



TOWN OF PLATTSBURGH

Supervisor's Office

**151 BANKER ROAD
PLATTSBURGH, NEW YORK 12901-7307
(518) 562-6813**

FAX # (518) 563-563-8396 or 562-6801

TDD (800) 662-1220

Townofplattsburgh.org

The Town is an equal opportunity provider and employer

Michael S. Cashman
Supervisor

Meg E. Bobbin
Deputy Supervisor/Councilor

James J. Coffey
Town Attorney

Thomas E. Wood
Councilor

Charles A. Kostyk
Councilor

Barbara E. Hebert
Councilor

Kevin M. Patnode
Town Clerk

Matthew Favro
Deputy Town Attorney

NOTICE

In response to the COVID-19 pandemic the Plattsburgh Town Board is using adaptive practices in the interest of public health. The Association of Towns has provided guidance along with our attorney. We will be using Zoom.us a remote meeting software to conduct our meetings. To allow folks ample time to login the software will be activated starting at 5:30 PM. The Town Board meeting will begin at 6:00 PM.

Topic: Town Board Meeting

Time: Jan 14, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83816769493?pwd=NkRwSFhUUTRvRzhPTFhEL0hVSEw0UT09>

Meeting ID: 838 1676 9493

Passcode: 730067

One tap mobile

+19294362866,,83816769493# US (New York)

+13126266799,,83816769493# US (Chicago)

Dial by your location

+1 929 436 2866 US (New York)

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US (Washington D.C)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 838 1676 9493

Find your local number: <https://us02web.zoom.us/j/83816769493?pwd=NkRwSFhUUTRvRzhPTFhEL0hVSEw0UT09>

State of New York
Unified Court System



Lawrence K. Marks
Chief Administrative Judge

DEC 28 2020

25 Beaver Street
New York, N.Y. 10004
(212) 428-2100

December 23, 2020

Supervisor Michael Cashman
Town of Plattsburgh
151 Banker Road
Plattsburgh, NY 12901

Dear Supervisor Cashman:

Section 2019-a of the Uniform Justice Court Act requires that town and village justices annually provide their court records and dockets to the auditing board of the town, and that such records then be examined, and that fact be entered into the minutes of the board's proceedings.

The Unified Court System's Internal Audit office is responsible for monitoring town and village board compliance with Section 2019-a. Accordingly, I am requesting that you provide a copy of the audit of your local court's records for fiscal year ending in 2020 and a copy of your board resolution acknowledging that the required examination was conducted. Please email the report and the resolution to jcasazza@nycourts.gov or mail to George Danyluk, Chief Internal Auditor, NYS Unified Court System, 2500 Pond View, Suite LL01, Castleton-on-Hudson, NY 12033. Please respond by March 1, 2021.

If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

Very truly yours,

A handwritten signature in dark ink, appearing to read "George Danyluk".

/smw

c: George Danyluk, CIA
Joan Casazza, CIA

“ENGAGED TO WAIT” / “WAITING TO BE ENGAGED”

CODE ENFORCEMENT OFFICER MODEL

Remuneration	\$100 weekly stipend CEO on engage to wait
How long on Call	1 week rotation for COE
Contact	COE will Carry pager at all times
Response time	The waiting COE will be within an area to respond to scene within 1 hour
Vehicle	The waiting COE is allowed to bring their town vehicle home for faster response time
Call compensation	The waiting code officer will receive a minimum of 3 hours at time and a half or comp time at time and a half, for any call in that is requested/required

A quarterly “Engaged to Wait” contact list with dates of in waiting officers will be sent to the office of emergency services and any changes will be updated at time of change (i.e. someone is sick or an emergency arises that cause a change to the schedule)

To include night and weekend trainings with firefighter 1&2 along with building walk troughs.

Associated with Resolution #021-019, January 14, 2021



TOWN OF PLATTSBURGH

DEPARTMENT OF CODES & ZONING

Stephen M. Imhoff | Code Enforcement Officer
Allen W. Reece | Code Enforcement Officer
Drew Arthur | Code Enforcement Officer
Donna Primiano-Masten | Codes & Zoning Secretary

151 BANKER RD, PLATTSBURGH, NY 12901-7307

PHONE: (518) 562-6840 | TDD: (800) 662-1220 | FAX: (518) 562-6844

Michael Cashman
Supervisor

Meg LeFevre
Deputy Supervisor/Councilor

January 5, 2021

Honorable Michael S. Cashman and
Town Board Members:

