



**ERIE COUNTY 2025-2028
INTERMUNICIPAL SNOW REMOVAL AND ICE
CONTROL AGREEMENT**

THIS INTERMUNICIPAL SNOW REMOVAL AND ICE CONTROL AGREEMENT (this "Agreement") made and entered into as of the _____ day of _____, 2025, by and between the **COUNTY OF ERIE**, a municipal corporation organized under the laws of the State of New York having its offices at 95 Franklin Street, Buffalo, New York, (hereinafter referred to as the "County") and the **VILLAGE OF KENMORE**, a municipal corporation within the County of Erie, having its offices at **2919 DELEAWARE AVENUE, KENMORE**, New York, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the County owns, operates, and maintains a highway system located throughout the towns and villages of the County; and

WHEREAS, the County's Department of Public Works is responsible for administering and supervising all County related highway work, including the removal of snow and control of ice on County roadways; and

WHEREAS, the County wishes to contract with the Municipality for the removal of snow and control of ice on certain County roadways defined herein; and

WHEREAS, the Municipality has appropriate personnel and equipment to properly maintain County roadways for the purposes of snow removal and ice control; and

WHEREAS, on _____, 2025, the Municipality's Board approved a resolution in support of the Municipality contracting with the County for snow removal and ice control services; and

WHEREAS, on **July 24, 2025**, the Erie County Legislature approved resolution Comm. **13E-9** supporting the arrangement described herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and consideration contained herein, the County and the Municipality (collectively the "Parties") agree as follows:

1. **RECITALS:** The foregoing Recitals are incorporated into the terms of this Agreement.
2. **DEFINITIONS:** Capitalized terms used but not defined herein shall have the meanings ascribed to them in this paragraph 2.
 - a. **Snow Season** shall be defined as beginning on September 1st and ending of April 30th of the following calendar year.
 - b. **Lane Mile** shall mean a portion of any County road which is one mile long and of sufficient width to allow for the safe passage of a vehicle. Shoulders, median strips and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All County roads shall be considered to be at least two lanes wide for such purposes.
 - c. **Remove** shall mean that which is moved and re-deposited alongside the road, and shall include, if necessary, push back and shelving.
 - d. **Push Back** after storm is over, plowed snow should be plowed back as far as possible to provide snow storage in anticipation of the next storm.
 - e. **Shelving/Benching** additional snow storage can be provided by plowing high level snow banks with the wing elevated. The wing should be at least three feet off the pavement to avoid hitting guide rail.
 - f. **Extra Work** (requires prior approval of ECDPW) the removal of snow from areas requiring loading equipment and hauling vehicles, front end loaders, snow blowers or heavy dump trucks are usually used for this purpose.
 - g. **Municipal Executive** shall mean the Municipality's Mayor, Supervisor, Administrator, Highway Superintendent or DPW Commissioner.
3. **TERM:** The term of this Agreement shall be for a three-year period beginning on **September 1, 2025 and expiring on August 31, 2028** and will include three (3) Snow Seasons. This Agreement shall be reviewed annually in accordance with paragraph 10 of this Agreement. This Agreement may be extended at the request of the County with the approval of the Municipality. The Parties agree that they will commence discussion or negotiations pertaining to the extensions or renewal of this Agreement, whether in whole or in part, beginning **March of 2028**.
4. **SERVICES:** This Agreement shall include all activities necessary to control snow and ice on County roads, together with all necessary labor, equipment and materials. The Municipality agrees to Remove snow and to control ice and snow on the County roads, hereinafter listed on **Exhibit A**.

The Municipality will be required to maintain a sufficient level of manpower, equipment, and materials to enable it to meet the goal of providing safe and passable roadways. The Municipality shall clear such County highways of snow and ice as designated by the County, to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the County to be in the best interest of the public.

At all times, the County reserves the right to call out the Municipality to Remove and/or clear snow and ice and the Municipality hereby agrees to respond within a reasonable period of time. Both Parties shall **designate a 24-hour contact person**, with whom the County or the Municipality will contact in the event that either Party determines it is necessary to call out the other.

The Municipality will notify the County, in writing, when a higher level of snow removal is potentially required. The County will have a written response to the Municipality within twenty-four (24) hours of such notification as to whether or not the County is going to do the work themselves or have the Municipality do the higher level of snow removal. If the County District Engineer orders the work, with the approval of the County's Commissioner of Public Works, and the Municipality satisfactorily performs the work, the Municipality will be compensated by the County as follows:

- Labor shall be billed at the applicable Municipal rate; and
- Equipment will be billed at the present FEMA rates for such equipment.

In the event the Municipality does not perform as required per Section 2 of this Agreement, the County and the Municipality will be required to meet, as soon as possible, within ten (10) business days to settle the dispute.

5. **LANE MILES:** The schedule of County roads and number of Lane Miles that are subject to this Agreement are attached hereto and incorporated herein as **Exhibit A: Lane Mile Confirmation**. Shoulders, median strips and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All County roads shall be considered to be at least two lanes wide for such purposes. The number of Lane Miles for which compensation shall be paid hereunder is as set forth on **Exhibit A**.
6. **REPORTING REQUIREMENTS:** The Municipality agrees to complete daily log reports evidencing the work performed under this Agreement, a copy of which is attached hereto as **Exhibit B: Form SI-7ECrev**. The invoices, signed by the Municipal Executive, shall be submitted with the supporting documentation at least forty-five (45) days in advance of payment, as listed below in paragraph 7.

