



Town of West Seneca

TINA M. HAWTHORNE

TOWN ATTORNEY

thawthorne@twsny.org

MEMO

To: The Honorable Town Board

From: Tina M. Hawthorne, Town Attorney

Date: April 22, 2020

Subject: Community Development Block Grant
Subrecipient Agreement with Erie County

Please see the attached proposed Community Development Block Grant (CDBG) Subrecipient Agreement with Erie County. You will note that this Agreement provides the Town of West Seneca grant funding for the paving and milling of Duerstein Street, Edson Street, and Kirkwood Drive.

Kindly adopt the attached resolution and authorize the Supervisor to execute the CDBG Subrecipient Agreement with Erie County.

RESOLUTION
Community Development Block Grant
Subrecipient Agreement with Erie County
Road Milling and Resurfacing of Duerstein Street, Edson Street, and Kirkwood Drive

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

WHEREAS the County of Erie wishes to engage the Town of West Seneca (the Subrecipient) to assist the County of Erie in utilizing the funds identified above for the specific project of milling and paving Duerstein Street, Edson Street, and Kirkwood Drive in the Town of West Seneca; and

WHEREAS the Town Board of the Town of West Seneca has determined it is in the best interest of the residents to enter this Agreement with Erie County for the milling and paving of said roads; and

NOW THEREFORE, be it resolved that the Town Board of the Town of West Seneca authorizes the Supervisor to execute the Community Development Block Grant Subrecipient Agreement with Erie County.

MEMO

COUNTY OF ERIE
DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF PLANNING

To: Hon. Gary A. Dickson, Supervisor, Town of West Seneca
From: Paul D'Orlando, Principal Contract Monitor
Subject: 2020-21 CDBG Project Agreement – Road Milling and Resurfacing of Duerstein Street, Edson Street and Kirkwood Drive
Date: March 13, 2020

Enclosed is the contractual agreement between your municipality and Erie County for implementing your municipality's 2020-21 CDBG Project. Please sign the agreement on page 19.

Please note that there is a new Certification regarding Equal Pay that was signed into effect on January 1, 2015 by the County Executive. It requires your signature be notarized on page 24 to indicate the municipality's compliance with the Federal and State Equal Pay Laws.

If you have not already obtained legislative authorization to sign the contract(s) with Erie County, please do so as soon as possible and return the resolution with the agreements.

Please also submit a copy of your current municipal insurance liability binder and Worker's Compensation Certificate. Samples of "new insurance requirements" for Erie County for insurance limits and for worker's compensation are on pages 27 and 28 of the agreement. In the certificate holder box for both forms Erie County should be listed. The proper language that should appear in the certificate holder box on both forms should read as follows:

County of Erie
95 Franklin Street, Room 1634
Buffalo, NY 14202

Erie County should also be listed as an **additional insured**.

Please return the original signed agreement to: Paul D'Orlando, Principal Contract Monitor- Erie County Department of Environment and Planning, Room 1014, 95 Franklin Street, Buffalo, New York 14202.

Do Not start expending the funds until this office issues a notice to proceed.

If you need any assistance in your preliminary project planning and scheduling, please contact me at 858-2194.

Enclosure

COMMUNITY DEVELOPMENT BLOCK GRANT

**SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF ERIE
AND
THE TOWN OF WEST SENECA
FOR
ROAD MILLING AND RESURFACING OF DUERSTEIN STEET, EDSON STREET
AND KIRKWOOD DRIVE**

THIS AGREEMENT, entered into this _____ day of _____, 2020 between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, with principal offices located at 95 Franklin Street, Buffalo, New York 14202, (hereinafter referred to as the “Grantee”) and the **TOWN OF WEST SENECA**, a municipal corporation of the State of New York, located at 1250 Union Road, West Seneca, NY 14224 hereinafter referred to as the “Subrecipient”).

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

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2020 Project – Milling and Resurfacing of Duerstein St., Edson St. and Kirkwood Drive– in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such project will include the following activities eligible under the Community Development Block Grant program. Said Activity(s) is more fully described in Exhibit A(1).