RE: Annual Code Enforcement Conference

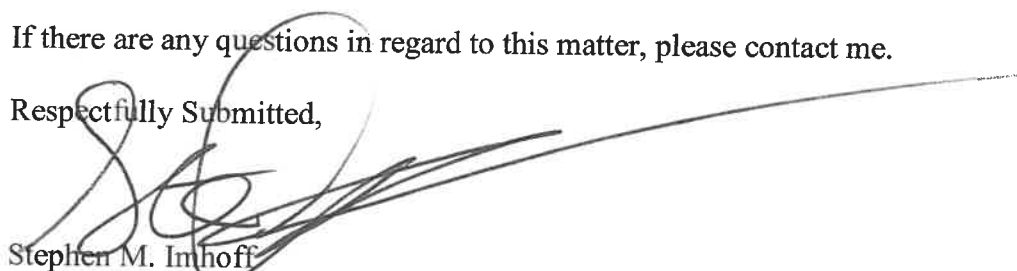
This letter is in regard to the Northern Adirondack Code Enforcement Officials Annual Continuing Education Conference. Unfortunately, due to COVID restrictions, the Conference this year will be offered as a series of webinar programs. The first 12 hours of training will be offered in March, 2021; then later in the year other programs will be offered that will add up to the required 24 hours of in service training.

Allen, Drew and I have taken part in this annual conference every year and I am requesting permission for the three of us to take part in the webinar programs offered in 2021. The fees for us to attend will be \$75.00 for the first 12 hour webinar and \$75.00 for annual dues; totaling \$150.00 due at this time. The fee for the second 12 hours will be \$150.00, and will be billed at the time of the webinar.

We are required by NYS Codes Division to have 24 credit hours each year to maintain our license. Attendance at this conference will provide us the 24 credit hours that are needed.

If there are any questions in regard to this matter, please contact me.

Respectfully Submitted,


Stephen M. Imhoff
Code Enforcement Official

Codes\Conferences\Annual Conference Ltr to Tn Bd 2021

CLINTON COUNTY YOUTH BUREAU

OFFICE ADDRESS: 135 MARGARET STREET, 2ND FLOOR

MAILING ADDRESS: 137 MARGARET STREET

PLATTSBURGH, NEW YORK 12901

(518) 565-4750

FAX (518) 565-4775

youth@clintoncountygov.com



John Redden
EXECUTIVE DIRECTOR

Terra Sisco
YOUTH BUREAU SUPERVISOR

Krysten Conners
RECREATION DIRECTOR

December 17, 2020

Michael S. Cashman Supervisor
Town of Plattsburgh
151 Banker Rd
Plattsburgh NY 12901

Dear Mr. Cashman:

I am happy to inform you the Clinton County Youth Board recommended allocating the following in 2020 New York State Office of Children and Family Services Youth Development Program funds:

\$3,759 for the Town of Plattsburgh Recreation Programs

This recommendation was approved by the County Legislature at the December 16, 2020 meeting.

Since claims for this funding will be reimbursed by the County a contract with the County is required. Enclosed are your contracts. Please provide insurance certificates to cover the period of this new contract. **An Insurance Requirements Form (blue)**, specific to your municipality, is included in your packet detailing the insurances you will need to attach to your contracts. The County will not execute a new contract without proof of current insurance. Please sign both contracts and return them **both** as soon as possible. Once the contracts have all the required signatures I will send back a fully executed contract for your records. **A Fiscal Contact Information Form (green)** is also included in the packet. Please complete the form and return it with your signed contracts.

A copy of the Program Budget is included in your contract. Please review as some changes may have been made to what you originally submitted based on Office of Children and Family Services fiscal policies for reimbursement.

Please remember to track the performance measures (how much, how well and better off) for the youth outcomes you identified in your application. You will need to report on the performance measure in your Annual Report. Please make sure to meet all paperwork (reports, claims) deadlines as failure to meet the deadlines could result in loss of funding and impact future allocations for your program.

Also please identify NYS Office of Children and Family Services as a funding source in all program publications and press releases.

As always should you have any questions, please feel free to call.

Sincerely,

Terra Sisco
Youth Bureau Supervisor

Encs. 4
Cc: Melanie Defayette

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the COUNTY OF CLINTON, a municipal corporation of the State of New York, having its principal offices located at 137 Margaret Street, Plattsburgh, New York, (the "County"),

and

the TOWN OF PLATTSBURGH with an address being 151 Banker Road, Plattsburgh, New York, (the "Contractor").

WHEREAS, State funds have been appropriated for services and expenses of the Office of Children and Family Services, counties and their contractors for the operation of programs designed to promote positive youth development, and

WHEREAS, the Contractor agrees to perform or to be responsible for the performance of services to youth in the furtherance of these purposes, and has detailed such services in Appendix B (Individual Program Application and Program Budget) of this agreement:

TOWN OF PLATTSBURGH RECREATION PROGRAMS

NOW, THEREFORE, in consideration of a sum to be computed pursuant to the terms hereinafter set forth, and which shall not exceed the sum of: **\$3,759.00** and the mutual promises contained herein, the County and the Contractor mutually agree as follows:

County: \$3,759.00

ARTICLE 1. TERM

The services of the Contractor shall commence on **January 1, 2020**, and shall terminate upon the first to occur -- the completion of services, or **December 31, 2020**; or unless sooner terminated pursuant to Article 11 herein.

