Village of Tivoli
Founded 1795

Meeting of the Village of Tivoli Board of Trustees

AGENDA

November 20, 2024 - 7:00 PM
The Historic Watts dePeyster Hall

1. **Call Meeting to Order**
   - Pledge Allegiance to the Flag
2. **Village Clerk's Report**
   - Schedule of Upcoming Events
3. **Approve Minutes from previous meeting(s)**
   August 14 Public Hearing/Workshop Minutes, October16 Regular Meeting Minutes
4. **Treasurer's Report**
   - Payment of Bills
5. **Zoning Report**
6. **Public Comment on Agenda items only**
7. **Regular Business**

   - Return of Tax Roll to Dutchess County
   - RESOLUTION Authorizing Agreement for Professional Services Between the Village of Tivoli and Granicus, LLC Regarding Short Term Rental Monitoring Services
   - RESOLUTION Approving Short-Term Rental Application Form
   - RESOLUTION Authorizing the Execution of Rider 1 to an Intermunicipal Agreement with Dutchess County Water & Wastewater Regarding Operation, Maintenance and Improvement of the Village's Water and Sewer Systems
   - RESOLUTION Awarding Planner Contract
   - RESOLUTION Authorizing Electrical Contract for Memorial Park
   - MOTION To Accept $1,300.00 Donation for Purchase of Replacement Playground Equipment

   The next Board Meeting will be held Wednesday, December 18, 2024 at 7:00 PM (workshop 6:00 PM) at the Historic Watts dePeyster Hall. Regular Workshop: December 11, 2024 at 6:00 PM.

8. **Committee Reports**
9. **Trustee Reports**

   B. Shilling
   - LOSAP Coordinator, Fire Department, Solid Waste, and Buildings and Grounds

   P. Baldino
   - Justice Court, and Economic Development

   E. Mangieri
   -Landlord & Tenant Services, Celebrations, and Parks and Recreation

   E. Majer
   - Library, Architecture and Historical Resources, Natural Resources and Environment, Trail Development

   J. Griffith
   - Police and Law Enforcement, Riverfront Project, Climate Smart Communities Task Force, Tree Committee, Planning & Zoning, Senior & Veteran's Affairs, and All Municipal Departments
10. **Other Business**
11. **Non-Agenda / Public Comment**
12. **Adjourn Meeting**

* **Note – agenda is subject to change*

Tax Collector List

Unpaid Tax Amt.	9% Penalty	Mailing Fee	Pre-Delinquent Amt	Date Paid
$2,231.79	$200.86	$0.00	$2,432.65	
$1,054.52	$94.91	$0.00	$1,149.43	
$1,279.35	$115.14	$0.00	$1,394.49	
$2,250.87	$202.58	$0.00	$2,453.45	
$1,235.78	$111.22	$0.00	$1,347.00	
$1,269.49	$114.25	$0.00	$1,383.74	
$811.88	$73.07	$0.00	$884.95	
$2,467.75	$222.10	$0.00	$2,689.85	
$1,271.08	$114.40	$0.00	$1,385.48	
$965.16	$86.86	$0.00	$1,052.02	
$197.96	$17.82	$0.00	$215.78	
$123.71	$11.13	$0.00	$134.84	
$1,103.81	$99.34	$0.00	$1,203.15	
$1,017.63	$91.59	$0.00	$1,109.22	
$1,248.18	$112.34	$0.00	$1,360.52	
$100.81	$9.07	$0.00	$109.88	
$18,629.77	**$1,676.68**	**$0.00**	**$20,306.45**	

Tax Collector List

STATE OF NEW YORK
COUNTY OF DUTCHESS

I ......Bonnie Day......... SCHOOL/VILLAGE TAX COLLECTOR, DISTRICT ..Dutchess....IN SAID COUNTY, BEING DULY SWORN, DEPOSES AND SAYS THAT THE ABOVE ENUMERATED ~~TAXES ARE~~ ALL OF THE TAXES REMAINING UNPAID, AND AFTER DILIGENT EFFORTS, HE/SHE HAS BEEN UNABLE TO COLLECT THE SAME. THE WARRANT FOR COLLECTION OF SAID TAXES WAS DELIVERED TO HIM/HER ON THE ....13..... DAY OF ..November

SWORN TO BEFORE ME THIS ...13........ Bonnie Day .... COLLECTOR
DAY OF November 2024 ADDRESS Tivoli......... N.Y.
..Robin L Bruno..., NOTARY PUBLIC.