7. **PAYMENT:** The County agrees to reimburse the Municipality for services each year, subject to the terms and conditions enumerated herein, in the form of two (2) payments, payable as follows:

\$5,279.96 Snow Season Year 1, beginning September 1, 2025 through August 31, 2026:

\$2,639.98 x number of Lane Miles in Exhibit A by December 15, 2025; and
\$2,639.98 x number of Lane Miles in Exhibit A by April 15, 2026.

\$5,491.16 Snow Season Year 2, beginning September 1, 2026 through August 31, 2027:

\$2,745.58 x number of Lane Miles in Exhibit A by December 15, 2026; and
\$2,745.58 x number of Lane Miles in Exhibit A by April 15, 2027.

\$5,710.80 Snow Season Year 3, beginning September 1, 2027 through August 31, 2028:

\$2,855.40 x number of Lane Miles in Exhibit A by December 15, 2027; and
\$2,855.40 x number of Lane Miles in Exhibit A by April 15, 2028.

Payments shall be made on invoices submitted by the Municipality to the County's Department of Public Works ("Department"). The invoices shall be signed by the Municipal Executive and shall be submitted to the Department at least forty-five (45) days in advance of payment, as listed above.

8. **INDEMNIFICATION:** To the fullest extent permitted by law, the Municipality agrees that it will, at its own expense, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto. The County agrees that it shall provide timely notice to the Municipality of any claim, action of proceeding, which may be filed or commences against the County by reason of the performance of such work.
9. **INSURANCE:** As a part of its obligation to indemnify, defend and hold harmless the County, its officers, agents and employees, as set forth above, the Municipality agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the County as an additional insured, as described in **Exhibit C: County of Erie Standard Insurance Certificate and Instructions, Classification G**, which is attached hereto and incorporated herein.

In lieu of the foregoing, the Municipality may furnish satisfactory evidence of a self-insurance plan acceptable to the Erie County Attorney and/or Risk Management.

10. **AMENDMENT/TERMINATION:** Any modifications made to the terms of this Agreement which are mutually agreed upon by the Parties, in writing, shall become effective immediately, or as otherwise agreed.

Prior to the commencement of each Snow Season, the County will annually notify the Municipality, in writing, of any proposed modification(s) to this Agreement by September 1st. It is understood and agreed by the Parties that notice of any modification to this Agreement shall be deemed to be accepted by the Municipality and made a part hereof, except that in the event that the Municipality does not concur with the modification, the Municipal Executive may submit a letter of dispute to the County within ten (10) business days after receipt of the notice, setting forth the reason for the non-concurrence.

The Municipality and the County shall attempt to resolve the matter. If a resolution is unsuccessful, either Party may choose to terminate this Agreement upon thirty (30) days written notice to the other Party; however a request to terminate must be made no later than October 1st of each year. In the event a request to terminate is made after October 1st, said termination shall not be effective until the end of the current Snow Season, unless mutually agreed to, in writing, by the Parties.

11. **EXECUTORY:** It is understood by the parties that this Agreement shall be executory only to the extent of the monies available to the County of Erie and appropriated therefore, and no liability shall be incurred by the County beyond the monies available and appropriated for these purposes.
12. **SUCCESSORS:** This Agreement shall bind the successors, assigns and representatives of the Parties hereto.
13. **ASSIGNMENT:** This Agreement shall not be assigned without the written permission of the County.
14. **WAIVER:** Failure of any of the Parties to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon a recurrence of violation of such rights or event of default.
15. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.
16. **ENTIRE AGREEMENT:** This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

COUNTY OF ERIE

MUNICIPALITY

By: _____
Mark Poloncarz/Lisa Chimera
County Executive/Deputy County Executive

By: _____
Name:
Title:

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By: **Electronically Signed**
William E. Geary, Jr., Commissioner
Department of Public Works

By: **Electronically Signed**
Kristen M. Walder
Deputy County Attorney

Document # _____-PW

FOR THE MUNICIPALITY:

**State of New York} ss.
County of Erie}**

On this _____ day of _____, 2025, before me, the undersigned, personally appeared _____, to me personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument by authority of said municipality.

Notary Public

**Amendments to the
“Specifications and Contract Documents for Kenmore 2025 CDBG Sidewalk &
Curb Replacement Project for the Village of Kenmore, Erie County, New York”**

The following sections, clauses, and forms found within the “Specifications and Contract Documents for Kenmore 2025 CDBG Sidewalk & Curb Replacement Project for the Village of Kenmore, Erie County, New York” are to be retroactively revoked and/or replaced:

- Within the “NOTICE TO BIDDERS”, reference to Executive Order 11246 is replaced by reference to Executive Order 14173. In general Equal Employment Opportunity is being replaced with upholding Non-Discrimination.
- Within the “RECEIPT AND OPENING OF BIDS”, Clause XVIII, D reference to Executive Orders 11246 and 11375 is replaced by reference to Executive Order 14173.
- Within the “Town of Tonawanda and Federal CDBG Contract Requirement”:
 - The Equal Employment Opportunity Certification Form is revoked
 - The Federal Requirements (section starts with “**IMPORTANT**”) is replaced with the enclosed updated “Federal Requirements”, which includes additional Federal Policy Requirements per U.S. Department of HUD Office of Community Planning and Development Federal Award Agreement as well as removes references to E.O. 11246 and Affirmative Action
 - The Federal Labor Standards Provisions is replaced with the enclosed updated “Federal Labor Standards Provisions”
 - The Federal and State Wage Rates are updated with the most recent wage decisions (as previously given to the winning contractor via email and hard copy)
 - The Responsibilities of Prime Contractors for Minority Business Enterprise Participation and Women Business Enterprise Participation is revoked
 - The M/WBE Forms are revoked