Activity #1 The project will provide for milling and paving of the following roads:
Duerstein Street: 634 linear feet; Edson Street: 845 linear feet and Kirkwood Drive: 3,696 linear feet.

B. National Objectives

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

LMA- Residents of the services area are predominantly low and moderate income.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of project services. Said services are further described in Exhibit A(1).

<u>Activity</u>	<u>Total Units</u>
Activity #1	1100 low income people to be assisted

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. The Subrecipient shall file bi-annual reports to the Grantee summarizing progress in meeting the goals and performance standard. Exhibit A(3) contains information to be included in each reporting document

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of April 2020 and end on the 31st day of March 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The Subrecipient shall complete all job creation goals within three years of the date of this Agreement.

III. BUDGET

The project budget is described in Exhibit A(2) of this Agreement.

Any indirect costs charged must be consistent with the conditions of Paragraph IX (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$100,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 85.21.

V. APPROPRIATIONS

This Agreement, and the Grantee's liability thereunder, shall be executory only to the extent that the Federal Government appropriates and makes available to the Grantee monies for the project(s) specified in this Agreement.

VI. NOTICES

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

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

Grantee

Subrecipient

PAUL D'ORLANDO

GARY A. DICKSON

PRINCIPAL CONTRACT MONITOR

SUPERVISOR

Grantee The County of Erie

Subrecipient Town of West Seneca

[Address] 95 Franklin Street

[Address] 1250 Union Road

[City, State, ZIP] Buffalo, NY 14202

[City, State, ZIP] West Seneca, NY 14224

[Telephone] 716-858-8390

[Telephone] 716-674-5600

[Fax Number] 716-858-7248

[Fax Number] 716-677-4330

VII. SPECIAL CONDITIONS

A. Local Cost Share:

The Subrecipient shall be responsible for contributing a direct cash contribution of \$56,315.63 and/or an in-kind contribution of \$ 0 (representing 36% of the estimated project cost), prior to release of final payment by the Grantee. Acceptable in-kind contributions shall be as defined by Erie County.

In the event the final project cost is less than the estimated cost described in Exhibit A (2), the Subrecipient shall remain responsible for contributing the local share equal to 25% of said final cost. Said local share shall reflect the same percentage breakdown between cash and in-kind as shown on Exhibit A (2). Full payment of the local cash match to the contractor shall occur prior to release of final payment by the Grantee.

B. Timeliness:

The Subrecipient shall complete the project(s) specified in Paragraph I(A) and Exhibit A(1) of this Agreement in a timely manner, as required by 24 CFR Part 570.902(a). In the event that the Subrecipient is unable to complete said project(s), or show evidence of significant progress in the expenditure of funds available as specified in the Agreement within 180 days of the date of this Agreement, the Subrecipient agrees to the following specific timetable for completing said projects.

1. The Subrecipient will incur all costs and obligations for such projects within 300 days of the date of this Agreement, and
2. The Subrecipient will forward all invoices for CDBG funds to the Grantee within 365 days of the date of this Agreement. For purposes of this section, invoices shall be deemed to have been forwarded as of the date which the envelope containing them is postmarked.

In the event the aggregate of costs and obligations incurred within 300 days of the date of this Agreement and invoiced within 365 days of the date of this Agreement is less than the aggregate amount of funds specified in Paragraph III and Exhibit A(2) of this Agreement, such balance is deemed to represent funds for projects not completed in a timely manner. Funds not spent within 365 days of the date of this Agreement may be reallocated by the Grantee, following the Grantee giving the Subrecipient sixty (60) days written notice before said reallocation occurs.

The Grantee shall have no further liability to the subrecipient for such balance of funds regardless of any provision to the contrary contained in this or prior CDBG Agreements by and between the Grantee and the Subrecipient; provided further that the Grantee may use such balance of funds for eligible community development projects to be established by the Grantee.

