City of Mount Vernon, New York

1 ROOSEVELT SQ. RM. 104
CITY HALL, MOUNT VERNON, NEW YORK 10550
& VIA FACEBOOK.COM/MOUNTVERNONNY

Referral Packet - Final

Tuesday, December 2, 2025

3:00 PM

MAYOR'S CONFERENCE ROOM - 1st FLOOR

Board of Estimate & Contract

Call to Order: At 3:00 PM by Chairwoman Mayor Shawyn Patterson-Howard

Roll Call: Roll Call and reading of agenda items administered by City Clerk Nicole Bonilla. Noticed in the Journal News.

OTHERS: Chief of Staff Malcolm Clark, Asst. Corporation Counsel Johan Powell, Deputy City Clerk Jordan A. Riullano, Assistant Comptroller Condell Hamilton

ADMINISTRATION OF THE AGENDA

1. **TMP-1715** Department of Public Works: An Ordinance Authorizing the Purchase of Downtown Trash Receptacles for Business Districts

   Code: LPW

2. **TMP-1759** Department of Public Works: An Ordinance Authorizing the Issuance of an Invitation for Bids (RFB No. 11.25) for the One-Time Removal and Disposal of Construction and Demolition (C&D) Debris at the 33 Canal Street Trash Yard

   Code: LPW

3. **TMP-1744** Department of Recreation: An Ordinance Retroactively Authorizing the Mayor to Enter into an Agreement with the Westchester Board of Legislators to Provide Funding for the 2025 Summer Basketball Camp and Amending the City Budget Accordingly

   Code: HR

4. **TMP-1756** Department of Buildings: An Ordinance Authorizing Budget Line Transfers Within the Department of Buildings

   Code: PSC

5. **TMP-1757** Department of Buildings: An Ordinance to Establish a List of Qualified Vendors for Third-Party Inspection Services for the Department of Buildings

   Code: PSC

6. **TMP-1738** Fire Department: An Ordinance Authorizing the Acceptance of a $95,000 Grant for the Purchase of a Replacement Compressor for the Fire Department

   Code: PSC

7. **TMP-1763** Department of Buildings: An Ordinance Authorizing the City Comptroller to Establish a Custodial Account for the Development Project Located at 115 MacQuesten Parkway

   Code: PSC

8. **TMP -1754** Real Estate Committee: An Ordinance Rescinding the Recommendation for the Sale of City-Owned Property Located at 328 South 1st Avenue (Parcel ID: 169.31.3120.10) - (Valon Nikci of Bedrock Company)

   Code: FP

9. **TMP -1767** Real Estate Committee: An Ordinance Authorizing the Sale and Conveyance of City-Owned Property Located at 328 South 1st Avenue ((Parcel ID: 169.31.3120.10) to Webb Development Services Corp.

   Code: FP

10. **TMP -1768** Real Estate Committee: An Ordinance Authorizing the Sale of City-Owned Property Located at 146 South 13th Avenue, Mount Vernon, NY - (PARCEL ID: 169.21.3014.17) - (to Ms. Jeannette Garcia for the purchase price of $200,000)

    Code: FP

11. **TMP -1773** City Council: An Ordinance Authorizing the Transfer of Funds to Budget Line A1010.405 (Contracted Outside Services)

    Code: LPW

12. **TMP -1774** Office of the Comptroller: An Ordinance Authorizing a Temporary Spending Freeze on Non-Essential Expenditures through February 2026

    Code: FP

Agenda was concluded at ____ PM

Chairwoman Patterson-Howard asked if there was new business:

Mayor asked for a motion to adjourn.

There being no further business, the meeting was adjourned at ____

1 ROOSEVELT SQ. RM. 104
CITY HALL, MOUNT VERNON, NEW YORK 10550
& VIA FACEBOOK. COM/MOUNTVERNONNY

File #: TMP -1715 **Agenda Date:** 11/12/2025 **Agenda #:** 1.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, authorizing the Purchase of Downtown Trash Receptacles for Business Districts - ($20,000 to be charged to the appropriate Department of Public Works Budget Line A8160.203 (Equipment), as approved by the Comptroller)); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE PURCHASE OF DOWNTOWN TRASH RECEPTACLES FOR BUSINESS DISTRICTS

Whereas, in correspondence dated October 27, 2025, the Commissioner of the Department of Public Works formally requested authorization for the Department of Public Works, in coordination with the City's Purchasing Office, to purchase commercial-grade, approximately 32-gallon slatted steel trash receptacles with rigid liners, in-ground mounting kits, and delivery to the DPW yard, for use in downtown and business districts throughout the City of Mount Vernon; and

Whereas, the Department of Public Works ("DPW") has identified that the existing wire trash baskets located in high-traffic commercial corridors throughout the City of Mount Vernon have reached or exceeded their useful life; and

Whereas, many of these receptacles are rusted, missing liners, or structurally compromised, resulting in recurring litter overflow, sanitation inefficiencies, and an overall negative impact on the visual appearance and environmental health of the City's business districts; and

Whereas, the Department of Public Works has recommended replacing these outdated receptacles with standardized, commercial-grade steel trash receptacles that will improve waste containment, enhance pedestrian experiences, and promote cleaner, safer streets throughout Mount Vernon's downtown and business areas; and

Whereas, this initiative supports the City's broader goals of beautification, sustainability, and public safety, while also contributing to the economic vitality and civic pride of the community; and

Whereas, the proposed purchase will include approximately thirty-two (32) gallon, slatted steel trash receptacles with side openings, rigid liners, in-ground mounting kits, and freight delivery to the DPW yard, to be procured in accordance with the City's Procurement Policy; and

Whereas, the total cost of the purchase shall not exceed Twenty Thousand Dollars ($20,000), and the Department of Public Works recommends the purchase from Belson Outdoors, the selected vendor, in compliance with all applicable purchasing procedures.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mount Vernon, in regular session convened, as follows:

Section 1. Authorization to Purchase. The City Council hereby authorizes the Department of Public Works, in coordination with the City's Purchasing Office, to purchase commercial-grade, approximately 32-gallon slatted steel trash receptacles with rigid liners, in-ground mounting kits, and delivery to the DPW yard, for use in downtown and business districts throughout the City of Mount Vernon.

Section 2. Vendor and Procurement Compliance. Said purchase shall be made from Belson Outdoors, pursuant to applicable procurement laws, policies, and procedures of the City of Mount Vernon. The Purchasing Office shall issue the necessary purchase order(s) to facilitate this procurement.

Section 3. Funding. The total expenditure authorized under this Ordinance shall not exceed $20,000, to be charged to the appropriate Department of Public Works Budget Line A8160.203 (Equipment), as approved by the Comptroller.

Section 4. Purpose and Intent. This authorization is intended to promote cleaner, safer, and more visually appealing business corridors; enhance sanitation efficiency; and support the City's ongoing beautification and public health initiatives.

Section 5. Implementation. The Department of Public Works is hereby authorized and directed to coordinate the acquisition, installation, and deployment of the new trash receptacles in designated downtown and business district locations.

Section 6. Severability. Suppose any clause, sentence, paragraph, or part of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid. In that case, such judgment shall not affect, impair, or invalidate the remainder thereof.

Section 7. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 914-665-2343
email:dpwconcerns@mountvernonny.gov

DAMANI L. BUSH
Commissioner

JOHN NUCULOVIC
Deputy Commissioner

RYAN ULRICH
Deputy Commissioner

November 20th, 2025

Honorable City Council
The City of Mount Vernon
Mount Vernon, New York
(Through the Office of the Mayor)

Re: **Authorization to Purchase Downtown Trash Receptacles for Business Districts**

Dear City Council,

The Department of Public Works ("DPW") respectfully requests that the above-referenced item be placed on the agenda for consideration at the next scheduled City Council meeting.

Project Background
The City's existing wire trash baskets located in high-traffic commercial areas have reached or exceeded their useful life. Many are rusted, missing liners, or structurally compromised, leading to recurring overflow, litter accumulation, and sanitation inefficiencies. In their current state, these outdated receptacles create negative visual and environmental impacts, contribute to rodent and pest issues, and increase the time and labor required for daily collections by sanitation crews.

Replacing these aging baskets with standardized, commercial-grade steel receptacles is essential to improving the City's appearance, supporting cleaner and safer streets, and promoting Mount Vernon's economic vitality. The new receptacles will provide better containment of waste, reduce windblown debris, and enhance pedestrian experiences within our business districts. This initiative aligns with the administration's broader beautification, public safety, and sustainability goals, ensuring a visible improvement to the City's commercial corridors while strengthening civic pride and operational efficiency.

Proposed Purchase (Specifications & Scope)
Under this request, the City will procure commercial-grade, approximately 32-gallon, slatted steel trash receptacles with side opening, including:

- Receptacle body (steel)
- Rigid liner(s)
- In-ground mounting kits
- Freight/delivery to DPW yard

Procurement will be handled by the Purchasing Office in accordance with City policy. Final unit quantities will be set once pricing is confirmed and will not exceed the authorized budget.

Procurement Summary

DPW obtained three written quotes for commercial-grade downtown litter receptacles, including Belson Outdoors (two configurations) and Witt Industries. All three quotes were reviewed for price, product specifications, and compatibility with existing City infrastructure.

In accordance with the City's Procurement Policy, as amended and adopted by the City Council on April 24, 2024 (Agenda Item: Purchasing Policy Update, pp. 18–19), purchases under $35,000 for DPW projects do not require a formal competitive bid. This procurement totals $20,000, falling within the threshold and meeting all documentation requirements.

The recommended vendor offers the best combination of pricing, product durability, and compatibility with the City's existing units.

Requested Action

The Department of Public Works respectfully requests that the Mount Vernon City Council:

1. Authorize DPW and the Purchasing Office to purchase new downtown trash receptacles (with liners and in-ground mounts) for installation in City Business Districts, in an amount not to exceed **$20,000**, **from Belson Outdoors**.
2. Authorize issuance of the necessary purchase order(s) in accordance with the City's Procurement Policy via Belson Outdoors.

The selected vendor is being recommended based on pricing, availability, and product compatibility with existing City infrastructure.

This purchase will support cleaner streets, reduce litter, and improve operational efficiency for sanitation crews.

Thank you for your consideration. I am available to answer any questions and to provide any additional documentation the Council may require.