In general, any and all references to Executive Orders 11246 and 11375 as well as any references to Equal Employment Opportunity, Affirmative Action, M/WBE, or any other items which may be in contradiction to any Executive Orders passed by our current Federal administration should be revoked and replaced by current Executive Orders, such as E.O. 14173.

I certify that I understand and agree to the above amendments.

Company Name

Signature

Date

Printed Name

Subscribed and sworn to before me this _____ day of _____, 2025

Notary Public

**Amendments to the
“Specifications and Contract Documents for Kenmore 2025 CDBG Sidewalk &
Curb Replacement Project for the Village of Kenmore, Erie County, New York”**

Village of Kenmore _____

Signature

Date

Printed Name

Subscribed and sworn to before me this _____ day of _____, 2025

Notary Public

IMPORTANT:

The enclosed Contract Documents contain information on Federal Requirements which are applicable to this project. These Federal Requirements must be adhered to because the funds for this project have been provided under Title I of the Housing and Community Development Acts of 1974 and 1977. The Federal Requirements are contained in the following 11 pages.

The successful Bidder will be required to sign a Contract, which mandates compliance with all Federal Requirements contained in these Contract Documents. These Requirements will be enforced by the Town of Tonawanda.

All bids submitted must contain the completed forms "Corporate Form", "Certification of Non-Collusion", "Hold Harmless and Indemnification", "Iran Divestment Act Certification", "Insurance Requirements", numerous "Section 3 Forms" (when applicable), "Build America, Buy America (BABA) Act Certification" (when applicable). These forms are included in the Contract Documents.

All prospective Contractors are urged to carefully read the Contract Documents to determine whether they will be able to comply with all requirements contained therein.

Please note that all contractors and any subcontractors must submit all required paperwork and insurance forms, and receive clearance from the Department of Housing and Urban Development before work on the project can begin.

Any questions regarding Federal Requirements should be directed to:

James Hartz, Director
Community Development
169 Sheridan Parkside Drive
Tonawanda, New York 14150
(716) 871-8847, Ext. 1

FEDERAL REQUIREMENTS

I. Non-Discrimination

The contractor shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, Ss 109 of the Housing and Community Development Act of 1974, and the HUD regulations with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall, on the grounds of race, color, creed, religion, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity or service receiving Federal financial assistance.

II. Section 109 of the Housing and Community Development Act of 1974 (the Act), as amended, which requires that no person in the United States shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds made available pursuant to the Act. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the **Age Discrimination Act of 1975 (42 USC 6101 et seq.) or with respect to an otherwise handicapped person as provided in Section 504 of the **Rehabilitation Act of 1973** (29 USC) with funds made available pursuant to the Act. The Contractor shall also cause compliance with Section 109 of the Act by all contractors and subcontractors providing labor or services to the Project.**

III. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (as applicable)

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of that contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

IV. Build America, Buy America

The contractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

- V. Federal regulations at 24 CFR 570.609, which state that federal assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. If clearance is not obtained for the contractor from the Department of Housing and Urban Development, this Agreement shall be null and void.
- VI. The Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR Part 570.

VII. Flood Disaster Protection

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 92-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if

such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

VIII. Compliance with Air and Water Acts

(1) This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

(2) The contractor, by execution of the contract, stipulates that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(3) The contractor, by execution of the contract, agrees to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

(4) The contractor further agrees that a condition of the contract is the giving of prompt notice of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(5) The contractor further agrees that he will include or cause to be included the criteria and requirements in paragraph (1) through (5) of this selection in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

IX. **Section 110 of the Housing and Community Development Act of 1974**, as amended, requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the **Davis-Bacon Act**, as amended (40 USC 276a to a5) as supplemented by Department of Labor regulations at 29 CFR Part 5 also apply.

X. The Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations at 29 CFR Part 3.

XI. **HUD Clearance Contingency Clause**

It is agreed that in the event that the Town of Tonawanda does not obtain HUD clearance for the contractor, then this Agreement shall be null and void. The Town of Tonawanda shall notify the contractor of such HUD clearance prior to the start of construction pursuant to this Agreement. The contractor shall not begin any construction until such notification of HUD clearance is made by the Town of Tonawanda.

XII. **Non-Discrimination**

In the sale, lease, or other transfer of land acquired, cleared, or improved with funds provided under this Agreement, the contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease, or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Town of Tonawanda and the United States are beneficiaries of and entitled to enforce such covenant.

XIII. **Obligations of Grantee with Respect to Certain Third-Party Relationships**

The contractor shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement.

The contractor shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontractor, transferee, successor in interest, or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Tonawanda necessary to ensure that activities pursuant to this Agreement are carried out in accordance with the Town of Tonawanda's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Tonawanda under section 104(h) of the Housing and Community Development Act of 1974.