ARTICLE 2. COMPENSATION

The County shall pay to the Contractor, and the Contractor agrees to accept as full payment for the professional services furnished under this Agreement, an amount of money not to exceed the sum of **\$3,759.00**. All requests for payment shall be made on properly executed claim forms of the County and shall be paid only after approval by the County.

- A. Attached hereto as part of Appendix B and incorporated herein is the Individual Program Application and Program Budget. The County agrees to reimburse the Contractor only for the items set forth in the Program Budget and for no amount greater than the sum allowed for a particular item in that Program Budget. It is mutually agreed that the County will not be liable for reimbursement for any item not set forth in any Contractor budget or for monies expended beyond the sum allowed for a particular item by a Contractor budget.
- B. In the event of termination of this agreement prior to the termination date set forth on page one, it is mutually understood and agreed that the County shall only be liable to reimburse on expenses incurred to the termination date, provided that adequate advance notice is given of the termination.

- C. It is mutually understood and agreed that funding for this agreement after March 31, 1982, is contingent upon reappropriation of such funds by the New York State Legislature. If such funds are not reappropriated for this purpose, or if the full amount anticipated is not paid over and made available to the New York State Office of Children and Family Services, then this agreement may be terminated or the amount payable to the Contractor reduced at the discretion of the New York State Office of Children and Family Services or the County; provided, however, that such termination or reduction shall not apply to costs incurred by the Contractor prior to such termination or reduction to the extent that said funds are available to the New York State Office of Children and Family Services for the payment of such costs.

ARTICLE 3. SERVICES TO BE PERFORMED

The Contractor shall timely furnish and perform the services as set forth in this Agreement and contained in Schedule C ("Scope of Services to be Provided"), which is incorporated herein and made a part of this Agreement.

ARTICLE 4. AGREEMENT DOCUMENTS

This Agreement, together with the standard provisions and outline of services that may be annexed to this agreement, which shall be deemed an integral part of this Agreement and same are incorporated herein by reference as though more fully set forth at length herein shall constitute the Agreement documents.

ARTICLE 5. GENERAL LEGAL RESPONSIBILITY

In performing the services set forth in this Agreement, the Contractor shall comply with all existing and future Federal, State and Municipal laws, ordinances and regulations, including the provisions set forth in Schedule B ("Standard Provisions") and Exhibit 1. The Contractor further represents that it holds such license or operating certificate necessary for the fulfillment of the services required hereunder in full force and effect and will be responsible for maintaining and continuing said license or operating certificate in full force and effect throughout the term of this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

The Contractor represents that it does not employ an officer or employee of the County in connection with this Agreement and shall adhere to the Code of Ethics of the County and with the provisions of Article 18 of the General Municipal Law of the State of New York.

ARTICLE 7. SURETY AND INSURANCE

Contractor shall carry public liability insurance, property damage insurance, and Workers' Compensation insurance in amounts and carriers acceptable to the County according to the Clinton County Insurance Requirements attached as Schedule A ("General Insurance Requirements"), and shall save harmless the County from all claims, demands and causes of action arising from any act of commission or omission of the Contractor, its agents or employees in the execution of its work under this Agreement, including claims relating to labor and material furnished.

Original Certificates of Insurance, naming Clinton County as additional insured, must accompany the Agreement and be approved in accordance with the Clinton County Insurance Requirements.

ARTICLE 8. SUBLETTING AND ASSIGNING AGREEMENT

The Contractor shall not assign or transfer this Agreement or any interest herein without the prior written consent of the County and the New York State Office of Children and Family Services.

ARTICLE 9. CHANGES IN AGREEMENT

Any change, modification or alteration to this Agreement shall be permitted only upon written mutual Agreement of the County and the Contractor.

ARTICLE 10. OWNERSHIP OF WORK PRODUCTS

All final written or tangible work products completed by the Contractor pursuant to this Agreement shall belong to the County. In the event of early termination, the Contractor agrees to promptly deliver all written and tangible work in progress to the County.

ARTICLE 11. TERMINATION

Notwithstanding any other provision herein, it is mutually agreed that the County or the New York State Office of Children and Family Services, upon thirty (30) days prior notice to the Contractor, may terminate this agreement at any time during the term hereof if the Contractor fails to perform any term of this agreement on its part to be performed in a timely and/or satisfactory manner, or breaches any term of this agreement. It is mutually agreed that, for the purposes of this paragraph, the County and the New York State Office of Children and Family Services shall jointly have absolute discretion to determine if services rendered by the Contractor are timely and/or satisfactory, or if any term of this agreement has been breached or if the Contractor has failed to comply as aforesaid.

Upon termination of this agreement pursuant to Article 1 of this agreement or under the conditions set forth above, the Contractor shall:

1. Not incur any further obligations pursuant to this agreement beyond the termination date.
2. Submit within thirty (30) days, a final report of receipts and expenditures of funds related to this agreement.
3. Submit within thirty (30) days, a final program report containing program activities, youth outcomes achieved, accomplishments and program obstacles encountered related to this agreement.