I, THE UNDERSIGNED, TRUSTEE OF SCHOOL/VILLAGE DISTRICT ....; DISTRICT ..Dutchess..., DO HEREBY CERTIFY THAT I HAVE COMPARED THE ABOVE STATEMENT WITH THE ORIGINAL TAX LIST AND FIND IT TO BE CORRECT, AND THE ABOVE ENUMERATED TAXES ARE ALL THE TAXES REMAINING UNPAID.

D Walleshul........., TRUSTEE DATED THIS ..13.... DAY OF November 2024

LIST NAME AND ADDRESS OF TREASURER IF THE DISTRICT HAS ELECTED ONE OTHER THAN THE COLLECTOR.

....

NAME OF THE TREASURER ADDRESS OF TREASURER

ROBIN L BRUNO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BR6318701
Qualified in Dutchess County
My Commission Expires: Feb. 02, 2027

VILLAGE OF TIVOLI

RESOLUTION NO. ______
DATED NOVEMBER ___, 2024

RESOLUTION AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF TIVOLI AND GRANICUS, LLC REGARDING SHORT TERM RENTAL MONITORING SERVICES

WHEREAS, the Village of Tivoli ("Village") is considering entering into an agreement for professional services between the Town and Granicus relating to short-term rentals for the Town pursuant to a proposal dated November 4, 2024 for a one time cost of $3,360 and an annual subscription fee of $5,760 in the first year, and

WHEREAS, the Village has determined that it is in the best interests of the Village to enter into such an agreement on the terms and conditions specified in such proposal and an agreement in the form on file with the Village Clerk ("Agreement"); and

WHEREAS, the Board of Trustees has determined that the proposed amendment is best described as a local legislative decision concerning routine administration and management constituting a "Type II" action, not requiring review under the State Environmental Quality Review Act ("SEQRA");

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Village of Tivoli, Dutchess County, New York (by the favorable vote of not less than a majority of all of the members of the Board) as follows:

1. The Mayor, or in his absence or unavailability the Deputy Mayor, is hereby authorized and directed to execute the Agreement in substantially the form on file with the Village Clerk, with such changes as shall be approved by officer executing the same and which do not materially affect the substance thereof.

2. The Mayor, the Village Clerk, and the Village's other officers, employees and agents are hereby authorized and directed for, and in the name and on behalf of the Village, to do all acts and things required or provided by the provisions of the Agreement.

3. This resolution shall take effect immediately.

EXTRACT OF MINUTES

A special meeting of the Village Board of the Village of Tivoli, Dutchess County, New York was convened in public session at the Village Hall, 86 Broadway, Tivoli, New York 12583 on November __, 2024 at 7:00 p.m., local time.

The meeting was called to order by Mayor Griffith, and, upon roll being called, the following members were:

PRESENT:

Joel Griffith	Mayor
Emily Majer	Deputy Mayor
D. William Shilling	Trustee
Peter Baldino	Trustee
Emily Mangieri	Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by Trustee ____, seconded by Trustee ____, to wit;

RESOLUTION NO. _______
DATED NOVEMBER ___, 2024

RESOLUTION AUTHORIZING THE EXECUTION OF RIDER 1 TO AN INTERMUNICIPAL AGREEMENT WITH DUTCHESS COUNTY WATER & WASTEWATER REGARDING OPERATION, MAINTENANCE AND IMPROVEMENT OF THE VILLAGE'S WATER AND SEWER SYSTEMS

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Joel Griffith	Voting ___
Emily Majer	Voting ___
D. William Shilling	Voting ___
Peter Baldino	Voting ___
Emily Mangieri	Voting ___