XIV. Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

XV. Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials

No member, officer, or employee of the grantee or its designees or agents, no member of the governing body of the Town of Tonawanda, and no other public official of the Town of Tonawanda who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

XVI. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of

1974, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial, or other such services, other than actual solicitation, are not such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

XVII. Federal Labor Standards Provisions

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Grantee and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion, or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 51.3.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

The contractor agrees to comply with the Labor Standards Provisions in the following pages and the wage determination following the Provisions.

XVIII. Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of

such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material and improvements made and prepared by the Contractor under this Contract, shall, at the option of the Town, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

XIX. Termination of Contract for Convenience

The Town may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials and improvements made as described in this Agreement, shall at the option of the Town, become its property. If the Contract is terminated by the Town, as provided herein, the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

XX. Requests from the Department of Housing and Urban Development, the comptroller General (or any authorized representatives), the County of Erie, and the Town of Tonawanda for access to and the right to examine all records, books, papers, documents, properties, books of account and financial records, and other pertinent business records, as they pertain to the use of Community Development Block Grant funds on this project. The Contractor agrees to cooperate fully with the Town of Tonawanda in supplying information that may be necessary to meet Community Development Block Grant program audit requirements.

XXI. The Contractor will retain all records relating to this project for three years after final payments are made on this project and all other pending matters relating to this project are closed.

XXII. Additional Federal Policy Requirements per U.S. Department of HUD Office of Community Planning and Development Federal Award Agreement

1. The contractor shall not use awarded funds from this project to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The contractor agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The contractor certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The contractor shall not use awarded funds from this project to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this contract shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The contractor must administer this project in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under the CDBG grant (and therefore none of their subrecipients or contractors) may use that

funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D. A contractor’s assignee(s);
 - E. A contractor’s successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2025, between the Town of Tonawanda, a municipal corporation of the State of New York, with principal offices located at 2919 Delaware Avenue, Kenmore, New York 14217, (hereinafter referred to as the "Town"), and the Village of Kenmore, a municipal corporation located at 2919 Delaware Avenue, Kenmore, New York 14217, (hereinafter referred to as the "Subrecipient").

WITNESSETH

WHEREAS, the parties hereto have entered into a cooperation agreement for the purpose of undertaking or assisting in undertaking essential community development and housing assistance activities and publicly assisted housing under the Housing and Community Development Act of 1974 as amended (hereinafter referred to as the "Act"); and

WHEREAS, the Town has received a grant from the Department of Housing and Urban Development (hereinafter referred to as "HUD") for the purposes of the Act; and

WHEREAS, the Town desires to enter into an agreement with the Subrecipient for the purpose of undertaking eligible activities under the Act;

NOW, THEREFORE,

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. DEFINITIONS.

- a. **"Town"** shall mean the Town of Tonawanda.
- b. **"Subrecipient"** shall mean the Village of Kenmore.
- c. **"HUD"** shall mean the United States Department of Housing and Urban Development.
- d. **"Act"** shall mean the Housing and Community Development Act of 1974, as amended.
- e. **"Federal Government"** shall mean the Government of the United States all departments thereof heretofore or hereinafter created, including "HUD".

f. **"Project"** shall mean the approved work described in Exhibit "A" to be performed by the Subrecipient under the terms of the Housing and Community Development Act of 1974 and as amended, all implementing present and future federal government regulations, and this contract.

g. **"Supervisor of Insurance"** shall mean the Town Clerk of the Town of Tonawanda.

2. EXHIBITS INCORPORATED.

The following exhibit is attached to this Agreement and made a part hereof.

a. Exhibit "A" - Project Description/Schedule for Completing the Work Budget

The following exhibits are not attached but are included by reference and are found in the FY 1993 CDBG contract.

b. Exhibit "B" - Applicability of 2 CFR Part 200 for Governmental Entities and those Entities, which are not governmental

c. Exhibit "C" - Eligible Community Development Block Grant Activities

d. Exhibit "D" - Use of Real Property

e. Exhibit "E" - Program Income

f. Exhibit "F" - Records to be maintained

g. Exhibit "G" - Reports to be maintained

h. Exhibit "H" - 2 CFR Ch. I and II, Parts 200, 215, 220, 225, and 230 sets forth accounting rules and regulations for federal awards.

i. Exhibit "I" - Guide to CDBG Eligible Activities

VILLAGE OF KENMORE CONTRACT CONDITIONS

1. Time of Performance: The Subrecipient shall complete their CDBG program within an 18 month period beginning with the Town's receipt of its letter of credit for the FY 2025 CDBG program. The Town will notify the Subrecipient of the receipt of the letter of credit. In order to meet the HUD Timeliness Test as stipulated in CFR Part 570.902, the Subrecipient agrees to not have more than 1.5 times the entitlement funding amount on hand for its current program year. In the event that it appears the Subrecipient will not be

able to drawdown its available grant funds in a timely manner to meet this federal requirement, the entitlement grantee and the Subrecipient may seek remedy as stated in Section 6.