Funding

The total associated cost for this purchase shall not exceed **$20,000**

Funding for this purchase will be made through – A8160.203 (Equipment)

Respectfully,

Damani L. Bush
Commissioner of Public Works
DB/ru

Attachments

1. **Vendor quotation(s) for receptacles, liners, and mounts**

Quote

Date: 11/24/2025

LF Quote#: 0000452459

PO#:

Project: City of Mount Vernon - Litters

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# PBN-COC-001261

Bill To: City of Mount Vernon
ATTN: Accounts Payable
1 Roosevelt Square North
Mount Vernon, New York 10550

Ship To: City of Mount Vernon
ATTN: Gimeno Simmonds
TBA
Mount Vernon, NY 10550

Ship To Contact Phone:914-665-2341

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description		Unit Price	Total Price
	CONTRACT: OMNIA #07-100			

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

___Ship immediately upon completion
OR Ship On/After the date:_____

Qty	Description		Unit Price	Total Price
13			$ 1,872.27	$ 24,339.51
	Austin Litter			
	Style:	*Side Opening, 34 gal. capacity*		
	Powdercoat Color:	*To Be Advised*		

Item Total	$ 24,339.51
Shipping & Handling	$ 4,570.00
Sub Total	$ 28,909.51
Estimated Tax	$ 0.00
Document Total	$ 28,909.51

Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.

Cust #: 9YNGX
SSR: Alex Filiputti
Rep: New York City Team

Landscape Forms Customer Service

Purchaser   Seller

landscapeforms

Quote

Date: 11/24/2025

LF Quote#: 0000452459

PO#:

Project: City of Mount Vernon - Litters

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# PBN-COC-001261

Bill To: City of Mount Vernon
ATTN: Accounts Payable
1 Roosevelt Square North
Mount Vernon, New York 10550

Ship To: City of Mount Vernon
ATTN: Gimeno Simmonds
TBA
Mount Vernon, NY 10550

Ship To Contact Phone:914-665-2341
Ship Via: Common Carrier
F.O.B.: Destination

- Changes to or cancellations of standard product orders may incur a penalty charge of 30% or more.
- Orders including modified or custom product (Specials and/or Studio 431) may not be cancelled. If an order is terminated by the customer, payment in full is expected for the product subtotal regardless of current project status.
- Orders including modified or custom product (Specials and/or Studio 431) are subject to price increase after engineering/product development is complete and approved by the customer. Modifications in price will be handled via change order.
- All manufacturing of product, as engineered and/or designed by Landscape Forms, shall be performed exclusively by Landscape Forms or its expressly authorized affiliates or subcontractors. Customer shall not engage any third party for the manufacture of said Product without the prior written consent of Landscape Forms.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit and Scenic pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.

Cust #: 9YNGX
SSR: Alex Filiputti
Rep: New York City Team

Landscape Forms Customer Service

Purchaser   Seller

landscapeforms

Quote

Date: 11/24/2025

LF Quote#: 0000452459

PO#:

Project: City of Mount Vernon - Litters

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# PBN-COC-001261

Bill To: City of Mount Vernon
ATTN: Accounts Payable
1 Roosevelt Square North
Mount Vernon, New York 10550

Ship To: City of Mount Vernon
ATTN: Gimeno Simmonds
TBA
Mount Vernon, NY 10550

Ship To Contact Phone:914-665-2341

Ship Via: Common Carrier

F.O.B.: Destination

- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- The quoted price may include estimated tax, duties and tariffs. Actual tax, duties and tariffs shall be purchaser's responsibility and may be added to an invoice as a separate and additional charge to purchaser unless an acceptable exemption certificate is presented.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks
Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques
Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Cust #: 9YNGX
SSR: Alex Filiputti
Rep: New York City Team

Landscape Forms Customer Service

Purchaser

Seller

File #: TMP -1759 **Agenda Date:** 11/25/2025 **Agenda #:** 2.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, authorizing the Issuance of an Invitation for Bids (RFB No. 11.25) for the One-Time Removal and Disposal of Construction and Demolition (C&D) Debris at the 33 Canal Street Trash Yard; be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF AN INVITATION FOR BIDS (RFB NO. 11.25) FOR THE ONE-TIME REMOVAL AND DISPOSAL OF CONSTRUCTION AND DEMOLITION (C&D) DEBRIS AT THE 33 CANAL STREET TRASH YARD

Whereas, in correspondence dated November 10, 2025, the Commissioner of the Department of Public Works ("DPW") formally requested authorization to issue an Invitation for Bids (RFB No. 11.25) for the one-time removal and disposal of Construction and Demolition (C&D) debris at the 33 Canal Street Trash Yard; and

Whereas, the Department of Public Works has reported that approximately 2,000 cubic yards of Construction and Demolition (C&D) debris has accumulated at the City's Trash Yard located at 33 Canal Street, Mount Vernon, NY 10550; and

Whereas, the removal of this material is necessary to restore the site to functional capacity, support ongoing DPW operations, and ensure compliance with applicable environmental regulations; and

Whereas, this removal project satisfies Compliance Item #13 of the Consent Order Implementation Plan, thereby supporting the City's continued compliance with regulatory oversight requirements; and

Whereas, DPW proposes to issue an Invitation for Bids (RFB No. 11.25) seeking a qualified contractor to perform a one-time project involving: (1) the removal and loading of approximately 2,000 cubic yards of mixed C&D debris with proper handling and dust-suppression measures, and (2) the transportation and disposal of said debris at NYSDEC-permitted facilities with full documentation; and

Whereas, the issuance of the Invitation for Bids must comply with the City's Procurement Policy and applicable provisions of the New York State General Municipal Law; and

Whereas, the City Council finds it in the best interest of the City of Mount Vernon to authorize the advertisement, posting, and solicitation of competitive bids to secure a qualified contractor at the most advantageous pricing;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, NEW YORK, AS FOLLOWS:

Section 1. Authorization to Issue Invitation for Bids. The Department of Public Works is hereby authorized to issue Invitation for Bids (RFB No. 11.25) for the one-time removal and disposal of Construction and Demolition (C&D) debris at the 33 Canal Street Trash Yard.

Section 2. Public Notice. The City Clerk is hereby directed to publish and post the bid solicitation in the official newspaper(s) of record and on the City's eProcurement portal in accordance with the City's Procurement Policy and the requirements of New York State General Municipal Law.

Section 3. Competitive Bidding Process. The Department of Public Works is authorized to proceed with the competitive bidding process to solicit qualified contractors and to undertake all necessary actions to administer the bid process.

Section 4. Return to City Council for Contract Award. Upon receipt and evaluation of all responsive bids, the Department of Public Works shall return the matter to the City Council for approval and award of the contract to the lowest responsible bidder.

Section 5. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council.

CITY OF MOUNT VERNON, N.Y.
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon. NY. 10550
(914) 914-665-2343
email:dpwconcerns@mountvernonny.gov

DAMANI L. BUSH
Commissioner

JOHN NUCULOVIC
Deputy Commissioner

RYAN ULRICH
Deputy Commissioner

November 10th, 2025

Honorable City Council
The City of Mount Vernon
Mount Vernon, New York
(Through the Office of the Mayor)

Re: **Authorization to Issue an Invitation for Bids (RFB No. 11.25) -- One-Time Removal and Disposal of Construction and Demolition (C&D) Debris at 33 Canal Street Trash Yard**

Dear City Council,

The Department of Public Works ("DPW") respectfully requests that the above-referenced item be placed on the agenda for consideration at the next scheduled City Council meeting.

Project Background
The City's Trash Yard, located at 33 Canal Street, Mount Vernon, NY 10550, currently contains approximately 2,000 cubic yards of Construction and Demolition (C&D) debris that has accumulated from various municipal operations. This stockpiled material requires removal to restore the site to functional capacity, ensure compliance with environmental regulations, and maintain operational efficiency for ongoing DPW activities.

This project also fulfills Compliance Item #13 of the Consent Order Implementation Plan, demonstrating the City's commitment to meeting regulatory obligations and maintaining good standing with oversight agencies.

Proposed Modernization and Repair Scope
Under the proposed IFB, the City seeks a qualified contractor to perform a one-time project involving:

- **Debris Removal** -- removal and loading of approximately 2,000 cubic yards of mixed C&D debris, with proper segregation, handling, and dust suppression measures during operations.

- **Transportation and Disposal** -- transportation of all debris to NYSDEC-permitted facilities, with complete documentation including scale tickets, manifests, and facility receipts for all loads.

Requested Action
The Department of Public Works respectfully requests that the Mount Vernon City Council:

1. Authorize the advertisement and posting of the attached IFB (No. 11.25) in accordance with the Procurement Policy and applicable New York State General Municipal Law requirements.
2. Direct the Procurement Manager to publicly notice the bid solicitation in the official newspaper(s) of record and on the City's eProcurement portal.
3. Approve DPW to proceed with the competitive bidding process to solicit qualified contractors for the removal and disposal of C&D debris at the 33 Canal Street Trash Yard.
4. Return the matter to Council for award of contract upon receipt and evaluation of responsive bids.

This action will allow the City to secure a qualified contractor at competitive pricing, restore the Trash Yard to full operational capacity, fulfill Consent Order Implementation Plan requirements, and ensure proper disposal of accumulated debris in compliance with all applicable environmental regulations.

Thank you for your consideration. I am available to answer any questions and to provide any additional documentation the Council may require.

Respectfully,

Damani L. Bush
Commissioner of Public Works
DB/ru

Attachments

1. **Invitation for Bids (IFB No. 11.25) -- outlining the scope of work, specifications, and procurement procedures.**

1 ROOSEVELT SQ. RM. 104
CITY HALL, MOUNT VERNON, NEW YORK 10550
& VIA FACEBOOK. COM/MOUNTVERNONNY

File #: TMP -1744 **Agenda Date:** 11/25/2025 **Agenda #:** 3.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, retroactively authorizing the Mayor to enter into an Agreement with the Westchester Board of Legislators to Provide Funding for the 2025 Summer Basketball Camp and Amending the City Budget Accordingly - ($28,837.00 to support the 2025 Summer Basketball Camp administered by the Department of Recreation. The Comptroller is authorized and directed to:

1. Deposit received funds into revenue account code A2229.15; and
2. Appropriate said funds into the following expense codes:
   - A7310.104 - Youth Program Salary (Part-Time)
   - A7310.458 - Sports, Equipment, Guest Speakers, and Supplies

; be, and the same is hereby approved.