ARTICLE 12. JURISDICTION/VENUE

In the event of any question or dispute arising between the parties as to the interpretation of any term or condition of this Agreement, or with respect to any matter of compliance or non-compliance with the terms of this Agreement, resolution shall be governed by the Laws of the State of New York and the parties agree that such question or dispute shall be determined by the Supreme Court of the County of Clinton.

ARTICLE 13. EXTRA WORK

It is understood and agreed between the parties hereto that no claim for compensation not provided for in this Agreement shall be made unless prior approval for such compensation is evidenced by the execution of a Supplemental Agreement between the County and the Contractor.

ARTICLE 14. CONTRACTOR REPRESENTATION

By execution of this Agreement, the Contractor represents and warrants to the County that it has full authority to enter into this Agreement. This Agreement is a valid and enforceable obligation of the Contractor, enforceable against the Contractor in accordance with its terms except as such enforceability may be limited by applicable bankruptcy insolvency or similar laws in effect which affect creditor's rights generally.

ARTICLE 15. COMPLETE AGREEMENT

This Agreement contains the entire understanding between the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings between the parties and their officers, directors or employees. Except as expressly set forth in this Agreement, none of the parties has relied upon any oral information given to it by any representatives of either party.

ARTICLE 16. SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and permitted assigns of the respective parties hereto.

ARTICLE 17. INDEMNIFICATION CLAUSE

Contractor agrees to defend, indemnify, and save harmless the People of the State of New York, the Office of Children and Family Services and the County from any and all liability, suits, causes of action, judgments, damages and costs of every name and description, arising out or in any way related to the performance of the terms of this agreement and caused by or in any way related to the acts, omissions, or negligence of the Contractor or any of its agents, officers, employees, representatives, volunteers or clients acting on its behalf and pay any expense connected therewith, including the cost of defending the State and the County from such lawsuits.

ARTICLE 18. CORPORATE COMPLIANCE

The Contractor hereby acknowledges its responsibility to comply with the Clinton County Corporate Compliance Plan, effective January 27, 2010, concerning Medicaid false claims and whistleblower protection under the Federal Deficit Reductions Act of 2005 to the extent it may be exposed to County Medicaid transactions. The Contractor and all its affected employees should refer to the County's website for the County's Corporate Compliance Plan at www.clintoncountygov.com.

ARTICLE 19. NOTICE

All notices, requests, demands and other communications hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed as follows:

- (a) If to the County:
County of Clinton
137 Margaret Street, Suite 208
Plattsburgh, NY 12901
- (b) If to Attorney for County:
Jacqueline M. Kelleher, Esq.
1 Cumberland Avenue
Plattsburgh, NY 12901

ARTICLE 20. COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

ARTICLE 21. MISCELLANEOUS

- A. It is mutually agreed that all contract clauses required by the Codes, Rules and Regulations of the State of New York, Title II, Chapter 1, Section 7.2, which are attached hereto as Appendix A, are incorporated into and made part of this agreement. For the purposes of Appendix A, attached hereto, the Agency shall be known as the Contractor.
- B. It is expressly agreed that the status of the Agency is that of an independent contractor. No officers, employees or staff members of the Agency, including any persons hired by or whose services are used by the Agency for the purposes of fulfilling the terms of this agreement, shall be considered employees of either the County of Clinton or the State of New York.
- C. The Agency agrees to be covered by the Comprehensive General Liability Insurance secured by the Office of Children and Family Services for its Youth Development Program and that it will provide the Office, the Insurance Broker and or the Insurance Company issuing said policy with all information requested in order to implement such coverage and to cooperate with those entities with respect to such coverage. The Agency agrees to comply with Clinton County's Insurance Requirements as attached hereto in Schedule A.
- D. Any change or modification in the services to be rendered by the Agency or in the Program Budget, Appendix B, must be approved in writing by the New York State Office of Children and Family Services. The Office of Children and Family Services reserves the right to modify the services to be rendered by the Agency or the program budgets in its discretion or when such modification shall

be required by the State Comptroller. The Office of Children and Family Services will provide the Agency thirty (30) days prior written notice before imposing such changes.

