE REVENUE:

| | | |
|------------|---------------------------------|--------------|
| A.5031..04 | Interfund Transfer – Controller | \$404,000.00 |
|------------|---------------------------------|--------------|

INCREASE EXPENSE:

| | | |
|-------------|-------------------------|--------------|
| A.3620.4000 | Demolition of Buildings | \$404,000.00 |
|-------------|-------------------------|--------------|

City of Amsterdam, NY

| | Aye | Nay |
|-------------------------|-----|-----|
| _____ | | |
| Alderwoman Quist-Demars | | |
| _____ | | |
| Alderman D. Gomula | | |
| _____ | | |
| Alderwoman Collins | | |
| _____ | | |
| Alderman S. Gomula | | |
| _____ | | |
| Alderman Martuscello | | |

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2022

COMMON COUNCIL MEETING
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6:00PM

RESOLUTION #21/22-131

RESOLUTION AMENDING BUDGET- ENGINEERING/DPW

BY: ALDERWOMAN QUIST-DEMARS

WHEREAS, a budget amendment is necessary to pay for repairs to a City of Amsterdam DPW vehicle which was damaged in an accident; now therefore be it

RESOLVED, the Controller is authorized to amend 2021/2022 budget as follows:

INCREASE REVENUE:

| | | |
|-----------|----------------------|------------|
| A.2680.21 | Insurance Recoveries | \$2,870.71 |
|-----------|----------------------|------------|

INCREASE EXPENSE:

| | | |
|-------------|-------------|------------|
| A.5110.4000 | Contractual | \$2,870.71 |
|-------------|-------------|------------|

City of Amsterdam, NY

| | <u>Aye</u> | <u>Nay</u> |
|------------------------------|------------|------------|
| <u>Alderman Quist-Demars</u> | | |
| <u>Alderman D. Gomula</u> | | |
| <u>Alderman Collins</u> | | |
| <u>Alderman S. Gomula</u> | | |
| <u>Alderman Martuscello</u> | | |

MICHAEL CINQUANTI, MAYOR
DATED: _____, 2022

COMMON COUNCIL MEETING

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RESOLUTION #21/22-132

RESOLUTION AMENDING BUDGET- ENGINEERING WATER REPLACEMENT PARTS

BY: ALDERWOMAN QUIST-DEMARS

WHEREAS, a budget amendment is necessary to pay for supplies, parts, and equipment that was reimbursed to the City from various MVA's; now therefore be it

RESOLVED, the Controller is authorized to amend 2021/2022 budget as follows:

INCREASE REVENUE:

| | | |
|-----------|----------------------|------------|
| A.2680 | Insurance Recoveries | \$7,864.58 |
| A.2680.21 | Insurance Recoveries | \$ 297.84 |

INCREASE EXPENSE:

| | | |
|-------------|-------------------|------------|
| F.8340.4042 | Replacement Parts | \$7,864.58 |
| A.5110.4000 | Contractual | \$ 297.84 |

City of Amsterdam, NY

i

| | Aye | Nay |
|--------------------------|-----|-----|
| Alderswoman Quist-Demars | | |
| Alderman D. Gomula | | |
| Alderswoman Collins | | |
| Alderman S. Gomula | | |
| Alderman Martuscello | | |

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

COMMON COUNCIL MEETING

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6:00PM

RESOLUTION #21/22-133

RESOLUTION APPROVING AUDIT

BY: ALDERWOMAN COLLINS

RESOLVED, the bills examined by the Common Council are reported herewith as correct and they are, allowed and paid and the City Clerk is authorized and empowered to issue warrants in payment of the same.

City of Amsterdam, NY

| | Aye | Nay |
|--------------------------|-----|-----|
| Alderswoman Quist-Demars | | |
| Alderman D. Gomula | | |
| Alderswoman Collins | | |
| Alderman S. Gomula | | |
| Alderman Martuscello | | |

MICHAEL CINQUANTI, MAYOR

DATED: _____, 2022

**CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF AMSTERDAM
AND
ORION MANAGEMENT COMPANY**

THIS AGREEMENT, made as of the _____ day of January 2022, by and between the City of Amsterdam, hereinafter referred to as the "City" and Orion Management Company, Planning and Development Consultant of Amsterdam, New York, hereinafter referred to as the "Consultant", details the terms and conditions applicable to the following services:

Consulting and Program Delivery Services as required to assist in implementation and administration of a Community Development Block Grant for Improvements at the City Water Treatment Plant awarded under the 2022 fiscal year.

I. EMPLOYMENT OF THE CONSULTANT

The City hereby engages the Consultant, and the Consultant hereby agrees to perform the services detailed in this Agreement. The services of the Consultant are to commence upon execution of this Agreement and be undertaken in an expeditious manner in order to accomplish the purposes of the Agreement and meet schedules and deadlines established by the parties to this Agreement or by other Agencies involved.