2. Compensation of CDBG Activity: The Subrecipient represents and agrees that the FY 2025 Community Development Block Grant in the amount of \$256,997 and \$50,000 in estimated program income, includes substantially all costs needed by the Subrecipient to undertake the activities as described in Exhibit "A" of this Agreement. The Town shall pay the amount of approved actual expenditures NOT TO EXCEED the budget listed in Exhibit "A".
3. Method of Payment: The Town will pay the stated \$256,997 and \$50,000 in estimated program income upon receipt of a voucher from the Subrecipient for expenditures for eligible projects as listed in Exhibit "A" of this Agreement. In each instance the Subrecipient shall specify that he has performed the work under this Agreement in conformance with the Agreement and that he is entitled to receive the amount requisitioned under the terms of the Agreement.
4. Termination of Contract for Cause: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Subrecipient under this Agreement, shall, at the option of the Town, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
5. Termination for Convenience of Town: The Town may terminate this Agreement at any time by giving written notice to the subrecipient of such termination and specifying the effective date of such termination. In that event all finished or unfinished documents and other materials as described in this Agreement, shall at the option of the Town, become its property. If the Agreement is terminated by the Town, as provided herein, the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made.
6. Remedies for Non-Compliance: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to impose one or any combination of the following remedies for non-compliance: (1) Temporarily withholding cash payments pending correction of the deficiency; (2) Disallowing all or part of the cost of the activity or action not in compliance; (3) Wholly or partly suspending or terminating the current award; (4)

Withholding further awards; (5) Assist the Subrecipient using appropriately trained Town personnel to regain compliance; and (6) Taking other remedies that may be legally available.

7. Civil Rights: The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 14173.
8. Interest of Members of the Village of Kenmore: No officer, member, or employee of the Village of Kenmore and no member of its governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking of this project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
9. Assignability: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Town thereto: Provided however, that claims for money due or to become due to the Subrecipient from the Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Town.
10. Interest of Subrecipient: The Subrecipient covenants that he presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.
11. Findings Confidential: Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Town requests to be kept confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Town.
12. Officials not to Benefit: No members of or Delegates to the Congress of the United States of America, Resident Commissioner, or Village of Kenmore officials or employees engaged in the administration of the grant shall be admitted to any share or part thereof or to any benefit to arise herefrom.
13. Publication, Reproduction, and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Town shall have unrestricted authority to publish, disclose, distribute and

otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

14. Audits and Inspections: At any time during normal business hours and as often as the Town may deem necessary, there shall be made available to the Town for examination all of Subrecipient's records with respect to all matters covered by the Agreement and the Subrecipient will permit the Town to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this Agreement. The Subrecipient shall commission an audit of the CDBG award to be performed either on an annual or fiscal year basis as is appropriate.
15. Refusal to Testify, Grounds for Cancellation, Disqualification: Upon refusal by the Subrecipient, or if the Subrecipient is a firm, partnership, or corporation, upon refusal of a person who is a member, partner, director, or officer of any firm, partnership or corporation of which the Subrecipient is also a member, partner, officer or director, when called before a Grand Jury to testify concerning any transaction or Contract with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, the contractor, such other person, and any firm, partnership, director or officer, shall be disqualified after such refusal from selling to or submitting bids to or receiving awards from or entering into any contracts with the Town for goods, work or services for a period of five (5) years and this agreement at the option of the Town may be cancelled or terminated without incurring any penalty or damages on account of such cancellation or termination, provided, however, that any monies owing hereunder for goods delivered or work done prior to such cancellation or termination shall be paid.
16. Program Income: Program income received by the Subrecipient may be retained by the Subrecipient and shall be used to undertake eligible activity as described in Section 570.504 Program Income of the CDBG rules and regulations which is incorporated by reference and is contained in last year's contract, and that all the provisions of the written agreement shall apply to such activities. The Subrecipient agrees that program income generated from repayments to, or interest earned on, a revolving fund shall be substantially disbursed before additional cash withdrawals are made from the U.S. Treasury.
17. Reversion of Assets: Upon the expiration of the Agreement the Subrecipient agrees to transfer to the Town any Community Development Block Grant (CDBG) funds on hand at the time of expiration and any accounts receivable attributed to the use of CDBG funds. Any property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 by the Subrecipient will be used by the Subrecipient to meet one of the national objectives as described in Section 570.503(b)(8) of the CDBG regulations which is incorporated by reference and is contained in last year's contract, until five (5) years after expiration of the Agreement or will be disposed of in a manner comparable to that

described in Section 570.505(b) of the CDBG rules and regulations which is incorporated by reference and is contained in last year's contract.

18. Private Contractors: The Subrecipient agrees that in the event it contracts with private contractors for any project or part of the project undertaken pursuant to this Agreement, it will observe the Laws of New York and Federal Government requirements as detailed in Section 110; §570.603; 40 USC, Chapter 3, Section 276a-276a-5; 29 CFR Part 1, 3, 5, 6 and 7; 40 USC, Chapter 3 Section 276c; 18 USC, Part 1, Chapter 41, Section 874; 29 CFR Part 3; 40 USC Chapter 5, Sections 326-332; 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240 which is incorporated by reference. The Subrecipient will coordinate with the Town of Tonawanda Community Development Coordinator regarding bidding requirements and the letting of private contracts prior to the release of bidding documents and award of contract.
19. Federal and State Requirements: The Subrecipient agrees to abide by all present and future applicable New York State and Federal Government requirements in performing the project described in Exhibit "A" attached hereto and made a part hereof. Federal Labor Standards and Prevailing Wage Rates are to be observed as required. 2 CFR 200-230 shall be observed as required and is incorporated by reference.
20. Hold Harmless and Indemnification: To the fullest extent permitted by law, Subrecipient shall defend, indemnify, and hold harmless the Town of Tonawanda, its Town Board, Officials, Employees and Agents from and against all claims, damages, losses and expenses including but not limited to, attorneys' fees arising out of, in connection with, and/or incident to Subrecipient's performance of the work, including work performed by any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from.