- E. The Agency, in addition to complying with the requirements of Article 21, Paragraph A, shall keep and make available any and all books, papers, documents, records and accounts relating to its obligations under the terms of this agreement to representatives of the New York State Office of Children and Family Services and the New York State Comptroller, for inspection, audit, transcription or reproduction at any reasonable times during the terms of this agreement and at any time thereafter and shall retain all of the aforementioned until written notice to the contrary is given to the Agency by the New York State Office of Children and Family Services for permanent custody upon written request from the New York State Office of Children and Family Services.
- F. The Agency assures and certifies:
 - 1. That, in performing the terms of this agreement it will comply with all Federal, State and local statutes, rules and regulations.
 - 2. That it possesses legal authority to enter into this agreement: a resolution has been duly adopted or passed as an official act of its governing body, authorizing it to do so.
- G. Article 1 notwithstanding, this contract shall take effect only after execution by both parties and approval by the Clinton County Board of Legislators, the Office of Children and Family Services, the New York State Attorney General and the New York Comptroller. Costs incurred by the Agency prior to the effective date shall not be allowed as costs to be financed hereunder unless the incurring of such costs is approved by the New York State Office of Children and Family Services in writing.
- H. The Agency agrees that its expenses for travel, meals and/or lodging, when required, will conform with limitations and restrictions set by the State Comptroller and/or regulations and guidelines of the New York State Office of Children and Family Services, unless written approval is obtained from the New York State Office of Children and Family Services to do otherwise.
- I. The Agency agrees that no person in the United States shall, on the grounds of race, color, national origin, sex, age or religion, be excluded in participation in, be denied benefits of, or be subjected to discrimination under any program or activity by the Agency. The Agency further agrees to abide by and comply with the New York State Civil Rights Law, Section 291 to 299 of the New York State Executive Law. The Agency warrants that it is in compliance with the

Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this contract comply in all respects with the provisions of the Act and its implementing regulations.

- J. Subject to County and New York State Office of Children and Family Services approval, upon program termination, title to any non-consumable goods purchased by the Agency shall remain with the Agency upon the condition that such goods will be used for the benefit of the youth served by the Agency. In the event the County and the Office of Children and Family Services determine that the Agency may not retain any or all of the said non-consumable goods, the County and the Office shall determine who will obtain title to said goods.

ARTICLE 22. REPORTING REQUIREMENTS

- A. The Agency agrees to submit any and all claims for reimbursement of expenses, to the County Youth Bureau within thirty (30) days of the end of the program and no later than thirty (30) days after the end of the calendar year during the term of this agreement. The Agency agrees to furnish any additional data upon the request of either the County or the Office of Children and Family Services.
- B. It is mutually understood and agreed that the County Youth Bureau will partake in monitoring all aspects of each agency's services under this agreement.
- C. The Agency agrees to submit all of its books and records relating to this agreement to any auditor or accounting firm of the New York State Office of Children and Family Services' choice for an interim audit/post audit at any time it is determined that such an audit is necessary.
- D. The Agency will meet with members of the County Youth Bureau or the New York State Office of Children and Family Services upon request, by either agency, and discuss any and all aspects of its service.
- E. The Agency agrees to submit to the County monthly or quarterly reports, the frequency and content of which will be determined by the New York State Office of Children and Family Services. Such reports shall be submitted to the County Youth Bureau within fifteen (15) days after the close of the reporting period.
- F. The Agency agrees to submit to the County annual reports the content of which shall be determined by the New York State Office of Children and Family Services and the County. Such reports shall be submitted within thirty days (30) after the end of the year.
- G. The Agency agrees that if required by the New York State Office of Children and Family Services, it will provide to the County Specific client information.

Such information shall include at a minimum:

1. a client identifier for each youth served;
2. demographic information as required by the Office of Children and Family services;
3. extent of program activity involvement by each client; and
4. youth outcomes achieved.

IN WITNESS WHEREOF, this Agreement has been approved and the parties have executed the Agreement as follows:

Signatures:

Contractor:

Town of Plattsburgh, Supervisor

Date

Department Head:

John Redden, Executive Director
Clinton County Youth Bureau

Date

Certificates of Insurance Approved:

Kim Kimblom
Deputy County Administrator

Date

County Attorney:

Jacqueline M. Kelleher, Esq.

Date

Chairperson, Clinton County Legislature:

Mark R. Henry

Date

SCHEDULE A
GENERAL INSURANCE REQUIREMENTS
CLINTON COUNTY
November, 2015

INSURANCE: Contractor/vendor shall not commence work under this Agreement until the contractor/vendor has obtained all insurance required under the following paragraphs and such insurance has been approved by the County of Clinton.

Workers' Compensation Insurance: Contractor/vendor shall take out and maintain during the life of this contract, Workers' Compensation Insurance and employer's liability insurance for all of the Contractor's/Vendor's employees employed at the site of the project. If the work involves the inter-state waters of Lake Champlain, then coverage for United States Longshoremen's and Harbor Workers' Act is to be included. **PROOF OF WORKERS' COMPENSATION INSURANCE MUST BE PROVIDED ON THE FOLLOWING FORMS:**

- a) if coverage is obtained from an insurance carrier, on forms C-105.2 (9-07) OR U-26.3
- b) if contractor/vendor is self-insured or participates in an authorized group self-insurance plan, on forms SI-12 OR GSI-105.2

Please note, ACORD forms are NOT acceptable proof of New York State Workers' Compensation insurance.