City Council:

AN ORDINANCE RETROACTIVELY AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE WESTCHESTER COUNTY BOARD OF LEGISLATORS TO PROVIDE FUNDING FOR THE 2025 SUMMER BASKETBALL CAMP AND AMENDING THE CITY BUDGET ACCORDINGLY

Whereas, in correspondence dated November 6, 2025, the Deputy Commissioner of the Department of Recreation formally requested authorization for Mayor Shawyn Patterson-Howard to retroactively enter into an agreement with the Westchester County Board of Legislators for the receipt of funds in the amount of $28,837.00 to support the 2025 Summer Basketball Camp administered by the Department of Recreation; and

Whereas, the City of Mount Vernon seeks to continue providing high-quality recreational and youth engagement opportunities during the summer months; and

Whereas, the Westchester County Board of Legislators has offered funding to support a 2025 Summer Basketball Camp operated by the City's Department of Recreation; and

Whereas, under this program, the City will receive Twenty-Eight Thousand Eight Hundred Thirty-

Seven Dollars ($28,837.00) for the operation of the 2025 Summer Basketball Camp, scheduled to take place from July 1, 2025, through August 31, 2025; and

Whereas, these funds are to be deposited into revenue account code A2229.15 (Westchester County funded recreation grants) and appropriated into expense codes A7310.104 (Youth Program Salary - Part-Time) and A7310.458 (Sports, Equipment, Guest Speakers, and Supplies); and

Whereas, the City Council finds it to be in the best interest of the residents of the City of Mount Vernon to authorize acceptance of the funding and execution of the agreement necessary to implement this program;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, NEW YORK, AS FOLLOWS:

Section 1. Authorization to Enter into Agreement. The Mayor is hereby authorized to retroactively enter into an agreement with the Westchester County Board of Legislators for the receipt of funds in the amount of $28,837.00 to support the 2025 Summer Basketball Camp administered by the Department of Recreation.

Section 2. Term of Program. The program shall operate from July 1, 2025, through August 31, 2025, in accordance with the terms of the agreement and applicable City policies.

Section 3. Budget Amendment. The Comptroller is authorized and directed to:

1. Deposit received funds into revenue account code A2229.15; and
2. Appropriate said funds into the following expense codes:
    - A7310.104 - Youth Program Salary (Part-Time)
    - A7310.458 - Sports, Equipment, Guest Speakers, and Supplies

Section 4. Severability. If any clause, sentence, paragraph, or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof.

Section 5. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

CITY OF MOUNT VERNON, NY
DEPARTMENT OF RECREATION

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY. 10550
(914) 665-2420 – Fax: (914) 665-2421

KATHLEEN WALKER- PINCKNEY
Commissioner
ANDRÉ G. EARLY
Deputy Commissioner

November 6, 2025

Honorable Members of the City Council
Through the Office of the Mayor
City Hall
Mount Vernon, NY 10550

RE: 2025 Summer Basketball Camp

Dear Honorable Members:

This letter comes to request that the City Council retroactively enact legislation that would enable the Mayor to enter into agreement with the Westchester County Board of Legislators to provide a Summer Basketball program.

Under this program, the City's Department of Recreation will receive $28,837.00 for the operation of the Summer Basketball Camp that takes place July 1, 2025, through August 31, 2025.

These funds are to be deposited into revenue account code A2229.15 (Westchester County funded recreation grants) to be appropriated into expense code A7310.104 (youth program salary – part-time) and to A7310.458 (sports, equipment, guest speakers and supplies)

Thank you for your cooperation in this matter.

Sincerely,

André G. Early, Deputy Commissioner
Department of Recreation

cc: Commissioner, Department of Recreation
Office of the Mayor
Office of the Comptroller
Corporation Council
File

City of Mount Vernon, New York

Staff Report

File #: TMP -1756 **Agenda Date:** 11/25/2025 **Agenda #:** 4.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, authorizing Budget Line Transfers Within the Department of Buildings, as follows:

From:	Amount:	To:
A2555 - Building Permit Fees	$20,000	A1289.1 - Electrical Permits
	$70,000	A1560 - Inspections (Elevator)
	$43,000	A1560.1 - Absentee Landlord Program
	$116,000	A1560.2 - Multiple Dwelling Inspections
	$160,000	A2189.1 - Building Department Fees

; be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING BUDGET LINE TRANSFERS WITHIN THE DEPARTMENT OF BUILDINGS

Whereas, in correspondence dated November 14, 2025, the Commissioner of the Department of Buildings formally requested authorization for the Comptroller to execute the necessary budget line transfers shown below on behalf of the Department of Buildings; and

Whereas, the Department of Buildings has identified current negative balances within several revenue and operational budget lines; and

Whereas, these transfers are necessary to support ongoing departmental functions, ensure compliance with municipal requirements, and maintain the City's overall fiscal stability; and

Whereas, the City Council finds it to be in the best interest of the City of Mount Vernon to authorize the reallocation of funds to meet the Department of Buildings' current financial needs;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, NEW YORK:

Section 1. Authorization of Budget Transfers. The City Council hereby authorizes the following budget line transfers for the Department of Buildings:

From:	**Amount:**	**To:**
A2555 - Building Permit Fees	$20,000	A1289.1 - Electrical Permits
	$70,000	A1560 - Inspections (Elevator)
	$43,000	A1560.1 - Absentee Landlord Program
	$116,000	A1560.2 - Multiple Dwelling Inspections
	$160,000	A2189.1 - Building Department Fees

Section 2. Purpose. These transfers shall be used exclusively to offset current negative balances and to support the Department of Buildings' operational, inspection, and administrative needs.

Section 3. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

CITY OF MOUNT VERNON, NY
DEPARTMENT OF BUILDINGS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall – One Roosevelt Square, Room 210
Mount Vernon, NY 10550
(914) 665-2483 Fax (914) 465-2988
Email: DOB@cmvny.com
Website: www.cmvny.com

Patrick G. Holder, R.A.
Commissioner

Hediye Mamak
1st Deputy Commissioner

Dawn Asbury
2nd Deputy Commissioner

November 14, 2025

Honorable City Council
One Roosevelt Square
Mount Vernon, New York 10550
(Through the Office of the Mayor)

Re: Transfer of Funds

Dear Honorable City Council Members:

The following department budget line transfers are necessary to cover current negative balances for the Department of Buildings. These transfers are necessary to support the financial needs of the Department of Buildings and the needs of the city.

FROM	AMOUNT	TO	AMOUNT
A 2555 Building Building Permit	$20,000	A 1289.1 Electrical Permits	$20,000
	$70,000	A 1560 Inspections (Elevator)	$70,000
	$43,000	A 1560.1 Absentee Landlord	$43,000
	$116,000	A 1560.2 Multiple Dwelling Inspections	$116,000
	$160,000	A 2189.1 Building Dept. Fees	$160,000

If this meets with the approval of your honorable body, kindly have the necessary legislation enacted to transfer funds.

Sincerely,

Commissioner

cc: Comptroller's Office

File #: TMP -1757 **Agenda Date:** 11/25/2025 **Agenda #:** 5.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, authorizing the Establishment of a List of Qualified Vendors for Third-Party Inspection Services for the Department of Buildings, initially consisting of:

1. LaBella Associates
2. Ettinger Engineering Associates

Fees:

A. The Department of Buildings is authorized to continue collecting an initial inspection fee of $150.00, comparable to neighboring jurisdictions, to support the administrative and oversight functions associated with third-party inspections.

B. Fees charged by third-party vendors for their services shall be set independently by the vendors and paid directly by the property owners.

; be, and the same is hereby approved.

City Council:

AN ORDINANCE TO ESTABLISH A LIST OF QUALIFIED VENDORS FOR THIRD-PARTY INSPECTION SERVICES FOR THE DEPARTMENT OF BUILDINGS

Whereas, in correspondence dated November 24, 2025, the Commissioner of the Buildings Department formally requested authorization for the Department of Buildings to establish and maintain a list of qualified third-party inspection vendors for use by property owners and constituents seeking specialized or general code inspections and related services; and

Whereas, the Department of Buildings is responsible for ensuring compliance with the New York State 2020 Uniform Fire Prevention and Building Code, the Energy Code, and all applicable City of Mount Vernon ordinances; and

Whereas, property owners and constituents often require specialized or general technical inspections, consultations, report preparation services, and other construction-related services to ensure compliance with state and local codes; and

Whereas, the Department of Buildings issued Request for Qualifications (RFQ) #005 - DOB Third-Party Inspection Services on August 29, 2025, seeking qualified vendors capable of providing a broad range of third-party inspection and construction-related services; and

Whereas, two responses were received to RFQ #005, from LaBella Associates and Ettinger Engineering Associates; and

Whereas, each submission was evaluated for responsiveness, responsibility, and pricing, including completeness, required forms, acknowledgments, professional experience, capacity, references, and compliance with applicable insurance and prevailing wage requirements; and

Whereas, the Department of Buildings has determined that LaBella Associates and Ettinger Engineering Associates are responsible, qualified vendors capable of performing the inspections and related services outlined in RFQ #005; and

Whereas, the use of such third-party inspectors will be fee neutral or fee positive, as property owners will pay vendors directly and the Department of Buildings will collect its standard initial inspection fee of $150.00, similar to the practices of neighboring municipalities; and

Whereas, establishing an approved list of qualified vendors will expand inspection capacity, assist property owners, and support code compliance without creating a financial burden on the City;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mount Vernon, New York, as follows:

Section 1. Purpose. The purpose of this Ordinance is to authorize the Department of Buildings to establish and maintain a list of qualified third-party inspection vendors for use by property owners and constituents seeking specialized or general code inspections and related services.

Section 2. Authorization to Establish Qualified Vendor List. The Department of Buildings is hereby authorized to formally establish a list of qualified vendors, initially consisting of:

3. LaBella Associates

4. Ettinger Engineering Associates

These vendors have been evaluated and determined to be qualified in accordance with the criteria set forth in RFQ #005.

Section 3. Use of Third-Party Vendors.

A. The approved vendor list shall be made available to property owners and constituents solely as an optional resource for obtaining third-party inspection services.