In the event block grant funds are withdrawn by HUD as a result of failure by the Subrecipient to complete Community Development projects, the Subrecipient shall hold the Grantee harmless from any liability resulting from such withdrawal of funds.

VIII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this

Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Indemnification

To the fullest extent permitted by law, the Subrecipient shall indemnify and hold harmless the Grantee (County of Erie), its agents, officers and employees, from any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of, directly or indirectly, or relating in any way to the performance or failure to perform under this Agreement by the Subrecipient or third parties under the direction or control of the Subrecipient, including but not limited to personal injuries. The Subrecipient shall defend the Grantee, at its sole expense, against any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

D. Workers' Compensation

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

E. Insurance

As a part of its obligation to indemnify, defend and hold harmless the Grantee, its officers, agents and employees, as set forth above, the Subrecipient agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described in and attached hereto as **Exhibit B: County of Erie Standard Insurance Certificate and Instructions, Classification G**. Further, the Subrecipient agrees to name the County of Erie as an additional insured under all insurance policies applicable to this Agreement. Finally, this Agreement may not be fully executed until sufficient proof of insurance has been approved by the County Attorney. In lieu of the foregoing, the Subrecipient may provide a Certificate of Self-insurance.

The Subrecipient agrees that in the event it contracts with third party contractors or sub-contractors to perform work under this Agreement, the Subrecipient will require said contractors to provide proof of insurance to the Grantee as described in Exhibit B and to name the County of Erie as an additional insured. All certificates of insurance must be provided to and approved by the Erie County Department of Environment and Planning prior to commencement of work under this Agreement.

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.
5. In the event CDBG funds for the project specified in Exhibit "A(2)" are not spent within 365 days of the date of this Agreement, the PSC may reallocate the monies following the PSC giving the Subrecipient sixty (60) days written notice before said reallocation occurs.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 85.20–26 and OMB Circular A-87, “Cost Principles for State, Local, and Indian Tribal Governments”, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-87. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 85.40–44; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from

funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

5. Final Payment Request

The Subrecipient agrees to begin work within a reasonable time after execution of this Agreement. The Subrecipient shall certify that a project has been completed by submitting a Final Payment Request over the signature of the Chief Elected Official within the Municipality. If the Final Payment Request cost is less than the amount of CDBG budgeted costs specified in Exhibit A(2), the Grantee is hereby authorized to reallocate the balance of CDBG funds to other Community Project activities.

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 85.36.

3. Travel

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

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the 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].

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

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

XI. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

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

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

3. Access to Records

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

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-

and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

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

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

b. Notifications

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

c. Subcontracts

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

D. Erie County Equal Pay

a. Erie County Executive Order

The Subrecipient shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Exhibit A(3) and made a part hereof. The Subrecipient shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Subrecipient, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to conforming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Subrecipient is not qualified to participate in future County contracts.

E. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611, which include (but are not limited to) the following:

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- d. Lobbying Certification

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 section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

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

XII. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other

requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. Asbestos

Compliance with Industrial Code 56 ASBESTOS is required (Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York).

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIV. 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.

XV. WAIVER

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

XVI. ENTIRE AGREEMENT

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

Date _____ IDIS # _____

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

COUNTY OF ERIE

TOWN OF WEST SENECA

MARK C. POLONCARZ/MARIA R. WHYTE
County Executive/Deputy County Executive

GARY A. DICKSON
Supervisor

APPROVED AS TO FORM

APPROVED AS TO CONTENT

KRISTEN WALDER
Assistant County Attorney

THOMAS R. HERSEY, JR.
Commissioner, Erie County Department of
Environment and Planning

Doc. No.: _____

Dated: _____

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY CLERK'S OFFICE

BUFFALO, N.Y., February 6, 2020

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, That at the 3rd Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the 6th day of February, 2020 A.D., a Resolution was adopted, of which the following is a true copy:

WHEREAS, Erie County, through the Department of Environment and Planning, serves as the administrative agent for the Erie County/Town of West Seneca Community Development Consortium and Erie County/Town of West Seneca/Town of Hamburg HOME Investment Partnership Consortium; and