If contractor/vendor is legally exempt from obtaining Workers' Compensation insurance, proof of such exemption **MUST BE PROVIDED** on the following form:

- a) CE-200 12/2008, Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage

New York State Disability Benefits: Contractor/vendor shall maintain coverage as required by law for disability benefits. **PROOF OF DISABILITY COVERAGE MUST BE PROVIDED ON THE FOLLOWING FORMS ONLY:**

- a) if coverage is obtained from an insurance carrier, on forms DB-120.1 OR DB-820/829
- b) if contractor/vendor is self-insured, on form DB-155

Please note that ACORD forms are NOT acceptable proof of New York State Disability Benefits insurance.

If contractor/vendor is legally exempt from obtaining Disability Benefits coverage, proof of such exemption MUST BE PROVIDED on the following form:

- a) CE-200 12/2008, Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage

General Liability Insurance: The contractor/vendor shall take out and maintain during the life of the contract, such bodily injury, personal injury and property damage liability insurance as shall protect him and the County from claims for damages including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the contractor/vendor to maintain such insurance in amounts sufficient to fully protect himself and the County, but in no instance shall amounts be less than those set forth below. These amounts are specified only to establish the MINIMUM coverage acceptable.

Bodily injury, property damage, and personal injury liability insurance in an amount not less than \$1,000,000 (one million dollars) per occurrence for injuries, including wrongful death subject to an annual aggregate limit in an amount not less than \$2,000,000 (two million dollars).

Other Conditions of General Liability Insurance:

1. Coverage shall be written on Commercial General Liability form, or its equivalent.
2. Coverage shall include:
 - A. contractual liability
 - B. independent contractors
 - C. products and completed operations
3. County of Clinton, Clinton County Government Center, 137 Margaret Street, Plattsburgh, New York 12901, shall be listed as Certificate Holder; and shall be added to the General Liability policy as "Additional Insured."

Automobile Liability Insurance: Automobile bodily injury liability and property damage liability insurance shall be provided by the contractor/vendor with a minimum combined single limit (CSL) of \$1,000,000 (one million dollars) per accident.

Other Conditions of Automobile Liability Insurance:

1. Coverage shall include:
 - A. owned, hired car and non-owned vehicles

Evidence of Insurance:

The contractor/vendor shall file with the County insurance office before commencing work under this contract, a certificate of insurance which shall bear the following information:

1. Name and address of insured
2. Titles and location of operations to which insurance applies
3. Policy number, insurance company name and type or types of insurance in force thereunder on date borne by such certificate
4. Inception and expiration dates of policies and limit or limits of liability thereunder on date borne by such certificate
5. Thirty day notice of cancellation or non-renewal
6. If contractor's/vendor's insurance policies should expire or not be renewed during the life of the contract, the contractor/vendor shall provide the County with a new Certificate of Insurance which indicates the replacement policy information as requested above.
7. County of Clinton, Clinton County Government Center, 137 Margaret Street, Plattsburgh, New York 12901, shall be listed as Certificate Holder, and shall be added to the General Liability policy as "Additional Insured."

SCHEDULE A

PROFESSIONAL/MALPRACTICE SERVICE PROVIDER INSURANCE REQUIREMENTS

November, 2015

INSURANCE: Contractor/vendor shall not commence work under this Agreement until the contractor/vendor has obtained all insurance required under the following paragraphs and such insurance has been approved by the County of Clinton.

The professional service provider will have complete responsibility for the costs of health and disability insurance, as well as the cost of Liability/Malpractice insurance. The professional service provider will carry Professional liability insurance of no less than \$1,000,000 (one million dollars) per incident and furnish a Certificate of Insurance to the County of Clinton.

The professional service provider agrees that during the term of this contract, he/she shall maintain, at his/her sole expense, an insurance policy in the amount of \$1,000,000 (one million dollars) per incident. Said insurance policy shall insure professional service provider against any and all claims arising out of or related to his/her rendering of, or failure to render, professional services. A copy of an insurance certificate confirming Professional Liability insurance shall be presented to the Clinton County insurance office for review.

Workers' Compensation Insurance: Contractor/vendor shall take out and maintain during the life of this contract, Workers' Compensation Insurance and employer's liability insurance for all of the contractor's/vendor's employees employed at the site of the project. If the work involves the inter-state waters of Lake Champlain, then coverage for United States Longshoremen's and Harbor Workers' Act is to be included. PROOF OF WORKER'S COMPENSATION INSURANCE MUST BE PROVIDED ON THE FOLLOWING FORMS:

- a) if coverage is obtained from an insurance carrier, on forms C-105.2 (9-07) OR U-26.3
- b) if contractor/vendor is self-insured or participates in an authorized group self-insurance plan, on forms SI-12 OR GSI-105.2

Please note, ACORD forms are NOT acceptable proof of New York State Workers' Compensation insurance.