In any and all claims against the Town of Tonawanda, its Town Board, Officials, Employees and Agents by an employee of Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.

21. Insurance Requirements: The Subrecipient agrees to secure compensation and disability insurance for the benefit of, and keep insured during the life of this Agreement, such employees as are necessary to be insured in compliance with the provisions of the Workers' Compensation Law of the State of New York and this Agreement shall be voided at the election of the Owner and of no effect unless the Subrecipient complies with this provision.

The following minimum limits of insurance shall be evidenced to the Town by any

Subrecipient during the course of this Agreement. The Subrecipient shall, at his sole cost, maintain in full force and effect the insurance listed below:

- | | | |
|----|--|---|
| a. | Workers' Compensation
Employer's Liability | New York State Statutory
Unlimited in New York |
| b. | Commercial General Liability
Including Products Liability | |

Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 aggregate

1. Coverage must name the **Town of Tonawanda, its Town Board, Officials, Employees and Agents as an Additional Insured**, on a primary and non-contributory basis and that coverage must be shown on the Certificate.
 2. Coverage should include Explosion, Collapse, Underground Hazard and Contractual Liability coverage.
 3. Cover should include a “Per Project” or “Per Location” endorsement that is listed on the Certificate.
 4. Continued coverage shall remain in force for at least three years following the date of completion of the project.
- c. Auto Liability \$1,000,000 per accident
- d. Excess Umbrella Liability \$3,000,000 per occurrence
Providing Excess limits over the General and Auto Liability coverage listed above
- e. Disability Coverage New York State Statutory

The Subrecipient shall cause the Owner to be furnished with certificates which shall in each instance show the name of the insurance carrier, policy number, effective date and expiration date and shall be signed by an authorized representative of the carrier. Each certificate shall also state that in the event of any material change in or cancellation of said policy, the Owner will receive thirty (30) days' prior written notice of such change or cancellation. Each certificate shall state that any such notice shall be sent to the Town of Tonawanda.

Instructions for Preparing Certificates – The original certificate evidencing the above coverage shall be submitted prior to the commencement of work to the Town of Tonawanda Technical Support Department, 2919 Delaware Avenue, Kenmore, New York 14217. Evidence of renewal coverage must be submitted to the Town of Tonawanda Technical Support Department by the date of the renewal. Coverage must be written by insurance company with a rating of at least B+ according to Best Key Rating Guide.

22. Records and Reports: The Subrecipient agrees to begin work within a reasonable time after execution of the Agreement. It further agrees to maintain specific records which are in

compliance with 570.506 Records of the CDBG rules and regulations which is incorporated by reference and found in last year's contract, in order to assist the recipient in meeting its record keeping requirements. The Subrecipient further agrees to submit to the recipient certain reports which are in compliance with 570.507 Reports of the CDBG rules and regulations which is incorporated by reference and found in last year's contract, in order to assist the recipient in meeting reporting requirements. The Subrecipient further agrees to submit to the Recipient certain reports as detailed in Exhibit "A".

23. Compliance: The Subrecipient agrees to carry out each activity in compliance with all Federal laws and regulations described in Subpart K of the regulations attached hereto and made a part hereof as follows, except that: the Subrecipient does not have to assume the Town's responsibility for environment (as described in 570.604 or the responsibility for initiating the review process under Executive Order 12372, as described in 570.612.
24. Appropriations under the Act: This Agreement shall be valid only to the extent that the Federal Government appropriates monies for the project under the Act.
25. Amendment: This contract may be amended only by written instruments executed by the parties to this Agreement except that Exhibit "A" may be amended to add, delete and/or modify projects and project budgets within the amount of funding allocated for the Subrecipient's projects by notification in writing to the Town accompanied by a copy of a resolution approved by the Village Board of the Village of Kenmore at a duly called meeting authorizing such additions, deletions and/or modifications. Such amendment shall be in conformity with applicable federal requirements.
26. Notice and Communication: Any notice, request or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent registered or certified mail, return receipt requested, to the recipient at the address designated for such party in the Agreement or to such other address as such recipient may have last designated by notice similarly given.
27. Obligations of Subrecipient With Respect to Certain Third Party Relationships: The Village of Kenmore shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. The Village of Kenmore shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontractor, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town's assurances and certifications pursuant to the Community Development Block Grant Program.
28. Anti-Lobbying: To the best of the jurisdiction's knowledge and belief:
 1. No Federal appropriated funds have been paid, by or on behalf of it, to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

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

29. The Village shall include the Section 3 Clause for Contracts in contracts funded with CDBG funds that require the Section 3 Compliance.