II. SCOPE OF SERVICES

A. General Advisory Services

The Consultant shall provide advice and assistance at the specific direction of local officials or designated project directors for the overall administration of State and Federal funding programs and the implementation of the activities included in those programs including:

B. Administrative and Program Delivery Services

Provision of services required to implement the activities contained in funding programs and projects undertaken by the City including, but not limited to:

- Assistance in establishment and implementation of public information programs to meet applicable Citizen Participation requirements and promote participation by local residents in all program activities.
- Prepare documentation necessary to execute a grant agreement with the Office of Community Renewal
- Assist project engineers with plans, surveys, design details, specifications, contract documents, bidding, construction supervision, or other technical assistance required to implement activities in compliance with State and Federal requirements.
- Prepare an environmental review record to include all documentation necessary to meet requirements of the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA).
- Preparation of job descriptions, advertisements, public notices, interviews and other assistance necessary to recruit staff and/or consultants required to assist the community in implementing the activities under the funding programs.

- Review of all expenditures in carrying out the project and preparation of requisitions for grant funding
- Assist and advise in procedures to reach out to WMBE service providers and Section 3 entities.
- Preparation of required interim Performance Reports and Final Closeout Reports for the activities included in the funding programs.
- Preparation of any program amendments or budget revisions required to reflect changes in approved programs.
- Monitor for compliance with Federal Labor Standards, including paying of prevailing wage rates. Carry out job site interviews of construction workers.
- Compliance with all applicable Federal regulations under the U.S. Department of Housing and Urban Development regulations.
- Coordinate with the City Controllers office to ensure proper financial controls and accountability.

C. Provision of Additional Resources

The consultant shall undertake efforts necessary to obtain other resources potentially available to the City, including, but not limited to:

- Identification of resources available to support local community development efforts.
- Plans, details, cost estimates or applications required to obtain such additional resources.

D. Other Services

Provision of advice and assistance as required to help develop and coordinate the range of housing, economic development, and community development activities being planned or administered by the City including, but not limited to the following:

- Developing procedures necessary to assure compliance with applicable state and federal regulations related to specific program functions.
- Activities necessary to obligate and expend funds for approved community development activities.
- Any other assistance required including attendance at meetings on behalf of the community with public and private agencies, groups, or individuals; preparation of background information and analysis or other materials necessary for the planning, development or administration of the community development activities covered by this Agreement.
- Oversight and assistance to City staff in carrying out programs undertaken by the City.

II. COMPENSATION AND METHOD OF PAYMENT

A. Payment

The City shall pay the Consultant for the services detailed in this Agreement according to the following schedule. The Consultant shall provide monthly reports to the City as to the status of work performed and approximate funds expended under this contract. The consultant shall also provide monthly timesheets which allocate time spent on each project or funding program undertaken by the City. For Services outlined under Section II. above, provided at the direction of local officials, fees shall be billed at the following rates for actual time and expenses incurred:

1. For professional services, the following rates shall apply during the calendar year in which this Agreement is executed:

| | |
|-----------|-------------------------------|
| Principal | \$96.00/Hour |
| Clerical | N/C (included in above Rates) |

2. At direct cost for out-of-pocket expenses, outside professional services, materials, reproduction costs, long-distance telephone calls, etc.
3. For travel expenses:
 - i) 50 cents per mile for required automobile travel;
 - ii) at direct cost for travel by commercial carrier; and
 - iii) at direct cost for lodging and subsistence if required during travel outside the Amsterdam area. Travel by commercial carrier and cost of lodging shall be approved by the Mayor prior to incurring such costs.

B. Terms for Payment:

All amounts due are payable within 60 days from receipt of a Requisition for Payment according to the terms of this Agreement. A carrying charge may be added for any amount unpaid after 60 days calculated as 1.5% of the amount due per month (18% per annum) until the total amount due is paid.

C. Maximum Compensation:

Notwithstanding other terms of this agreement, the maximum total compensation paid to the Consultant under this Agreement shall not exceed the amounts specified for administrative and program delivery as spelled out in the Grant Agreement between the New York State Office of Community Renewal and the City of Amsterdam, unless approved by the City in writing.

IV. TERM OF AGREEMENT

A. Contract Termination

This contract shall terminate on the earlier of;

1. Completion of all programs operating through the urban Renewal Office or,
2. December 31, 2024,
3. Termination by either party for cause upon thirty (30) days written notice stating the basis for termination, or,
4. Termination by mutual consent of both parties

In the event of termination, all materials prepared under the Agreement shall be forwarded to the City and shall become the property of the City. The Consultant shall be paid all amounts due for work completed according to the provisions of this Agreement.

V. OTHER CONDITIONS

The following additional conditions, applicable to HUD CDBG programs administered through the New York State Office of Community Renewal, shall also apply to this Agreement.

A. Equal Employment Opportunity

Consultant shall comply with the applicable provisions of Executive Order 11246, entitled "Equal Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair of public facilities shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding City.

C. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal grant program legislation, all construction contracts for public facilities work awarded by Recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to the Federal awarding agency.

D. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)

All contracts awarded in excess of \$2000 for public works construction that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

E. Patent Rights to Inventions Made Under a Contract or Agreement

Patent rights for any performance of experimental, developmental, or research work shall be subject to the patent rights of the Federal Government and the Recipient in any resulting invention in accordance with 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.

F. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et sea.), as amended

This contract is subject to provisions of the Clean Air act and all subgrants of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders or regulations issued

pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. Section 3 12 U.S.C. 1701u of The Housing and Community Development Act of 1968

1. This contract is subject to Section 3 requirements as set forth at 24 CFR 135.38 and as follows:

a. 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. 1701 u (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.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR 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 impediments that would prevent them from complying with the Part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understand, if any, a notice advising the labor organization or workers' representative of the Contractor's 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; 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 DFR Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice 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 Agreement 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 Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

2. Contractor shall maintain such records, and complete and submit forms as may be amended from time to time, as required by the NYS Office of Community Renewal ("OCR") and/or HUD including but not limited to the Section 3 New Hires Report and the Section 3 Business Certification Package. Such forms shall be submitted in accordance with the directions contained therein and at such other times as the OCR and/or HUD may direct.

H. Bidding and Contracting Requirements

Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the Recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, OCR may accept the bonding policy and requirements of the Recipient, provided that OCR has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.

2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

4. Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

I. Indemnification

The Consultant hereby indemnifies the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney's fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the project being funded with NYS CDBG funds.

J. Compliance with Applicable Laws and Regulations

All contracts shall contain a provision acknowledging that all parties shall be bound by, and comply with all applicable Federal, State, and local laws and regulations, including but not limited to, 24 CFR Parts 85 and 570.

K. Books and Records

Consultant shall maintain accurate time sheets, records and accounts for all work performed under this Agreement. The City, HUD, the New York State Office of Community Renewal, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions. Said examination of records shall take place in the office of Consultant. Consultant shall maintain all required records for three years after final payment is received and all other pending matters are closed. At the end of three years, all documents, books and records relating to program operation will be turned over to the City for long term storage.

L. Reversion of Assets

Upon expiration of this contract, Consultant shall transfer to the City, any CDBG funds on hand at the time of such expiration, any Program Income, and any accounts receivable which are attributable to the use of CDBG funds. Any real property or personal property under Consultant's control or ownership that was acquired or improved with HUD funds or Program Income or Miscellaneous Revenue in excess of \$25,000 is, at the option of the City, either:

1. Used to meet one of the national objectives in CFR 570.208 until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by City; or
2. Disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non HUD funds for acquisition of, or improvement to, the property.

M. Program Income

Any program income generated by the grant activities, as defined at CFR 570.500(a) will be returned to the City and will be utilized for the same purposes as the original HUD grant funds according to the regulations as stated at 24 CFR 570.504(c). In administering the grant, program income will be handled as follows.

1. The receipt and expenditure of program income as defined at CFR 570.500(a) shall be recorded as part of the financial transactions of the grant program.
2. Program income received before grant closeout will be retained by the Consultant, and such income is to be treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.

3. Program income shall be substantially disbursed prior to making additional withdrawals from the U.S. Treasury for the same activity. However, funds set aside for a specific HUD eligible activity other than the specific purpose of any open HUD grant shall be excluded from this requirement.

4. Program income on hand at the time of grant closeout, and program income received after closeout shall continue to be subject to the requirements of CFR 570.504(c).

N. Uniform Administrative Requirements

The Consultant, in undertaking the activities outlined in this agreement, shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

O. Other Program Requirements

The Consultant shall carry out each activity in compliance with all federal laws and regulations excluding the Recipient's environmental responsibilities and responsibility for initiating the review process under the provisions of 24 CFR Part 52.

P. Conditions For Religious Organizations

Consultant agrees, where applicable, to adhere to the conditions prescribed by HUD for the use of CDBG funds by religious organizations.

Q. Conflict of Interest

No member, officer, or employee of Consultant or its designees or agents, no consultant, no advisor, no attorney, no member of the governing body of Consultant who exercises or has exercised any functions or responsibilities with respect to the grant during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, which is part of the grant, unless the City and Secretary agree in writing to waive the conflict otherwise prohibited under this section.

Consultant agrees to comply with regulations established by HUD concerning conflict of interest. These regulations are spelled out in the Code of Federal Regulations at CFR 570.611. Persons covered by the conflict of interest provisions are outlined at CFR 570.611 (c). It is mutually agreed that no member of or delegate to the Congress of the United States and no resident Commissioner shall be admitted to any share or part of the contract or to any benefit to arise from the same. No officer, employee or public official of the City who exercises any function or responsibility in connection with carrying out the project to which this contract pertains shall have any private interest, direct or indirect, in this contract or in its proceeds.

R. Anti- Job Pirating 24CFR 570.482

All Economic Development, Small Business, and Microenterprise contracts shall contain a provision acknowledging that Community Development Block Grant Funds will not be used to assist directly the relocation of any industrial or commercial plant, facility, or operation, from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area (LMA) from which the relocation occurs. For additional information, see the HUD CDBG Memorandum on Job Pirating Activities (<https://www.hudexchange.info/resource/2219/cdbg-memorandum-job-pirating-activities/>) and 24 CFR 570.482(f).

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

CITY OF AMSTERDAM

BY: _____
Michael Cinquanti
Mayor

ORION MANAGEMENT COMPANY

BY: _____
Nicholas R. Zabawsky
President