If contractor/vendor is legally exempt from obtaining Workers' Compensation insurance, proof of such exemption MUST BE PROVIDED on the following form:

- a) CE-200 12/2008, Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage

New York State Disability Benefits: Contractor/vendor shall maintain coverage as required by law for disability benefits. PROOF OF DISABILITY COVERAGE MUST BE PROVIDED ON THE FOLLOWING FORMS:

- a) if coverage is obtained from an insurance carrier, on forms DB-120.1 OR DB-820/829
- b) if contractor/vendor is self-insured, on form DB-155

Please note, ACORD forms are NOT acceptable proof of New York State Disability insurance.

If contractor/vendor is legally exempt from obtaining disability benefits coverage, proof of such exemption MUST BE PROVIDED on the following form:

- a) CE-200 12/2008, Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage

SCHEDULE B

STANDARD PROVISIONS

I. This Agreement shall be deemed executory only to the extent of money available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County of Clinton beyond the compensation provided for in this Agreement.

II. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

- (a) In hiring of employees for the performance of work under or pursuant to this Agreement for the manufacture, sale or distribution of materials, equipment or supplies, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work in which the employment relates.
- (b) No contractor, subcontractor, nor any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the Contractor by the County under this Agreement a penalty of \$100 (one hundred dollars) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms and conditions of this section of the Agreement.
- (d) This Agreement may be cancelled or terminated by the County and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Agreement.
- (e) The aforesaid provisions of this section covering every agreement for or on behalf of the County or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

III. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor's Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, and will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

Contractor warrants that it is in compliance with the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this Agreement, comply in all respects with the provisions of the Act and its implementing regulations.

IV. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it neither holds itself out as nor claims to be an officer or employee of the County by reason thereof, nor will it make any claim, demand or application to an officer or employee of the County for, including but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

V. Should any claim or demand be made, or any action brought against the County in any way relating to this Agreement or the performance thereof, the Contractor agrees to render diligently to the County without additional compensation, any and all cooperation which the County requires of the Contractor.

VI. The Contractor shall keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this Agreement. Such books and records shall be kept available for examination by qualified personnel of the County and/or the New York State Department of Audit and Control at all reasonable times and places during the period of execution of this Agreement and for six (6) years from the date of final payment hereunder.

VII. If part or all of the performance hereunder is to be conducted through subcontractors with other entities, then the Contractor agrees that it shall make the provisions of this article, a formal part of all such subcontracts which shall specifically make reference to the records as noted hereinabove, and that all such records maintained by such subcontractors shall be made available and disclosed to qualified personnel of the County and/or the New York State Department of Audit and Control.

VIII. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

SCHEDULE C

SCOPE OF SERVICES TO BE PROVIDED

The Town of Plattsburgh will provide recreation programs including basketball, baseball/softball, soccer and swim programs for the youth of the Town of Plattsburgh free of charge.

Exhibit 1
(As Required Under Title VI of the Civil Rights Act of 1964)

Contractors, Subcontractors, Suppliers, and Manufacturers

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Clinton County or the NYSDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the County, or the New York State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Clinton County and the NYS Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to: withholding of payments to the contractor under the contract until the contractor complies, and/or; cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the County enter into such litigation to protect the interests of the County and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Compliance with Non-Discrimination Statutes and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

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\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnyccontracts.com/FrontEnd/VendorSearchPublic.asp>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

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

TOWN OF PLATTSBURGH

FINANCE COMMITTEE

RULES AND PROCEDURES

SECTION 1

GENERAL GOVERNING RULES

- 1.1 The Finance Committee (Committee) shall be governed by the provisions of applicable state statutes, local laws, ordinances, Robert's Rules and the rules set for the Committee by the Town Board.
- 1.2 The term Committee as used in these rules shall mean the Finance Manager, a Town Councillor and the four (4) duly appointed members of the Finance Committee.
- 1.3 The Committee shall have access to and become familiar with all the duly enacted ordinances and laws of the Town of Plattsburgh under which it may be expected to act as well as with applicable state statutes.
- 1.4 The Finance Committee shall play an advisory role to the Town Supervisor and Council to ensure that the Town has in place strategies, budgets and financial plans and programs to enable the Town to meet its goals and objectives.
- 1.5 Committee Members shall review the Town Law entitled "Code of Ethics" and policies for purchase and procurement.

SECTION 2

OFFICERS AND DUTIES

- 2.1 The officers of the Committee shall consist of a Chairperson or Acting Chairperson, and Secretary.
- 2.2 **CHAIRPERSON.** The Chairperson shall be appointed by the Finance Committee and shall perform all duties required by law, ordinance and these rules. The Chairperson shall also preside at all meetings of the Committee. The Chairperson shall rule on all points of order and procedure, subject to these rules, unless directed otherwise by a majority of the Committee Members present. In the event that the Chairperson finds a conflict of interest, or it is deemed more appropriate to have someone else chair a particular hearing, this will be done with the consent of the majority of the Committee members present. The Chairperson shall appoint any committees found necessary to carry out the business of the Committee. The Chairperson's or Acting Chairperson's signature shall be the official signature of the Committee and shall appear on all decisions as directed by the Committee. The Secretary of the Committee may sign any document or correspondence if so authorized by the Chairperson or Acting Chairperson in the absence of one or both.
- 2.3 **ACTING CHAIRPERSON.** The Acting Chairperson shall be that person who is most senior on the Committee and is present. The Acting Chairperson shall have all the powers of the Chairperson during the Chairperson's absence, disability or disqualification.