B. The City shall incur no cost for services provided by these vendors; all payments shall be made directly by property owners to the selected vendor.

C. The Department of Buildings shall maintain oversight of all inspections conducted by third-party vendors to ensure compliance with applicable laws and standards.

Section 4. Fees.

C. The Department of Buildings is authorized to continue collecting an initial inspection fee of $150.00, comparable to neighboring jurisdictions, to support the administrative and oversight functions associated with third-party inspections.

D. Fees charged by third-party vendors for their services shall be set independently by the vendors and paid directly by the property owners.

Section 5. Amendments to the Vendor List. The Department of Buildings may update, expand, or modify the list of qualified vendors as additional RFQs are issued or as future evaluations deem necessary. All such revisions shall be reported to the City Council for acknowledgment.

Section 6. Severability. If any clause, sentence, paragraph, or provision of this Ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall take effect immediately upon passage and adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

CITY OF MOUNT VERNON, NY
DEPARTMENT OF BUILDINGS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall – One Roosevelt Square, Room 210
Mount Vernon, NY 10550
(914) 665-2483 Fax (914) 465-2988
Email: DOB@cmvny.com
Website: www.cmvny.com

Patrick G. Holder, R.A.
Commissioner

Hediye Mamak
1st Deputy Commissioner

Dawn Asbury
2nd Deputy Commissioner

November 24, 2025

City Hall
1 Roosevelt Square
Mount Vernon, Ny 10550

Re: To Establish a list of qualified vendors for third-party inspections

To the Honorable Council Members:

This letter is to request the City Council's approval for the establishment of a list of qualified vendors capable of performing a broad range of technical inspections and other construction-related services in accordance with the New York State 2020 Uniform Fire Prevention and Building Code, the Energy Code, and applicable city ordinances. This list is for the sole use of property owners and/or constituents (no cost to the city; fees are paid directly to the vendor by the property owners), as an option of utilizing third-party vendors to assist with specialized and general code inspections (under the Department of Buildings oversight), consultations, report preparation services, and other construction-related services as needed.

RFQ #005 – DOB Third-Party Inspection Services for the Buildings Department was released on August 29, 2025. Two submissions were received.

1. LaBella Associates
2. Ettinger Engineering Associates

Each submission was evaluated for responsiveness (completeness, required forms, and acknowledgments), responsibility (experience, capacity, references, and compliance with prevailing wage and insurance requirements), and pricing was also reviewed.

This approach is designed to be fee neutral or fee positive, ensuring that any fees collected will cover the costs of the third-party inspections without negatively impacting the Department's budget.

Currently, most neighboring cities and towns utilize outside consultants for specialized inspections such as electrical work. In line with these practices, the Buildings Department collects an initial inspection fee of $150.00, consistent with comparable jurisdictions, to support the expanded inspection capacity while maintaining fiscal responsibility.

It is the determination that **Labella Associates** and **Ettinger Engineering Associates** are found to be responsible, qualified vendors capable of performing the qualifications specified in the RFQ.

I respectfully request the City Council's approval to allow the Department of Buildings to formalize this vetted list for our city's property owners/constituents to utilize if they so choose.

Thank you for your time and attention. I am available to discuss this request further and provide any additional information the Council might require.

Respectfully, Submitted,

Patrick G. Holder
Commissioner of Buildings

cc: Mayor, Corporation Counsel, City Clerk, The Comptroller

File #: TMP -1738 **Agenda Date:** 11/25/2025 **Agenda #:** 6.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, Acceptance of a $95,000 Grant for the Purchase of a Replacement Compressor for the Fire Department - (upon acceptance of the grant, the Comptroller is directed to record the funds in Revenue Code A3389.9 (NYS Other) and to transfer said funds to appropriation code A3410.203 (Equipment) for the acquisition and installation of the new compressor; be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A $95,000 GRANT FOR THE PURCHASE OF A REPLACEMENT COMPRESSOR FOR THE FIRE DEPARTMENT

Whereas, in correspondence dated October 31, 2025, the Fire Commissioner formally requested authorization for Mayor Shawyn Patterson-Howard to accept the grant award in the amount of $95,000 from New York State Assemblyman Gary Pretlow for the replacement of the Eagle Air compressor at Fire Station 3; and

Whereas, on September 30, 2025, New York State Assemblyman Gary Pretlow awarded the City of Mount Vernon a grant in the amount of Ninety-Five Thousand Dollars ($95,000) for the benefit of the Mount Vernon Fire Department; and

Whereas, the Mount Vernon Fire Department has identified the need to replace the Eagle Air compressor located at Fire Station 3, which is essential for refilling Self-Contained Breathing Apparatus (SCBA) air cylinders that enable firefighters to safely operate in smoke-filled and hazardous conditions; and

Whereas, acceptance of this grant award will allow the City to acquire a new compressor necessary to support firefighter safety and operational readiness; and

Whereas, the funds received from this grant shall be recorded in revenue code A3389.9 (NYS Other) and subsequently transferred to budget code A3410.203 (Equipment) for the purchase and installation of the compressor; and

Whereas, the Mayor of the City of Mount Vernon must be authorized to accept said award and execute any documents necessary to effectuate the use of the funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, NEW YORK:

Section 1. Authorization to Accept Grant. The City Council hereby authorizes Mayor Shawyn Patterson-Howard to accept the grant award in the amount of $95,000 from New York State Assemblyman Gary Pretlow for the replacement of the Eagle Air compressor at Fire Station 3.

Section 2. Accounting for Funds. Upon acceptance of the grant, the Comptroller is directed to record the funds in Revenue Code A3389.9 (NYS Other) and to transfer said funds to appropriation code A3410.203 (Equipment) for the acquisition and installation of the new compressor.

Section 3. Authorization for Necessary Actions. The Mayor, Comptroller, and Fire Commissioner are hereby authorized to execute any documents, contracts, or agreements necessary to carry out the purpose of this ordinance.

Section 4. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

CITY OF MOUNT VERNON, N.Y.
FIRE DEPARTMENT

SHAWYN PATTERSON-HOWARD
Mayor

Fire Headquarter – 470 East Lincoln Avenue
Mount Vernon, NY, 10550
(914) 665-2611 – Fax: (914) 665-2631

Kevin B. Holt
Fire Commissioner
Theodore W. Beale Jr.
Deputy Fire Commissioner
Juan A. Peralta
Chief of Operations

October 31, 2025

Through the Office of the Mayor

Honorable Members of the City Council
City of Mount Vernon
One Roosevelt Square
Mount Vernon, New York 10550

Re: Acceptance of Grant - $95,000 Compressor for the Fire Department

Dear Honorable Council Members,

The Fire Department respectfully requests that the Mount Vernon City Council enact legislation authorizing Mayor Shawyn Patterson-Howard to accept a grant award to the City of Mount Vernon by New York State Assemblyman Gary Pretlow on September 30, 2025.

This award (Award letter attached) will be used to replace the Eagle Air compressor at Fire Station 3. This compressor enables firefighters to refill their SCBA air cylinders, allowing them to operate effectively in smoke and other hazardous conditions.

Upon acceptance of this award, funds are to be accounted for in revenue code A3389.9 (NYS other) and then transferred to code A3410.203 (Equipment) for use.

Thank you in advance for your assistance in this matter.

Respectfully:

Kevin B. Holt

Kevin B. Holt
Fire Commissioner

Cc: Comptroller’s Office, Grant Department, Contract, File

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
HTTPS://DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

WALTER T. MOSLEY
SECRETARY OF STATE

November 3, 2025

RE: Contract #C1003495

Dear: Steve Lawerence

The State of New York has awarded your organization $95,000 for the purpose described in the enclosed Legislative Initiative Form ("LIF") that will be administered by the Department of State.

A copy of the required contract forms that must be completed are attached, along with an instructional document. Please review the instructional document and complete the attached contract package in its entirety. The completed contract package should be submitted to the Department of State's ("DOS") Fiscal shared mailbox at: dos.sm.Fiscal.CAU@dos.ny.gov. DOS will review your submission and reach out to you if any additional information is required to move forward with contract execution.

After fully executed, a copy of the final contract will be returned to you. Reimbursement of eligible costs can only be made after the contract is fully executed. Eligible costs must be incurred within the approved contract terms and must be consistent with the executed contract.

If there is a change in the purpose of the initiative, please contact your legislative sponsor immediately to request the appropriate revision to your awarded LIF.

If you have any questions or need assistance in completing the required contract forms, please contact the Contract Administration Unit at dos.sm.Fiscal.CAU@dos.ny.gov. or by phone at 518-474-2754. Please include the contract number referenced above in your request to expedite processing of your inquiry.

Sincerely,

Jennifer L Gallo
Director of Financial Administration
Division of Fiscal Management

Enclosures

NEW YORK STATE OF OPPORTUNITY. | Department of State

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID: DOS01/3800000
NYS DEPARTMENT OF STATE ONE COMMERCE PLAZA 99 WASHINGTON AVENUE ALBANY, NY 12231	CONTRACT NUMBER: C1003495 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: City of Mount Vernon	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods): ☐ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000001499 Federal Tax ID Number:	PROJECT NAME: Compressor for the Mt. Vernon Fire Dept. ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: City Hall, One Roosevelt Square, Mount Vernon, NY 10550 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: Slawrence@Mountvernonny.gov	CONTRACTOR STATUS: ☐ For Profit ☐ Municipality ☐ Tribal Nation ☐ Individual ☑ Not-for-Profit Charities Registration Number: N/A Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT (*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected amount of the contract):
From: 4/1/2023 To: 3/31/2026	CURRENT: $ 95,000.00
AMENDED TERM:	AMENDED:
From: To:	FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

Appendix A

Attachment A:
- ☑ A-l Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

Attachment B:
- ☑ B-l Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-l(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting

Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract for Grants on the dates below their signatures.

CONTRACTOR:	STATE AGENCY:
	NYS Department of State, 1 Commerce Plaza 99 Washington Avenue Albany, NY 12231-0001
By:___________________________________	By:___________________________________
___________________________________ Printed Name	___________________________________ Printed Name
Title:_________________________________	Title:_________________________________
Date:_________________________________	Date:_________________________________

STATE OF NEW YORK

County of________________________________

On the ___ day of __________, ____, before me personally appeared__________________________, to me known, who being by me duly sworn, did depose and say that he/she resides at _____________________, that he/she is the __________________________ of the ________________________________, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract for Grants.