SECTION 3 CLAUSE FOR CONTRACTS

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. If Section 3 hiring is to be completed specifically for this contract the contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's hiring commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. Copies of such notices will be provided by the Town.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as

provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

- E. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
30. The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Investment Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
31. Additional Federal Policy Requirements per U.S. Department of HUD Office of Community Planning and Development Federal Award Agreement
- 1. The Subrecipient shall not use awarded funds from this project to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
 - 2. The Subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
 - 3. The Subrecipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
 - 4. The Subrecipient shall not use awarded funds from this project to fund or promote

elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this contract shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Subrecipient must administer this project in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under the CDBG grant (and therefore none of their Subrecipients or contractors) may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Subrecipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

VILLAGE OF KENMORE

S E A L

BY: _____
Patrick Mang, Mayor
Village of Kenmore

TOWN OF TONAWANDA

S E A L

BY: _____
Joseph H. Emminger, Supervisor
Town of Tonawanda

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this _____ day of _____, 2025, before me personally came PATRICK MANG to me known, who, being by me duly sworn, did depose and say that he resides in Kenmore, New York that he is the Mayor of the Village of Kenmore, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Trustees; that he signed his name thereto by like order.

Notary Public

MUNICIPAL ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this _____ day of _____, 2025, before me personally came JOSEPH H. EMMINGER, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Tonawanda, New York; that he is the Supervisor of the Town of Tonawanda, the corporation described in and who executed the within instrument; that he knows the seal of corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; and that he signed his name thereto by like order.

Notary Public

EXHIBIT "A"

Project Description/Schedule for Completing Work/Budget

A. **Residential Rehabilitation**

1. Description – 0% Deferred Payment Loans

The Village of Kenmore will use CDBG funds to offer no-interest deferred payment loans to income eligible homeowners in the Village of Kenmore to rehabilitate their house.

Description – Residential Rehabilitation Administration

The Village of Kenmore will use a part-time code enforcement officer and clerical staff for the Residential Rehabilitation Program.

2. Schedule

The Village of Kenmore will obligate the funds budgeted for Rehabilitation within an eighteen (18) month period from the date of this contract for the CDBG Fiscal Year 2025.

Time Table for Issuing Loans:

April 1, 2025 to September 30, 2026 – approximately 2 single family unit loans; 1 multiple family unit loan

3. Budget

The Village of Kenmore Residential Rehabilitation Budget

FY 2025 CDBG funds	- \$43,000
FY 2025 Estimated Program Income	- \$50,000

Line Item Budget:	
Rehabilitation Loans	- \$93,000

Lead Paint Testing	- \$2,000
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4. Records

The Village of Kenmore shall maintain the HUD required records on the expenditure of CDBG funds for residential rehabilitation loans and the administration of the loan program, and program income from the repayment of loans.

Who -	Kathleen Johnson, Village Clerk-Treasurer
Who -	Molly Palumbo, Residential Rehabilitation Administrator
Who -	Michael Berns, Code Enforcement Officer
What -	Budgeted, obligated and expended funds for the loans issued. Program Income received from the repayment of loans.
Where -	The Village of Kenmore Clerk/Treasurer's Office, 2919 Delaware Avenue – Room 17, Kenmore, New York 14217
When -	Beginning with the execution of the Agreement with the Town of Tonawanda and for the period stated herein

The Village of Kenmore shall maintain residential rehabilitation records required by its Village of Kenmore Residential Rehabilitation Program guidelines:

Who -	Molly Palumbo, Residential Rehabilitation Administrator
Who -	Michael Berns, Code Enforcement Officer
What -	Records required by the Village of Kenmore Residential Rehabilitation Program Loan Guidelines to include but not limited to the following:

For Single Family Dwellings - A verified certification from the assisted person that his/her family income does not exceed the HUD Income Limits for family size. A copy of the income limits and the point and time when the benefit was determined. Written Agreement with the loan recipient.

For Multi Family Dwellings (2+ Units) - A copy of a written Agreement with each loan recipient; number of units in the structure; number of units which will be occupied by low and moderate income households after assistance; total cost of the rehabilitation, including CDBG and non-CDBG funds; the size and income of the household for each unit occupied by a low and moderate income household. Each file shall contain the income limits applied and the point in time when the benefit was determined. Affordability of the units should be established. Tenant Anti-Displacement Notifications.

Where - The Village of Kenmore Clerk/Treasurer's Office, 2919 Delaware Avenue – Room 17, Kenmore, New York 14217

When - Beginning with the Execution of the Agreement with the Town of Tonawanda and for the period stated herein

All records shall be made available to the Town of Tonawanda by April 30, 2026, so that the Town may include the recorded information in its Grantee Performance Report and in its Consolidated Plan.

B. Neighborhood Revitalization

1. Description

Sidewalk Improvements - The Village of Kenmore will construct sidewalk improvements in designated low-moderate income census tract block group areas and construct ADA ramp improvements to provide safe and accessible pedestrian travel throughout the Village.

Street Resurfacing/Improvements – The Village of Kenmore will mill and pave streets in designated low-moderate income census tract block group areas to provide safer travel.

Sanitary Sewer Replacement – The Village of Kenmore will line and/or replace and repair sewer lines located in CDBG-eligible areas. Infrastructure projects also serve to improve the overall function of the system by reducing inflow and infiltration (I&I).

2. Schedule - The Village of Kenmore will obligate the funds budgeted for Neighborhood Revitalization within an eighteen (18) month period from the date of this contract for the CDBG Fiscal Year 2025.

Time Table for Construction projects:

Sidewalk improvements during fiscal year 2025 – summer/fall 2025 and spring 2026.