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Village of Tivoli, Dutchess County, New York (hereinafter called the "Village ") and the custodian of the records of the Village, including the minutes of the proceedings of the Village Board of Trustees, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the ___th day of November, 2024 and entitled:

RESOLUTION NO. ______
DATED NOVEMBER ___, 2024

RESOLUTION AUTHORIZING THE EXECUTION OF RIDER 1 TO AN INTERMUNICIPAL AGREEMENT WITH DUTCHESS COUNTY WATER & WASTEWATER REGARDING OPERATION, MAINTENANCE AND IMPROVEMENT OF THE VILLAGE'S WATER AND SEWER SYSTEMS

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this __ day of November, 2024.

-SEAL-

____
Robin Bruno
Village Clerk

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Tivoli, NY

Granicus Proposal for Tivoli, NY

ORDER DETAILS

Prepared By:	Kester Bonsu
Phone:	
Email:	kester.bonsu@granicus.com
Order #:	Q-384394
Prepared On:	04 Nov 2024
Expires On:	22 Nov 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	$0.00
Address Identification - Online Training	Up Front	1 Each	$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	$3,360.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	$0.00
		SUBTOTAL:	$3,360.00

New Subscription Fees

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	$2,400.00
Compliance Monitoring	Annual	1 Each	$960.00
Enhanced Short-Term Rental Registration Portal	Annual	1 Each	$2,400.00
Mobile Permitting & Registration	Annual	1 Each	$0.00
		SUBTOTAL:	$5,760.00

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
Compliance Monitoring	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. *Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.*
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.

Solution	Description
Enhanced Short-Term Rental Registration Portal	Mobile-enabled online portal and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include: · Host Login and Dashboard · Parcel Number lookup and validation · ACH, Debit, and Credit Payments exclusively powered by Stripe.com · Registration Number & Certificate creation · Document Upload · Renewals · Email confirmation · Admin workflow management for approval & denial
Mobile Permitting & Registration	Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation - E-Signatures - ACH, Debit, and Credit Payments exclusively powered by Stripe.com - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial
Mobile Permitting & Registration - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Mobile Permitting & Registration - Online Training	Virtual training session with a Granicus professional services trainer.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-384394 dated 04 Nov 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Tivoli, NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-384394 dated 04 Nov 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Tivoli, NY	
Signature:	
Name:	
Title:	
Date:	

GRANICUS

Subscription and Services Agreement
US/Canada

This Subscription and Services Agreement ("**Agreement**") is effective as of the date an Order or SOW (as defined below) commences that references this Agreement ("**Effective Date**"), and is a contract between the party procuring Granicus Products and/or Services named in the Order or SOW ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada ("**Granicus**").

1. **Definitions.** For the purpose of this Agreement, the following terms have the corresponding definitions:

"**Content**" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client's behalf. Content expressly excludes Granicus Data;

"**Deliverable(s)**" means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

"**Granicus Data**" means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

"**IP Rights**" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"**Order**" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

"**Products**" means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

"**Services**" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

"**SOW**" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

2. **Intellectual Property Ownership and Use Rights.**

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the "**Termination Date**"), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Subscription Term.** The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.

e) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f) **Non-Appropriation.** Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal

Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term. Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages.** For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g) **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services.** Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

6. **Support.** Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. **Representations; Warranties; Disclaimers.**

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus ' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) reperformance of the non-conforming Services for a breach of the warranty in Section 7.b.(ii), provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. **Services.**

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. **Confidentiality.** During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS OR GRANICUS' RESELLER, AS APPLICABLE, IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS ($5,000).

12. General.

a) **Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

Granicus
Contracts
1152 15th Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

j) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

m) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n) **Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. This Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

RIDER TO AGREEMENT

THIS RIDER TO AGREEMENT (Rider), is made as of the 4th day of November, 2024 by and between the Village of Tivoli (the "Village") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (Service Provider).