(Notary)____

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
___________________________________	___________________________________
___________________________________ Printed Name	___________________________________ Printed Name
Title:_______________________________	Title:_______________________________
Date:_______________________________	Date:_______________________________

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts

2. Contract for Grants Standard Terms and Conditions

3. Modifications to the Face Page

4. Modifications to Attachment A-2:Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting

5. The Face Page

[1] For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors**: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor’s cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase “useful life” is defined in Internal Revenue Code § 1.169-2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or

meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

TABLE OF CONTENTS

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. **COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. **WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

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

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage

and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. <u>RECIPROCITY AND SANCTIONS PROVISIONS</u>. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. <u>COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS</u>. Contractor shall comply with the provisions of the New York State Information Security

Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

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

ATTACHMENT A-1
New York State Department of State (1/16/24)

Agency Specific Clauses

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval is required for all requests for budget modifications, regardless of the amount of the modification, or where the proposed modification will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contract. All requests for modifications must be done in writing and requires a detailed breakdown of requested changes and justification for the request. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. Documentation of Performance

In addition to the criteria set forth in Section III(E)(1)(b) of the NYS Contract for Grants, documentation of personal service expenditures shall:

1. Be based upon actual work performed;

2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and

3. Comply with the Contractor's established accounting policies and conform to generally accepted accounting principles.

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable, nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this Agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II(A)(3) of the NYS Contract for Grants, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

In addition to the requirements of Section III(D)(4) of the NYS Contract for Grants, the Contractor shall maintain an inventory of all property purchased under this Agreement and owned by the Contractor. Such inventory shall be retained by the Contractor for the time period specified in Section III(E)(1) and available for inspection and copying by the State.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in Section II(A) of the NYS Contract for Grants. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within forty-five (45) days after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded or the Department may pursue any other remedies available to the State.

2. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.

3. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at https://apps.labor.ny.gov/EDList/searchPage.do) or is listed on the New York State Office of General Service's list of companies with which New York State cannot do business (available at https://ogs.ny.gov/debarred-and-non-responsible-entities); (2) is listed as an entity debarred from federal contracts (available at: sam.gov); or (3) fails to possess requisite workers compensation and disability insurance coverage (see http://www.wcb.ny.gov).

   In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at https://apps.labor.ny.gov/EDList/searchPage.do) or is listed on the New York State Office of General Service's list of companies with which New York State cannot do business (available at https://ogs.ny.gov/debarred-and-non-responsible-entities); (2) is listed as an entity debarred from federal contracts (available at: sam.gov); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see http://www.wcb.ny.gov). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract including, but not limited to the terms of the Agreement, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.

4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.

5. In addition to the requirements of Section III(B)(2) of the NYS Contract for Grants, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below $100,000 for the performance of any activities covered by this Contract. Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than $35,000 and purchase contracts involving not more than $20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M, SDVOB requirements set forth in Section N, and any additional requirements imposed by the State as set forth in this Agreement.

   The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than $35,000 and all purchase contracts involving more than $20,000. In the case of contracts by municipalities, service, labor, and construction contracts involving not more than $35,000 and purchase contracts involving not more than $20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M, SDVOB requirements set forth in Section N, and any additional requirements imposed by the State as set forth in this Agreement.

2. For non-municipal entities, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M, SDVOB requirements set forth in Section N, any additional requirements imposed by the State as set forth in this Agreement, any applicable law, and its own policies.

I. Vendor Responsibility Determinations

A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a Contractor's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://osc.state.ny.us/vendrep/index.htm. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the Contractor certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), if applicable, regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section I(G) of the NYS Contract for Grants, notice hereunder shall be addressed as follows:

1. Notice to the State

Name, Title	Jennifer Gallo, Director
Agency/Division	Department of State, Bureau of Fiscal Mangement
Address	99 Washington Ave, Suite 1110, Albany, NY 12231
Phone/ Fax/Email	(P): 518-474-2754 (F): (E): dos.sm.Fiscal.CAU@dos.ny.gov

2. Notice to the Contractor

Name, Title	
Address	
Phone/ Fax/Email	(P): (F): (E):

M. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject Contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in this Agreement, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

(1) Evidence of outreach to MWBEs;
(2) Any responses by MWBEs to the Contractor's outreach;
(3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
(4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
(5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

b. In performing the Contract, the Contractor shall:

(1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
(2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
(3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
(4) The Contractor's EEO policy statement shall include the following language:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

(d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this Contract is in excess of $250,000, the following provision shall apply:

The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

(1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.

(2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.

e. The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, age, disability, predisposing genetic characteristic, familial status, marital status or domestic violence victim status, or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the Contract.

b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.

c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at https://ny.newnycontracts.com by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-2754. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at https://ny.newnycontracts.com. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

   i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

N. Service-Disabled Veteran-Owned Businesses Participation

Article 3 of Veterans' Services Law, as amended, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 3.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: https://dos.ny.gov/supplier-diversity.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS) and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Bureau of Fiscal Management – SDVOB Program at dos.sm.sdvob@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://sdves.ogs.ny.gov/business-search.

O. Refunds and Repayments

The Contractor shall promptly return funds due the State, including repayment of unexpended advances or disallowances. The Contractor shall make payment within forty-five (45) days of the end or termination of the Contract or demand from the Department. The Contractor shall reference the contract number with its payment and include a brief explanation of why the refund is made. Refunds shall be made payable to and addressed, as stated below:

Payable to:	NYS Department State
Mail to:	NYS Department of State, Bureau of Fiscal Management
Address:	One Commerce Plaza 99 Washington Ave, Suite 1110 Albany, NY 12210

P. Accessibility Compliance Testing

Accessibility compliance testing pursuant to Section III(H) of the NYS Contract for Grants shall be conducted by the Contractor. Any results or reports of such testing shall promptly be provided by the Contractor to Department.

II. Attachment A-2: Program Specific Clauses – Legislative Awards (6/4/13)

A. Funding

1. The Contract Period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed. Costs incurred for project activities conducted prior to or after the Contract Period will not be reimbursed under this Agreement.

2. The Contractor and Project as described in the Legislative Initiative Form provided to the to the Contractor by the Department and incorporated herein by references and as detailed in the Workplan (Attachment C) have been identified to the Department for receipt of a legislative grant award not to exceed the funding amount as set forth on the Contract Face Page.

3. Funding for this project has been appropriated in the Community Projects Fund as established by Section 99-d of the State Finance Law (Chapter 474 of the Laws of 1996). Pursuant to Paragraph 6(a) of Section 99-d, "The state shall not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund if insufficient monies are available for transfer to such account of this fund, after required transfers pursuant to subdivision three of this section."

4. Notwithstanding the contract period set forth on the Face Page, absent reappropriation in the subsequent State budget, funds for this project will cease to be available for payments on September 15 following the current end date of the contract. In that event, to afford reasonable assurance that payment can be made by the Department, final payment requests must be received by the Department's payment office by no later than August 15.

B. Certification Appendix

1. The NYS Office of the Attorney General requires that a Certification Appendix be completed by non-governmental entities that enter into Legislative Member initiative contracts with state agencies.

2. If the prospective contractor is a nongovernmental entity, a Certification Appendix must be completed and returned.

3. Contractor hereby acknowledges that, where required, the Certification Appendix is made a part of this contract by reference hereto and that any misrepresentation of fact in the Certification Appendix may result in termination of this contract.

ATTACHMENT B
BUDGET

B-1 Budget Summary Sheet

Budget Category	Budget Amount			MWBE Applicable
A. Salaries, Wages and Fringe	$			N/A
B. Travel	$			N/A
C. Supplies/Materials	$			$
D. Equipment	$			$
E. Contractual Services	$			$
F. Other	$			$
Contract Budget Total	$			$
MWBE Utilization Goal	**MBE %** %	**WBE %** %	**Total %** %	**Total Goal**

The total of your budget must equal the amount of your allocation as shown on the contract face page.

The budget is intended to show the items of expense which will be funded under this contract. Please do not show the entire cost of the project if it exceeds the amount of funding provided by this contract.

Contracts totaling $25,000.01 or more must calculate MWBE utilization when purchasing goods, commodities and contractual services, prior to contract execution.

Contracts totaling $25,000.00 or less are not subject to an MWBE Goal. Grantees are encouraged to include MWBE firms in all purchasing.

B-2 Budget Detail Sheet

A. SALARIES, WAGES AND FRINGE

Estimated Total Number of Amount Budgeted

Name/Title	**Annual Salary**	**Effort (%)** (percentage worked on project)	**Total charged to this contract**

(ATTACH ADDITIONAL SHEETS IF NEEDED)

Fringe Rate: %	**Total Salaries** $
Total Fringe: (Rate x Salaries)	$

TOTAL SALARIES, WAGES AND FRINGE $_____________________

B. TRAVEL

Show the calculation for travel costs (NYS travel ONLY). Include a brief statement in support of the purpose of the travel, destination, and duration (daily vs. overnight trips) of such travel. (Example: travel start location and destination and # miles X rate/mile/per trip).

TOTAL TRAVEL $_____________________

(ATTACH ADDITIONAL SHEETS IF NEEDED)

B-3 Budget Detail Sheet

C. SUPPLIES/MATERIALS

Use general categories such as office supplies, printing supplies, small tools, building materials and like category descriptions. List the description of the supply category and the costs associated *for each line*.

TOTAL SUPPLIES/MATERIALS $____________________

(ATTACH ADDITIONAL SHEETS IF NEEDED)

D. EQUIPMENT

List EACH item of equipment that exceeds $200 per item and has a useful life of one year or more. Indicate total cost for each piece of equipment. Do not include supplies with an individual cost of less than $200.

TOTAL EQUIPMENT $____________________

(ATTACH ADDITIONAL SHEETS IF NEEDED)

B-4 Budget Detail Sheet

E. CONTRACTUAL SERVICES

This category includes items such as telephone, postage, rent, utilities, rental or repairs to equipment, lease of equipment, contracted services and contracted construction costs.

TOTAL CONTRACTUAL SERVICES $____________________

(ATTACH ADDITIONAL SHEETS IF NEEDED)

F. OTHER

Identify and justify costs that many not be budgeted in the categories listed above. Include cost for each item.