WHEREAS, a major responsibility of the Department as the administrative agent, is the preparation of the annual program application materials, and submittal of same to the Federal Department of Housing and Urban Development; and

WHEREAS, the Erie County Community Development Block Grant Consortium and HOME Consortium is slated to approve the 2020-2024 Consolidated Plan and 2020 Annual Action Plan at their session to be held on January 23, 2020.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive, on behalf of the Erie County Community Development Consortium and Town of Hamburg/Erie County HOME Consortium, is hereby authorized to submit this resolution to the United States Department of Housing and Urban Development (HUD) as supportive material to the 2020-2024 Consolidated Plan and 2020 Annual Action Plan for the Community Development Block Grant, Emergency Solutions, and HOME Investment Partnership Programs having estimated dollar amounts as indicated:

1. Erie County Consortium Community Development Program:	\$3,047,317
2. Emergency Solutions Program:	\$ 231,429
3. HOME Investment Partnership Program:	\$ 825,749
4. Town of Hamburg Community Development Program:	\$ 405,000

and be it further

RESOLVED, that the County Executive on behalf of the Erie County Community Development Consortium and Town of Hamburg/Erie County HOME Consortium is hereby authorized to submit and execute any and all applications and agreements with HUD, local governments, property owners receiving housing assistance, non-profit, and for-profit agencies, which are necessary to implement the above programs with the exception that any proposed agreement that transfers all or a portion of the administrative functions of the program from Erie County to a sub-recipient or contractual agency shall require approval from the Erie County Community Development Consortium and the Erie County Legislature; and be it further

RESOLVED, that the Commissioner of the Department of Environment and Planning is hereby authorized to execute any and all HOME Agreements with property owners participating in County housing programs assisted with federal HOME Investment Partnership funds; and be it further

RESOLVED, that the Commissioner of the Department of Environment and Planning is hereby authorized to execute any and all discharges of Erie County Note and Mortgages and/or Lien documents associated with any and all Erie County Housing Programs funded through the Federal Community Development Block Grant and/or HOME Investment Partnership Programs; and be it further

ATTEST



ROBERT M. GRABER
Clerk of the Legislature of Erie County

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., February 6, 2020

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the 3rd Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the 6th day of February, 2020 A.D., a Resolution was adopted, of which the following is a true copy:*

RESOLVED, that copies of this resolution shall be forwarded to the County Executive; the Commissioner of the Department of Environment and Planning; the County Comptroller; the County Attorney; and the Director of the Division of Budget and Management.

REFERENCE: **COMM. 2E-10 (2020)**

ATTEST



ROBERT M. GRABER

Clerk of the Legislature of Erie County

TOWN OF WEST SENECA



JACQUELINE A. FELSER
TOWN CLERK

TOWN SUPERVISOR
SHEILA M. MEEGAN

TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY JR.

RECEIVER OF TAXES
REGISTRAR OF VITAL STATISTICS
NOTARY PUBLIC
RECORDS MANAGEMENT OFFICER

October 22, 2019

TOWN BOARD PROCEEDINGS
Meeting #2019-21
October 21, 2019

Communications Items 5

Motion by Supervisor Meegan, seconded by Councilman Hart, to adopt the following resolution for use of Erie County Community Development Block Grant funds:

WHEREAS, following the September 23, 2019 public hearing that was held at the West Seneca Community Center for suggestions by the public for Community Development Block Grant projects to be submitted for funding; now, therefore, be it

RESOLVED, the West Seneca Town Board submits the following project to be considered for funding by the Erie County Community Development Block Grant Program during the 2020-2021 grant cycle, requesting \$100,000 in CDBG funds: 1st Priority - Milling & Resurfacing Project for the following roadways - Duerstein Street (from Manhasset Street to the city line); Edson Street (from Manhasset Street to the city line); and Kirkwood Drive (from Seneca Street to Indian Church Road, noting these streets are all in CDBG-eligible areas; and be it further

RESOLVED, the West Seneca Town Board authorizes Town Supervisor Sheila M. Meegan to sign, submit and execute a contract with Erie County Community Development Block Grant (ECCDBG) Program for the cited projects upon approval of the ECCDBG; and be it further

RESOLVED, the West Seneca Town Board provides a 26 percent match of \$56,315.63 for the 1st Priority Project using \$25,000 in force account labor from the 2.5110.1 line item and \$31,315.63 in cash from the 2.5110.4 line item.