WITNESSETH:

The terms of this Rider are hereby incorporated into and made a part of that certain agreement as follows: Master Subscription Agreement together with Proposal dated as of November 4, 2024 between the Village and Service Provider, as if fully set forth therein ("Agreement"). The terms of this Rider shall control over any contrary terms of such agreement or proposal.

1. The Agreement shall be subject to the standard terms attached hereto as Exhibit A. Section 10.9 of the Agreement is hereby deleted.

2. The Agreement shall be subject to the requirements of Sections 5 and 5-b of the General Municipal Law and Section 3 of the State Technology Law and any regulations or guidance promulgated pursuant thereto.

3. The Service Provider represents and covenants that (i) it is fully qualified to perform the services, with capability to perform the services as required by the Agreement, (ii) it will procure and maintain all registrations, authorizations, licenses and permits necessary to perform the work described in the Agreement in the State of New York.

4. The Service Provider represents that it has reviewed the Code of Ethics of the Village of Tivoli and will comply with its provisions. The Service Provider represents and warrants that it shall accept no other compensation, directly or indirectly, from any party, other than the Village, for any services connected with the work described in the Agreement except those fees expressly described in the Agreement. The Service Provider represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services.

5. The Village shall have the right to postpone, suspend, abandon or terminate this agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the Village, the Service Provider shall be entitled to compensation for acceptable completed services performed through the date of postponement, suspension, abandonment or termination, such services to be verified by audit. In the event that this agreement is terminated by the Village for any reason, then within ten (10) days after such termination, the Service Provider shall make available to the Village all records, documents and data pertaining to services rendered under this agreement.

6. The Agreement is subject to the appliable provisions of the New York State Freedom of Information Law, Article 6 of the NYS Public Officers Law.

IN WITNESS WHEREOF, the parties have duly executed the Agreement including this Rider as of the date first above written.

VILLAGE OF TIVOLI

By:________________________________
Title:
Date of Execution: __________________

Granicus, LLC (Service Provider)

By: ________________________________
Title: __________________________
Date of Execution: __________________

Execution Page to Rider to Agreement with Service Provider

EXHIBIT A

STANDARD CLAUSES FOR MUNICIPAL CONTRACTS

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STANDARD CLAUSES FOR MUNICIPAL 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 Municipality, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Municipality and any attempts to assign the contract without the Municipality's written consent are null and void.

2. **WORKERS' COMPENSATION BENEFITS.** 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. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

3. **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 because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status. 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, the Contractor agrees that neither it nor its subcontractors or any person acting on behalf of such contractor or subcontractor shall, by reason of race, creed, color, national origin, 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. 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 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.

4. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby the State or other contracting

agency as defined in Section 312 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 (b) a written agreement in excess of $100,000 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 (c) a written agreement in excess of $100,000 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 Municipality, 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 agency, union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(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.

The Contractor shall include the provisions of (a), (b), and (c) above in every subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the state contract. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to this Agreement; or (ii) employment outside New York State. The Municipality shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Municipality 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 Municipality shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall 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.

5. **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 New York 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 New York State Labor Department in accordance with the Labor Law. Additionally, 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 this Section 220 of the Labor Law shall be a condition precedent to payment by the Municipality of any sums due and owing to any person for work done upon the project.

6. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with General Municipal Law § 103-d, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Municipality a non-collusive bidding certification on Contractor's behalf.

7. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of this 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 Municipality within five (5) business days of such conviction, determination or disposition of appeal.

8. **SET-OFF RIGHTS.** The Municipality shall have rights of set-off. These rights shall include, but not be limited to, the Municipality'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 by the Contractor to the Municipality with regard to this contract, or any other contract with the Municipality, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Municipality for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Municipality and third parties in connection therewith.

9. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Municipality and Attorney General or 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 such Records during the contract term, extensions thereof and said six (6) year period thereafter 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 purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Municipality 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 the Municipality's chief fiscal officer with a copy to its Records Access Officer, 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 Municipality's right to discovery in any pending or future litigation.

10. **LIABILITY.** Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Municipality, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

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

12. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 106-b.

13. **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.

14. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules, 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 Municipality's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient.