Street resurfacing/improvements during fiscal year 2025 – summer/fall 2025 and spring 2026.

3. Total Budget

FY 2025	\$180,997	(Sidewalk Improvements)
FY 2025	\$ 1,000	(Street Resurfacing/Improvements)

4. Records

The Village of Kenmore shall maintain financial records on the expenditure of CDBG funds for neighborhood revitalization projects. The Town of Tonawanda Community Development Office will maintain the records relating to the bid process, the interview of employees, payroll and related construction records.

Who -	Kathleen Johnson, Village Clerk-Treasurer
What -	Budgeted, Obligated and Expended Funds for the Engineering Costs and the Sidewalks/Streets/Sewers Rehabilitated.
Where -	The Village of Kenmore Clerk/Treasurer's Office, 2919 Delaware Avenue – Room 17, Kenmore, New York 14217
When -	Beginning with the execution of the Agreement with the Town of Tonawanda and for the period stated herein

The Town of Tonawanda Community Development Office shall maintain records to demonstrate that the neighborhood revitalization project meets the national objective.

Who -	Ms. Kailee Van Brunt, Community Development Coordinator
What -	The Boundaries of the Service Area; Percent of Low and Moderate Income Persons in the Service Area.
Where -	The Town of Tonawanda Community Development Office, 169 Sheridan Parkside Drive, Town of Tonawanda, New York 14150
When -	Beginning with the Execution of the Agreement with the Town of Tonawanda and for the period stated herein.

All records shall be made available to the Town of Tonawanda by April 30, 2026, so that the Town may include the recorded information in its Grantee Performance Report and its Consolidated Plan.

C. Public Service

1. Description

Community Policing – The Village of Kenmore Police will continue their increased police services in CDBG eligible streets of the Village of Kenmore. The community police service provides a policeman to patrol the streets within the boundary of the service area on a golfcart- style vehicle. Residents of the area will be able to file police reports, seek advice on public safety, receive police advice for specific problems, share information with the police regarding neighborhood

problems or criminal activity and obtain general advice on problems covered by local law.

Domestic Violence Advocate – The Village of Kenmore will enter into a subrecipient agreement with Child and Family Services of Erie County to provide a part-time domestic violence advocate located at the Kenmore Police Department to assist with the primary needs of domestic violence survivors in the Village of Kenmore.

2. Schedule

Community Policing – This service will begin April 2025 and run through the end of November to residents along CDBG-eligible streets located in the Village of Kenmore.

Domestic Violence Advocate – This service will begin April 1, 2025 and run through March 31, 2026.

3. Budget

The Village of Kenmore Community Policing Budget
FY 2025 CDBG funds - \$20,000

Domestic Violence Advocate Budget
FY 2025 CDBG Funds - \$10,000

4. Records

Community Policing:

Who -	Thomas Phillips, Police Chief
What -	Number of residents of the area who file police reports, seek advice on public safety, receive police advice for specific problems, share information with the police regarding neighborhood problems on criminal activity and obtain general advice on problems covered by local law. Payroll records showing names of officers and hours spent on community policing.
Where -	The Village of Kenmore Police Department, 2395 Elmwood Avenue, Kenmore, New York 14217
When -	Beginning with the execution of the Agreement with the Town of Tonawanda and for the period stated herein

Domestic Violence Advocate:

Who -	Sara Gartland, Grants and Contracts Manager
What -	Child & Family Services will complete the quarterly

reporting documentation and provide back-up documentation as required by HUD and the Village of Kenmore.

- Where - Program reports will be stored in our Microsoft Teams internal drive specific to this contract. Programmatic data is derived from client files stored in our electronic database, EmpowerDB
- When - Beginning with the execution of the Agreement with the Town of Tonawanda and for the period stated herein

D. **Program Income**

Actual during fiscal year 2024:

Village-wide Residential Rehabilitation - \$38,727.00

\$38,727.00 of Program Income will be used in the Residential Rehabilitation Program.

Anticipated during fiscal year 2025:

Village-wide Residential Rehabilitation - \$50,000

\$50,000 of Program Income will be used in the Residential Rehabilitation Program.

From: Kathleen Johnson
Sent: Monday, September 22, 2025 9:50 AM
To: ~
Subject: Street Closure Request

Please add to the Agenda.

From: Mike Psaradelis
Sent: Friday, September 19, 2025 5:49 PM
To: Kathleen Johnson
Subject: Re: Possible Street Closure

Hello Kathleen,

Hope all is well. I'm reaching out because we are set to do our annual Halloween party for October 11th this year. I was hoping that we could get the block closed off again like we did last year. it was a huge help and provided a great deal of safety for all the kids attending. Please let me know if you need any additional information from me. We are expecting roughly 30 kids and 60+ total people to attend. The party will be from 3pm-7pm. Thank you again for any help.

Have a great weekend!

235 Knowlton
bt Colver + Rowley



2nd Annual Halloween Trunk-Or-Treat

Hosted By:

**Envision Wellness WNY Behavioral
Health**

Please join us for our Halloween Trunk-Or-Treat!

Wednesday, October 29th, 2025

2495 Elmwood Avenue (Next to Dairy Queen)

5 PM – 7 PM

Candy * Costume Contest * Music * Refreshments * Games * Crafts



www.EnvisionWellnessWNY.com