TOWN OF PLATTSBURGH
Finance Committee
Adopted 5/19/2014
Revised June 7, 2018
018-159

Purpose

The purpose of the Finance Committee (Committee) shall be to play an advisory role to the Town Supervisor and council to ensure that the Town has in place strategies, budgets and financial plans and programs to enable the town to meet its goals and objectives.

Committee

The Committee shall consists of six members. The Town's Finance Manager, a Town Councilor (non-voting rights) and four members serving staggered terms consisting of one, two, three and four years commencing on January 1st. Committee members shall be residents of the Town or shall have operate a business within the Town's boundaries. Any member of the Council or the Town Supervisor may nominate a Committee member, but members must be approved by a Town Board resolution. The Committee will meet as necessary to fulfil its responsibilities and will provide, at a minimum, quarterly reports to the Town Board on the status of its progress and finding.

Qualifications of Members

The members of the Committee collectively shall possess expertise and experience in accounting, finance and financial reporting or the practical experience needed to understand and resolve issues raised in the review of financial matters.

Duties

The Committee is charged by the Board with the responsibility to:

- (1) Promote greater transparency and more openness within the Town's financial reporting and budget process.
- (2) Develop and recommend a system.to monitor progress to achieve the Town's financial objectives . and goals.
- (3) Access revenue and expenditure reports and other financial reports for recommendation.
- (4) Assist in the development, implementation and monitoring of multi-year financial and capital plans.
- (5) Review annual audit reports and provide recommendations to the Town Board on action items.
- (6) In conjunction with the Supervisor, provide oversight to the Accounting Office to ensure sound financial practices.
- (7) Provide reports as appropriate to the Town Board.

- 2.4 SECRETARY. The Finance Manager shall fill the role of secretary. The Secretary or his/her designee, subject to the direction of the Committee and the Chairperson, shall keep minutes of all Committee proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating such fact, and shall also keep records of all Committee examinations and other official actions.
- 2.5 VACANCIES. Should any vacancy on the Committee occur for any reason, the Secretary shall give immediate notice thereof to the Town Supervisor for the Town Board.
- 2.6 Should the office of Chairperson become vacant, the Secretary shall add such fact to the notice required in Section 2.5 of these rules. The Acting Chairperson shall handle the duties of the Chairperson until such time as the Town Committee shall appoint a new Chairperson.

SECTION 3

MEETINGS

- 3.1 REGULAR MEETINGS. The regular meeting of the Committee shall be held quarterly in the months of April, July, October and January at the Town Hall.
- 3.2 ANNUAL MEETING. The annual organizational meeting of the Committee shall be the first regular meeting of the year.
- 3.3 SPECIAL MEETINGS. Special meetings of the Committee may be called by the Chairperson. At least forty-eight (48) hours written notice of the time, place and business of the meeting shall be given to each member of the Committee and to the media, pursuant to Section 104 of the open meetings law.
- 3.4 The Chairperson shall call a special meeting within ten (10) days of receipt of a written request from any three (3) members of the Committee; such request shall specify the matters to be considered at the special meeting.
- 3.5 CANCELLATIONS OF MEETINGS. Whenever there is no business to transact at a regular meeting, the Chairperson may dispense with such meeting by notice to all members no less than forty-eight (48) hours prior to the time set for such meeting.
- 3.6 PROCEEDINGS. The order of business at regular meetings shall be as follows:
- (A) Roll Call (ascertainment of a quorum) and minutes read.
 - (B) Review and discuss financial information.
 - (C) Open discussion period.
 - (D) Other business.
 - (E) Adjournment.
- 3.7 CALLING A RECESS. Any member of the Finance Committee may call for a short recess during a meeting. The request must be supported by a second member of the Committee. Duration for the recess shall be set by the Chairperson.

SECTION 4

VOTING

- 4.1 QUORUM. A quorum shall consist of three (3) of the five (5) members of the Committee.
- 4.2 No hearing or meeting of the Committee shall be held, nor any action taken, in the absence of a quorum; however, those members present shall be entitled to request the Chairperson to call a special meeting for a subsequent date. All subsequent hearings shall be re-advertised in accordance with the requirements of the applicable law.
- 4.3 VOTING. All matters shall be decided by a roll call vote. Decisions on any matter before the Committee shall require the affirmative vote of three (3) of the Committee which consists of five (5) members.
- 4.4 Members of the Committee should consult the Town's legal counsel prior to abstaining on any matter in which they feel there would be a personal or financial interest involved.