Ayes: All

Noes: None

Motion Carried

STATE OF NEW YORK)
COUNTY OF ERIE) SS:
OFFICE OF THE CLERK OF THE
TOWN OF WEST SENECA

This is to certify that I, JACQUELINE A FELSER, Town Clerk and Registrar of Vital Statistics of the Town of West Seneca in said County of Erie, have compared the foregoing copy of resolution with the original resolution now on file in my office, and which was passed by the Town Board of the Town of West Seneca in said County of Erie, on the 21st day of October, 2019 and that the same is a correct and true transcript of such original resolution and whole thereof.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND AFFIXED THE SEAL OF SAID TOWN THIS 22ND DAY OF OCTOBER, 2019.

TOWN CLERK AND REGISTRAR OF VITAL STATISTICS, TOWN OF WEST SENECA

EXHIBIT A(1)
PROJECT DESCRIPTION

Project Name	CP20 – T. West Seneca – Milling and Resurfacing of Duerstein St., Edson St., and Kirkwood Drive
Target Area	Town of West Seneca
Goals Supported	Road Improvements - CD 1-3
Needs Addressed	Infrastructure (Community Development)
Funding	\$100,000
Description	Milling and paving of the following roads; Duerstein Street: 634 linear feet; Edson Street: 845 linear feet; Kirkwood Drive; 3,696 linear feet.
Target Date	3/31/2021
Estimate the number and type of families that will benefit from the proposed activities	1100 low/moderate income residents will be assisted
Location Description	Duerstein Street from Manhasset Street to the City Line, Edson Street from Manhasset Street to the City Line and Kirkwood Drive from Seneca Street to Indian Church Road, West Seneca
Planned Activities	Milling and resurfacing of Duerstein Street, Edson Street and Kirkwood Drive – a total of 5,175 linear feet of road

EXHIBIT A(2)
PROJECT BUDGET

BUDGET: 2020-2021

Please provide a breakdown of all activities with estimated costs and timetable for completion of proposed project. (Please document source(s) of this information. Steve Tanner, Clark Patterson Lee 852-2100 ext. 1084)

	Total Cost	Local Share Required	Amount of CD Funds Required	Months Estimated to Completion	Completion Date M/Y
Planning	-0-	-0-	-0-	N/A	N/A
Engineering	-0-	-0-	-0-	N/A	N/A
In House	-0-	-0-	-0-	N/A	N/A
Contract**	-0-	-0-	-0-	N/A	N/A
Consultant** (specify type if Non-engineering)	-0-	-0-	-0-	N/A	N/A
Site/Building Acquisition	-0-	-0-	-0-	N/A	N/A
Site/Building Relocation	-0-	-0-	-0-	N/A	N/A
Construction	\$156,315.63	\$56,315.63	\$100,000	Nine	8/2020
Contractor	-0-	-0-	-0-	N/A	N/A
Own Labor	\$25,000.00	\$25,000.00	-0-	Nine	8/2020
Materials	\$131,315.63	\$31,315.63	\$100,000	Nine	8/2020
Facility Leases	-0-	-0-	-0-	N/A	N/A
Operations	-0-	-0-	-0-	N/A	N/A
Salary/Fringes	-0-	-0-	-0-	N/A	N/A
Equipment	-0-	-0-	-0-	N/A	N/A
Other – Specify Type	-0-	-0-	-0-	N/A	N/A
TOTAL:	\$156,315.63	\$56,315.63	\$100,000.00	Nine	8/2020