TOTAL OTHER $____________________

(ATTACH ADDITIONAL SHEETS IF NEEDED)

ATTACHMENT C

Program Work Plan

Project Name: **Contractor's SFS Name:** **Contract Period:**

NARRATIVE:

(Must be completed for all project types and payment options.)

(ATTACH SEPARATE SHEETS AS NECESSARY)

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ____twenty five____ percent (25.00%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ______________ percent (____%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than _____ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

   Period: ________ Amount: ___________ Due Date: _________

   Period: ________ Amount: ___________ Due Date: _________

   Period: ________ Amount: ___________ Due Date: _________

   Period: ________ Amount: ___________ Due Date: _________

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (33.30%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☑ Quarterly Reimbursement
Due date 45 days after a quarter

☐ Monthly Reimbursement
Due date ________________________________

☐ Biannual Reimbursement
Due date ________________________________

☐ Fee for Service Reimbursement
Due date ____

☐ Rate Based Reimbursement
Due date ____

☐ Fifth Quarter Reimbursement
Due date ____

☐ Milestone/Performance Reimbursement
Due date/Frequency _____________________________________

☐ Scheduled Reimbursement
Due date/Frequency ______________________

☐ Interim Reimbursement as Requested by Contractor ____________

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

☑ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☑ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☑ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 45 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)[1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _______________. The agency shall complete its audit and notify vendor of the results no later than _____________. The Contractor shall submit the report not later than _____days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

DISCLOSURE & ACCOUNTABILITY CERTIFICATIONS **

I. No Conflict of Interest

Except as otherwise fully disclosed in a separate appendix attached to this Contract, the Contractor affirms, to the best of its knowledge, under penalty of perjury, that neither the Sponsoring Member(s) nor any Related Parties to Sponsoring Member(s) has any financial interest, direct or indirect, in the Contractor, or has received or will receive any financial benefit, either directly or indirectly, from the Contractor or its Related Parties from the matters contained in this Contract.

II. Good Standing

Except as otherwise fully disclosed in a separate appendix attached to this Contract, the Contractor affirms, to the best of its knowledge, under penalty of perjury, that:

(A) At no time during the past five years has the Contractor or any of the Contractor's Affiliates or principal owners: (1) been barred by a government agency from entering into any government contract as a result of inappropriate activity or unlawful conduct; (2) been declared in default and/or terminated for cause of any government contract; (3) received an overall unsatisfactory performance rating from any government agency on any contract; (4) been convicted or charged with a felony or misdemeanor; (5) failed to file federal, state or city tax returns or pay taxes owed; or (6) (to the extent the entity is a charity or not-for-profit organization) failed to file any and all required forms with any government agency regulating the entity;

(B) At no time within the last seven years has the Contractor or any of the Contractor's Affiliates or principal owners been involved in any bankruptcy proceeding (whether or not closed);

** for contracts in the amount of $50,000 or above.

(C) Neither the Contractor, nor any of the Contractor's Related Parties, has paid any third party or agent, either directly or indirectly, to aid in the securing of this Contract.

To the extent the answer to any of these questions is "yes," please describe the events and circumstances in an attached appendix.

III. Funds Used Solely for Public Purpose

The Contractor affirms, to the best of its knowledge, under penalty of perjury, that all funds expended pursuant to the terms of this Contract are intended to be used and will be used solely and directly for the public purpose or public purposes specified elsewhere in this Contract.

IV. Sponsoring Member(s)

The Sponsoring Member(s) of the local legislative initiative pursuant to which this Contract will be funded is/are ______________.

V. Definitions

As used herein in this Certification Appendix:

(1) "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the specified party.

(2) "Contractor" means the party or parties receiving funds pursuant to the terms of this Contract.

(3) "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants of the party or of the party's spouse, (iii) any sibling of the party or of the party's spouse, (iv) any person sharing the home of any of the foregoing, (v) any staff member, employee, director, officer or agent of the party, and (vi) Affiliates or subcontractors of the party.

** for contracts in the amount of $50,000 or above.

(4) "Sponsoring Member(s)" means the sponsoring Assembly Member or State Senator that sponsored the grant related to this Contract.

The undersigned recognizes that this Certification Appendix is submitted for the express purpose of assisting the State of New York and political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State of New York and political subdivisions may in their discretion, by means which they choose, verify the truth and accuracy of all statements made herein; acknowledges that knowing or intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.45; and states that the information submitted in this Certification Appendix and any attached appendix is true, accurate and complete.

______________________________	______________________________
Name of Contractor	Signature of Authorized Official/Date
______________________________	______________________________
Address	Typed Copy of Signature
______________________________	______________________________
City, State, Zip Code	Title

Sworn to before me this

________ day of __________, 20

____

Notary Public

** for contracts in the amount of $50,000 or above.

File #: TMP -1763 **Agenda Date:** 12/10/2025 **Agenda #:** 7.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, authorizing the City Comptroller to Establish a Custodial Account for the Development Project Located at 115 MacQuesten Parkway - (funds deposited into the custodial account shall be disbursed solely for payments owed to Labella Associates Inc. for services rendered in accordance with Proposal P2505704.01 and the terms of Exhibit A); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE CITY COMPTROLLER TO ESTABLISH A CUSTODIAL ACCOUNT FOR THE DEVELOPMENT PROJECT LOCATED AT 115 SOUTH MACQUESTEN PARKWAY

Whereas, in correspondence dated November 19, 2025, the Commissioner of the Department of Buildings formally requested authorization for the Comptroller to establish a custodial account for the development project located at 115 South MacQuesten Parkway, Mount Vernon, New York; and

Whereas, the City Comptroller requires authorization from the City Council to establish custodial accounts for the proper management of funds related to development projects within the City of Mount Vernon; and

Whereas, the developers of the property located at 115 South MacQuesten Parkway are required to fund the City's construction inspection services during the construction phase of the project; and

Whereas, Labella Associates Inc. has been engaged to provide construction inspection services as set forth in its proposal, P2505704.01, dated November 11, 2025, and executed on November 17, 2025, in accordance with the terms and conditions contained in Exhibit A; and

Whereas, the custodial account is necessary to ensure the timely and proper payment of inspection services, to maintain compliance with City requirements, and to support an aggressive construction schedule; and

Whereas, the applicant/owner of the project is 115 MacQuesten Development LLC, with Dan Brenner serving as Authorized Signatory, located at 1228 Euclid Avenue, 4th Floor, Cleveland, OH 44115; and

Whereas, the custodial account will remain active until all construction inspections have been successfully completed and final inspection reports have been submitted to the City's Building Department; now therefore,

THE CITY COUNCIL OF THE CITY OF MOUNT VERNON HEREBY ORDAINS:

Section 1. Authorization to Establish Custodial Account. The City Comptroller is hereby authorized and directed to establish a custodial account for the development project located at:

115 South MacQuesten Parkway, Mount Vernon, New York.

Section 2. Purpose of Account. The custodial account shall serve as a holding account to receive funds from the project developer for the payment of construction inspection services performed by Labella Associates Inc. throughout the construction phase.

Section 3. Disbursement of Funds. Funds deposited into the custodial account shall be disbursed solely for payments owed to Labella Associates Inc. for services rendered in accordance with Proposal P2505704.01 and the terms of Exhibit A.

Section 4. Duration of Account. The custodial account shall remain active until the developer fully completes all required construction inspections and the Building Department receives all final inspection reports.

Section 5. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

CITY OF MOUNT VERNON, NY
DEPARTMENT OF BUILDINGS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall – One Roosevelt Square, Room 210
Mount Vernon, NY 10550

Patrick G. Holder, R.A.
Commissioner

November 19, 2025

Honorable City Council Member
City of Mount Vernon
1 Roosevelt Square
Mount Vernon, NY 10550

Subject: **Request for Authorization to Establish Custodial Account – 115 South MacQuesten Parkway**

This letter respectfully requests that the City Council approve legislation to allow the City Comptroller to establish a custodial account to support the management of funds for the development project below. This custodial account will serve as a holding account for payment to the city's construction inspection services consultant (Labella Associates Inc.) during the construction, up until the developers of the project successfully complete their required construction inspection, and final inspection reports are submitted to the Building Department. The property for the custodial account is as follows:

115 South MacQuesten Parkway

Project Description: Labella shall perform the services set forth and described in Labella's proposal, P2505704.01 dated November 11, 2025 and executed on November 17, 2025, in accordance with the terms and condition of the attached Exhibit A.

Applicant/Owner Information: Dan Brenner, Authorized Signatory for 115 MacQuesten Development LLC,
1228 Euclid Ave, 4th Floor Cleveland, OH 44115

Contact person: Dan Brenner *201 869-6001*

The custodial account will be necessary to ensure proper management of funds and be in compliance with all city requirements. This measure is necessary to facilitate payments on time to the consultant allowing this aggressive construction schedule to be met.

Sincerely,

Patrick G. Holder
Commissioner of Buildings

1 ROOSEVELT SQ. RM. 104
CITY HALL, MOUNT VERNON, NEW YORK 10550
& VIA FACEBOOK. COM/MOUNTVERNONNY

File #: TMP -1754 **Agenda Date:** 11/25/2025 **Agenda #:** 8.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, authorizing the Recension the Recommendation for the Sale of City-Owned Property Located at 328 South 1st Avenue - (Parcel ID: 169.31.3120.10) - (Valon Nikci of Bedrock Company, for $305,000.00 is hereby rescinded in its entirety); be, and the same is hereby approved.

City Council:

AN ORDINANCE RESCINDING THE RECOMMENDATION FOR THE SALE OF CITY-OWNED PROPERTY LOCATED AT 328 SOUTH 1ST AVENUE (PARCEL ID: 169.31.3120.10)

Whereas, in correspondence dated November 12, 2025, the Secretary of the Real Estate Committee formally requested that the City Council rescind Ordinance No. 22, adopted on October 8, 2025, which authorized the sale of the City-owned property located at 328 South 1st Avenue, Mount Vernon, NY (Parcel ID: 169.31.3120.10), for the amount of $305,000.00; and

Whereas, by correspondence dated November 12, 2025, it was reported that the previously stated sum of $305,000.00 was incorrect, and that Mr. Nikci's confirmed bid for the property is in fact $138,000.00; and

Whereas, the subject property was acquired by the City of Mount Vernon through foreclosure for non-payment of taxes; and

Whereas, the City Council's Real Estate Committee reviewed all documentation pertaining to the property at its meeting on October 31, 2025, and by unanimous vote recommended that the prior offer be rescinded in light of the corrected bid and the circumstances surrounding the acquisition; and

Whereas, the City Council now finds it necessary and appropriate to rescind its prior recommendation concerning the conveyance of this City-owned parcel to ensure accuracy, transparency, and compliance with proper disposition procedures;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mount Vernon, in the State of New York, as follows:

Section 1. Rescission of Prior Recommendation. The recommendation to approve the sale of the City-owned property located at 328 South 1st Avenue, Mount Vernon, NY (Parcel ID:

169.31.3120.10), for $305,000.00 is hereby rescinded in its entirety.

Section 2. Basis for Rescission. This rescission is based upon the confirmation that the accurate bid submitted by Valon Nikci of Bedrock Company is $138,000.00, as well as the findings of the Real Estate Committee following its October 31, 2025, review.

Section 3. Further Action. The City Council reserves the right to reconsider the disposition of the property upon submission of a corrected and complete recommendation in accordance with applicable laws, procedures, and City policies governing the sale of City-owned real property.

Section 4. Severability. If any clause, sentence, paragraph, or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof.

Section 5. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

CITY OF MOUNT VERNON, N.Y.
Real Estate Committee – 2025
City Hall, One Roosevelt Square
Mount Vernon, NY 10550

REAL ESTATE COMMITTEE
Danielle Browne – City Council President
Dr. Darren Morton – Chairman
Stephanie Vanderpool – Co-Chair
Antoinette Anderson - Secretary

November 12, 2025

Honorable City Council Members
City Of Mount Vernon
1 Roosevelt Square
Mount Vernon, NY 10552

Re: *Rescind the recommend of the Sale of City-Owned Properties Located at 328 South 1st Avenue, Mount Vernon, NY Parcel ID: 169.31.3120.10*

A letter dated October 1, 2025, requested that the City Council consider and approve the Mayor's authorization to convey Parcel ID: 169.31.3120.10, located at 328 South 1st Avenue, to Valon Nikci of Bedrock Company for the total sum of $305,000 (Three Hundred Five Thousand Dollars).

This letter, dated November 12, 2025, respectfully requests that the City Council rescind that recommendation. The amount of $305,000 has been revised to reflect Mr. Nikci's confirmed bid for the property, which is $138,000 (One Hundred Thirty-Eight Thousand Dollars).

This property was acquired by the City through foreclosure for non-payment of taxes. All documentation pertaining to the property was reviewed by the Real Estate Committee on October 31, 2025. By unanimous vote, the Committee approved a recommendation to rescind the prior offer.

If this request meets with the City Council's approval, I respectfully ask that the necessary legislation be enacted to reflect this action.

Thank you for your attention to this matter.

Sincerely,

Antoinette Anderson
Secretary, Real Estate Committee

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
& VIA
FACEBOOK.
COM/MOUNTVERNONNY

City of Mount Vernon, New York

Staff Report

File #: TMP -1767 **Agenda Date:** 12/10/2025 **Agenda #:** 9.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, authorizing the Sale and Conveyance of City-Owned Property Located at 328 South 1st Avenue ((Parcel ID: 169.31.3120.10) to Webb Development Services Corp. - (for the purchase price of $200,000; the proceeds from the sale of the Property shall be deposited into the appropriate City account as determined by the Comptroller); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE SALE AND CONVEYANCE OF CITY-OWNED PROPERTY LOCATED AT 328 SOUTH 1ST AVENUE (PARCEL ID: 169.31.3120.10) TO WEBB DEVELOPMENT SERVICES CORP.

Whereas, in correspondence dated November 21, 2025, the Real Estate Committee - 2025 formally requested authorization for the Mayor of the City of Mount Vernon to convey the City-owned property located at 328 South 1st Avenue, Mount Vernon, NY, identified as Parcel ID 169.31.3120.10, to Webb Development Services Corp. for the purchase price of $200,000; and

Whereas, the City of Mount Vernon is the owner of the real property located at 328 South 1st Avenue, Mount Vernon, New York, designated as Parcel ID 169.31.3120.10 ("the Property"); and

Whereas, the Property was acquired by the City through foreclosure due to non-payment of real property taxes; and

Whereas, the City, through its Real Estate Committee, reviewed all offers received for the Property during a duly convened meeting on November 21, 2025; and

Whereas, following its review, the Real Estate Committee unanimously determined that the offer submitted by Alonzo Webb of Webb Development Services Corp. in the amount of $200,000 (Two Hundred Thousand Dollars) constituted the highest responsible bid and was fully compliant with the City's bidding procedures; and

Whereas, the proposed sale of the Property is in the best interest of the City in order to return the parcel to productive use and contribute to the City's tax base; now, therefore,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mount Vernon, in the State of New York, as follows:

Section 1. Authorization to Convey Property. The Mayor of the City of Mount Vernon is hereby authorized and directed to execute any and all documents necessary to convey the City-owned property located at 328 South 1st Avenue, Mount Vernon, NY, identified as Parcel ID 169.31.3120.10, to Webb Development Services Corp. for the purchase price of $200,000.

Section 2. Form of Documents. All closing documents, including but not limited to the deed, transfer forms, and affidavits, shall be approved as to form by the City's Corporation Counsel prior to execution.

Section 3. Conditions of Sale. The conveyance shall be made on an "as-is, where-is" basis, without warranties or representations by the City, except as may be expressly stated in the final purchase agreement approved by Corporation Counsel.

Section 4. Deposit of Proceeds. The proceeds from the sale of the Property shall be deposited into the appropriate City account as determined by the Comptroller.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its passage, approval by the City Council, and subsequent approval by the Board of Estimate & Contract in accordance with the laws of the City of Mount Vernon and the State of New York.

CITY OF MOUNT VERNON, N.Y.
Real Estate Committee – 2025
City Hall, One Roosevelt Square
Mount Vernon, NY 10550

REAL ESTATE COMMITTEE
Danielle Browne – City Council President
Dr. Darren Morton – Chairman
Stephanie Vanderpool – Co-Chair
Antoinette Anderson - Secretary

November 21, 2025

Honorable City Council Members
City Of Mount Vernon
1 Roosevelt Square
Mount Vernon, NY 10552

Re: Recommend the Sale of City-Owned Properties Located at 328 South 1st Avenue, Mount Vernon, NY
Parcel ID: 169.31.3120.10

Dear Honorable Council Members,

I respectfully submit this request for your consideration and approval to authorize the Mayor to convey Parcel ID: 169.31.3120.10, located at 328 South 1st Avenue, to Alonzo Webb of Webb Development Services Corp. for the total sum of $200,000 (Two Hundred Thousand).

This property was acquired by the City through foreclosure for non-payment of taxes. All offers on the property were reviewed by the Real Estate Committee on November 21, 2025. By unanimous vote, Mr. Webb was identified as the highest bidder and found to be in full compliance with the bidding process.

If this request meets with the City Council's approval, I respectfully ask that the necessary legislation be enacted to reflect this action. Thank you for your attention to this matter.

Sincerely,

Antoinette Anderson
Secretary, Real Estate Committee

File #: TMP -1768 **Agenda Date:** 12/10/2025 **Agenda #:** 10.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, authorizing he Sale of City-Owned Property Located at 146 South 13th Avenue, Mount Vernon, NY - (Parcel ID: 169.21.3014.17, to Ms. Jeannette Garcia for the purchase price of $200,000 at closing, along with any and all associated closing costs, filing fees, and taxes customarily borne by the purchaser); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE SALE OF CITY-OWNED PROPERTY LOCATED AT 146 SOUTH 13TH AVENUE, MOUNT VERNON, NY - (PARCEL ID: 169.21.3014.17)

Whereas, in correspondence dated November 21, 2025, the Real Estate Committee - 2025 formally requested authorization for the Mayor of the City of Mount Vernon to execute all documents and take all necessary steps to convey the City-owned property located at 146 South 13th Avenue, Mount Vernon, New York (Parcel ID: 169.21.3014.17) to Ms. Jeannette Garcia for the purchase price of $200,000, subject to approval by the Corporation Counsel; and

Whereas, the City of Mount Vernon is the owner of real property located at 146 South 13th Avenue, identified on the tax map as Parcel ID: 169.21.3014.17 (“the Property”); and

Whereas, the Property was acquired by the City through foreclosure due to non-payment of taxes; and

Whereas, the Property was made available for purchase pursuant to the City’s established disposition and bidding procedures; and

Whereas, all submitted offers for the Property were reviewed by the Real Estate Committee at its meeting held on November 21, 2025; and

Whereas, following its review, the Real Estate Committee unanimously determined that the offer submitted by Ms. Jeannette Garcia, in the amount of Two Hundred Thousand Dollars ($200,000), constituted the highest responsible bid and fully complied with all requirements of the bidding process; and

Whereas, it is in the best interest of the City of Mount Vernon to authorize the conveyance of the

Property to Ms. Garcia for the total sum of $200,000;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mount Vernon, New York, as follows:

Section 1. Authorization of Sale. The Mayor is hereby authorized to execute all documents and take all necessary steps to convey the City-owned property located at 146 South 13th Avenue, Mount Vernon, New York (Parcel ID: 169.21.3014.17) to Ms. Jeannette Garcia for the purchase price of $200,000, subject to approval by the Corporation Counsel.

Section 2. Form of Conveyance. The conveyance shall be made by Quitclaim Deed or such other form of deed as approved by the Corporation Counsel of the City of Mount Vernon.

Section 3. Payment of Purchase Price. The purchaser shall remit the full purchase price of $200,000 at closing, along with any and all associated closing costs, filing fees, and taxes customarily borne by the purchaser.

Section 4. Conditions of Sale. The Property shall be conveyed "as is," with no representations or warranties as to condition, zoning, or fitness for any particular use, except as expressly stated in the closing documents. The purchaser shall be responsible for securing all required permits and complying with all applicable federal, state, and local regulations.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its passage, approval by the City Council, and subsequent approval by the Board of Estimate & Contract in accordance with the laws of the City of Mount Vernon and the State of New York.