Total Project Cost: **\$156,315.63**

Non-CDBG Secured Funding: **\$56,315.63**

*Source **The Town will provide a 36% match of \$56,315.63 using a combination of force account labor services from the Town’s Highway Department totaling \$25,000, (line item 2.5110.1), and \$31,315.63 in cash (line item 2.5110.4). A highlighted excerpt of the Town’s tentative 2020 budget is included with this application, along with the Supervisor’s letter and a Town Board Resolution committing the match.**

Other Needed Funding: **\$100,000.00**

*Source: **CDBG**

*Provide Documentation (letter, budget line, etc.) if over 5% of Total cost

**Requires RFP if CDBG funds are used. Engineers on retainer are acceptable IF HUD procurement policies were followed in selection process. This item may include CD eligible audit costs (accounting, consultant) required by Federal regulations for grantees and sub-grantees receiving \$300,000 or more in total Federal financial assistance in a year.

***May include prior expenditures for Acquisition and Design: (4/13 – 11/19) and Construction (4/15-11/19)

(PAGE MUST BE COMPLETELY FILLED OUT FOR YOUR APPLICATION TO BE ACCEPTED)

EXHIBIT A(3)

Erie County Equal Pay Certification



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

Executive Order #13
Pay Equity Certification on County Contracts

WHEREAS, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

WHEREAS, Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

WHEREAS, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

WHEREAS, females make up nearly fifty-two percent of Erie County's population; and

WHEREAS, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

WHEREAS, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

WHEREAS, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

WHEREAS, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionately rely upon various forms of public support in their retirement years; and

WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

NOW, THEREFORE, I MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,

2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,

3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

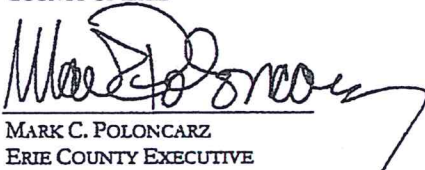
6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 6th day of November, in the year two thousand fourteen.



COUNTY OF ERIE

BY:


MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A) _____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B) _____, being duly sworn, states that he or she is the (Name of Corporate Officer) _____, of _____, (Title of Corporate Officer) _____ (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ Day of _____, 20____

Notary Public

EXHIBIT A(4)

BI-ANNUAL REPORTING

The «Municipality2» «Title2» shall submit information to the Erie County Director of Business Assistance on a bi-annual basis beginning six months from the date of this Agreement, and the second due twelve months from the date of this Agreement.

The report shall include the following information:

1. Total jobs created during the reporting period
 - a) Number of Low and Moderate Income People hired for jobs created during the reporting period

2. The number of jobs created during the reporting period with employer sponsored health care benefits
 - a) Number of Low and Moderate Income People hired for jobs created during the reporting period with employer sponsored health care benefits

3. The number of persons who were unemployed prior to taking jobs created by the activity during the reporting period
 - a) Number of Low and Moderate Income People hired for jobs created during the reporting period who were unemployed prior to taking jobs created by the activity

4. The number of jobs created for each job type during the reporting period, using the Economic Development Administrative (EDA) classifications of:

	Total	No. of Low and Moderate Income People hired for jobs created during the reporting period
• Officials and managers	_____	_____
• Professional	_____	_____
• Technicians	_____	_____
• Sales	_____	_____
• Office and clerical	_____	_____
• Craft workers (skilled)	_____	_____
• Operatives (skilled)	_____	_____
• Laborers (unskilled)	_____	_____
• Service workers	_____	_____

Note: Low and Moderate Income Person represents an individual who resides in a low and moderate income household as determined by the most recent income eligibility schedule provided to the «Municipality2» by the Erie County Department of Environment and Planning.

EXHIBIT B

Erie County Insurance Requirements

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. **CERTIFICATES OF INSURANCE**
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Additional Insured	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted
- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law.
Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (En occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Erie is included as an additional insured on a primary and non-contributory basis for the following policy numbers:

CERTIFICATE HOLDER**CANCELLATION**

County of Erie
95 Franklin St
Buffalo NY, 14202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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