CITY OF MOUNT VERNON, N.Y.
Real Estate Committee – 2025
City Hall, One Roosevelt Square
Mount Vernon, NY 10550

REAL ESTATE COMMITTEE
Danielle Browne – City Council President
Dr. Darren Morton – Chairman
Stephanie Vanderpool – Co-Chair
Antoinette Anderson - Secretary

November 21, 2025

Honorable City Council Members
City Of Mount Vernon
1 Roosevelt Square
Mount Vernon, NY 10552

Re: Recommend the Sale of City-Owned Properties Located at 146 South 13th Avenue, Mount Vernon, NY
Parcel ID: 169.21.3014.17

Dear Honorable Council Members,

I respectfully submit this request for your consideration and approval to authorize the Mayor to convey Parcel ID: 169.21.3014.17, located at 146 South 13th Avenue, to Jeannette Garcia for the total sum of $200,000 (Two Hundred Thousand).

This property was acquired by the City through foreclosure for non-payment of taxes. All offers on the property were reviewed by the Real Estate Committee on November 21, 2025. By unanimous vote, Ms. Garcia was identified as the highest bidder and found to be in full compliance with the bidding process.

If this request meets with the City Council's approval, I respectfully ask that the necessary legislation be enacted to reflect this action. Thank you for your attention to this matter.

Sincerely,

Antoinette Anderson
Secretary, Real Estate Committee

1 ROOSEVELT SQ. RM. 104
CITY HALL, MOUNT VERNON, NEW YORK 10550
& VIA FACEBOOK. COM/MOUNTVERNONNY

City of Mount Vernon, New York

Staff Report

File #: TMP -1773 **Agenda Date:** 12/10/2025 **Agenda #:** 11.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, authorizing the Transfer of Funds to Budget Line A1010.405 (Contracted Outside Services), as follows:

From:	Amount:	To:
A1010.401 - Office Expense	$ 2,000	A1010.405 - Contracted Outside Services
A1410.402 - Travel Expense	$ 4,000	
A1410.215 - Software & Software Support	$14,500	
A1411.101 - City Clerk - NYS Records	$ 5,000	
A1411.401 - Records Office Expense	$ 1,500	
Total Funds to Be Transferred:	**$27,000.00**	

; be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS TO BUDGET LINE A1010.405 (CONTRACTED OUTSIDE SERVICES)

Whereas, in correspondence dated November 24, 2025, the Legislative Assistant to the Mount Vernon City Council formally requested authorization for the transfer of Twenty-Seven Thousand Dollars ($27,000.00) from the budget lines indicated below; and

Whereas, the City Council is vested with the authority to approve and authorize budget modifications and fund transfers necessary for the efficient administration of municipal operations; and

Whereas, the Office of the City Council President has identified the need to transfer funds to Budget Line A1010.405 (Contracted Outside Services) in order to cover costs associated with required outside services; and

Whereas, sufficient funds are available within the originating budget lines to support this transfer without negatively affecting departmental operations; and

Whereas, the following budget lines and corresponding amounts have been identified for transfer:

From:	Amount:	To:
A1010.401 - Office Expense	$ 2,000	A1010.405 - Contracted Outside Services
A1410.402 - Travel Expense	$ 4,000	
A1410.215 - Software & Software Support	$14,500	
A1411.101 - City Clerk - NYS Records	$ 5,000	
A1411.401 - Records Office Expense	$ 1,500	
Total Funds to Be Transferred:	**$27,000.00**	

; and

Whereas, the transfer of these funds is necessary and in the best interest of the City to ensure continuity of services and effective administrative operations;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mount Vernon, in the State of New York, as follows:

Section 1. Authorization of Transfer of Funds. The City Council hereby authorizes and approves the transfer of Twenty-Seven Thousand Dollars ($27,000.00) as indicated in the Table above.

Section 2. Purpose of Transfer. The funds transferred pursuant to this Ordinance shall be used exclusively to cover costs associated with contracted outside services required for City operations.

Section 3. Authorization to Implement. The City Comptroller and all other appropriate City officials are hereby authorized and directed to take any and all necessary administrative actions to effectuate the intent of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

CITY COUNCIL
CITY OF MOUNT VERNON
ONE ROOSEVELT SQUARE
MOUNT VERNON, NY 10550
(914) 665-2352 · FAX (914) 668-6044

CITY COUNCIL MEMBERS
Danielle Browne, Esq., President
Jaevon Boxhill
Cathlin B. Gleason
Edward Poteat
Derrick Thompson

November 24, 2025

City Council of Mount Vernon
1 Roosevelt Square
Mount Vernon, NY 10552

Re: Transfer of funds

Dear Honorable City Council President Browne and esteemed members,

This letter comes to request your approval of legislation which authorizes the transfer of funds from the budget lines noted on the chart below, totaling $27,000 to A 1010.405 (Contacted Outside Services). This transfer is necessary to cover costs of outside services.

FROM: Account Code - Name		Amount
A 1010.401 - Office Expense	$	2,000.00
A 1410.402 - Travel Expense	$	4,000.00
A 1410.215 - Software & Software Support	$	14,500.00
A 1411.101 - City Clerk - NYS Records	$	5,000.00
A 1411.401 -Records Office Expense	$	1,500.00
Total Funds to be Transferred	**$**	**27,000.00**

TO: Account Code – Name
A 1010.405 - Contacted Outside Services

If this meets with the City Council's approval, I respectfully ask for the passage of the legislation for this requested budget transfer.

Thank you for your consideration.

Sincerely,

Antoinette Anderson

Legislative Assistant to the
Mount Vernon City Council

1 ROOSEVELT SQ. RM. 104
CITY HALL, MOUNT VERNON, NEW YORK 10550
& VIA FACEBOOK.COM/MOUNTVERNONNY

File #: TMP -1774 **Agenda Date:** 12/10/2025 **Agenda #:** 12.

Board of Estimate & Contract:

RESOLVED, that an Ordinance adopted by the City Council on November 25, 2025, and signed by the Mayor on November 26, 2025, a Temporary Spending Freeze on Non-Essential Expenditures through February 2026; be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING A TEMPORARY SPENDING FREEZE ON NON-ESSENTIAL EXPENDITURES THROUGH FEBRUARY 2026

Whereas, in correspondence dated November 24, 2025, the Comptroller formally requested authorization to implement a temporary spending freeze on all non-essential expenditures across City operations effective immediately upon adoption of this Ordinance and continuing through February 29, 2026; and

Whereas, the Office of the Comptroller has advised the City Council that the City of Mount Vernon is currently experiencing significant cash-flow pressures as a result of delayed revenues, prior-year obligations, and insufficient available fund balance; and

Whereas, these fiscal challenges pose a direct risk to the City's ability to meet critical financial obligations, including payroll, employee benefits, debt service, and other essential public services; and

Whereas, the Comptroller has recommended the implementation of immediate cost-containment measures to stabilize municipal finances and ensure continuity of necessary government operations; and

Whereas, the temporary suspension of non-essential and discretionary expenditures will allow the Administration to impose stronger internal controls and manage limited cash resources more effectively during this period of fiscal constraint; and

Whereas, the City Council finds that authorizing a temporary spending freeze is in the best interest of the City of Mount Vernon in order to promote fiscal stability while longer-term corrective measures are developed and implemented;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON:

Section 1. Authorization of Temporary Spending Freeze. The Mayor, Comptroller, and all relevant administrative departments are hereby authorized and directed to implement a temporary spending freeze on all non-essential expenditures across City operations effective immediately upon adoption of this Ordinance and continuing through February 29, 2026.

Section 2. Scope of the Spending Freeze:

(a) The spending freeze shall apply to all discretionary purchases, non-urgent operating expenses, and non-essential departmental expenditures.

(b) No new contractual commitments may be entered into during the freeze period unless expressly determined by the Administration to be essential to the maintenance of core City functions, public health, safety, or legal compliance.

(c) All departments shall comply with revised internal control procedures established by the Comptroller for the purpose of stabilizing cash flow and managing available financial resources.

Section 3. Exemptions. The following categories of expenditures are exempt from this spending freeze:

(a) Payroll and employee benefits;

(b) Emergency expenditures required for the protection of life, public safety, or critical infrastructure;

(c) Legally mandated or court-ordered payments;

(d) Any expenditure approved in writing by the Mayor and Comptroller as essential to City operations.

Section 4. Reporting Requirements. The Comptroller shall provide regular updates to the City Council regarding the fiscal impacts of the spending freeze, improvements to cash flow, and the status of financial conditions requiring ongoing monitoring.

Section 5. Duration. This Ordinance shall remain in full force and effect through February 29, 2026, unless amended or rescinded by further action of the City Council.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption by the City Council and subsequent approval by the Board of Estimate & Contract.

CITY OF MOUNT VERNON, N.Y.
OFFICE OF THE COMPTROLLER

Darren M. Morton, Ed.D., CPRP, CMFO
Comptroller

City Hall, One Roosevelt Square
Mount Vernon, NY, 10550
(914) 665-2303

November 24, 2025

The Honorable City Council
City Hall
1 Roosevelt Square
Mount Vernon, NY 10550

RE: COMP2025-22 – Request for Authorization to issue Temporary Spending Freeze

Honorable City Council Members:

The Office of the Comptroller respectfully submits this referral requesting that the City Council adopt legislation authorizing a temporary spending freeze on all non-essential expenditures across City operations through the end of February 2026.

As outlined in recent briefings and communications, the City is currently experiencing significant cash-flow pressures driven by delayed revenues, prior-year obligations, and no available fund balance. To ensure that the City can continue meeting its necessary financial responsibilities—such as payroll, employee benefits, and essential public services—it is necessary to implement immediate cost-containment measures.

The proposed legislation would grant the Administration authority to:

- Suspend or restrict discretionary purchases and non-urgent expenses.
- Limit new contractual commitments unless deemed essential to City operations.
- Establish additional internal controls to stabilize cash flow during the freeze period.

This temporary measure will support the City's efforts to safeguard fiscal stability while longer-term corrective actions are implemented.

Thank you for your attention and partnership in protecting the City's financial health.

Respectfully,

Darren M. Morton, Ed.D., CPRP, CMFO
Comptroller

cc: Mayor Shawyn Patterson-Howard
Corporation Counsel
File