15. **OBSERVANCE OF LAWS.** The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

16. **DISQUALIFICATION TO CONTRACT WITH PUBLIC ENTITY OR POLITICAL SUBDIVISION.** The Contractor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services.

17. **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 New York State Finance Law §165. (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 Section 165 of the New York 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.

18. **ETHICS.** The Municipality shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law or the Municipality's ethics code.

19. **OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE.** If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

20. **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 Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

21. **WICKS LAW PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law, where preparation of separate specifications is not required, the Contractor shall make no change of subcontractor or agreed-upon amount to be paid to each subcontractor without the approval of the owner in accordance with Section 101(5) of the General Municipal Law.

22. **NO WAIVER OF PROVISIONS.** The Municipality's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Municipality of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Municipality, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

23. **NO INVESTMENT ACTIVITIES IN IRAN.** A person that is identified on a list created pursuant to paragraph (b) of subdivision three of section 165-a of the State Finance Law as a person engaging in investment activities in Iran as described in such section, shall not be deemed a responsible Contractor to the extent provided pursuant to section 103 of the General Municipal Law. By signing this contract, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief such Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

24. **ENTIRE AGREEMENT.** This contract, together with this Exhibit, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

25. **SEXUAL HARASSMENT POLICY.** Pursuant to Labor Law § 201-G, the Municipality has adopted the form of Sexual Harassment Policy promulgated by the New York State Division of Human Rights, a copy of which is on file with the Clerk. By execution of this Agreement, the Contractor acknowledges receipt of the Sexual Harassment Policy and that

it shall be bound by the terms of said policy. Any violation of the Sexual Harassment Policy, the New York State Labor Law, or the New York State Human Rights Law by the Contractor, its contractors, subcontractors, officers, employees, or agents shall constitute an event of default under this Agreement.

26. **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.

Chapter 20

ETHICS, CODE OF

§ 20-1.	Findings; purpose.	§ 20-4.	Filing of claims.
§ 20-2.	Definitions.	§ 20-5.	Distribution of Code of Ethics.
§ 20-3.	Standards of conduct.	§ 20-6.	Penalties for offenses.

[HISTORY: Adopted by the Board of Trustees of the Village of Tivoli 4-1-1996; amended in its entirety 7-21-2021 by L.L. No. 1-2021. Subsequent amendments noted where applicable.]

§ 20-1. Findings; purpose.

Pursuant to the provisions of § 806 of the General Municipal Law, the Village Board of the Village of Tivoli recognizes that there are rules of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our unit of local government. It is the purpose of this chapter to promulgate these rules of ethical conduct for the officers and employees of the Village of Tivoli. These rules shall serve as a guide for official conduct of the officers and employees of the Village of Tivoli. The rules of ethical conduct of this chapter, as adopted, shall not conflict with but shall be in addition to any prohibition of Article 18 of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

§ 20-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

INTEREST — A direct or indirect pecuniary or material benefit accruing to a Village employee or officer as the result of a contract with the Village. For the purposes of this chapter, a Village employee shall be deemed to have an interest in the contract of:

A. Their spouse, minor children and dependents, except a contract of employment with the Village of Tivoli.

B. A firm, partnership or association of which such Village employee or officer is a member or employee.

C. A corporation of which such Village employee or officer is an officer, director or employee.

D. A corporation, any stock of which is owned or controlled directly or indirectly by such Village employee or officer.

MUNICIPAL OFFICERS AND/OR EMPLOYEES — An officer or employee of the Village of Tivoli, whether paid or unpaid, including members of any administrative board, commission or other agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer or civil defense volunteer, except a Fire Chief or an Assistant Fire Chief.

§ 20-3. Standards of conduct.

Every officer or employee of the Village of Tivoli shall be subject to and abide by the following standards of conduct:

A. Gifts. They shall not, directly or indirectly, solicit any gifts having a value of $75 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence them, or could reasonably be expected to influence them, in the performance of their official duties or was intended as a reward for any official action on their part.

B. Confidential information. They shall not disclose confidential information acquired by them in the course of their official duties or use such information to further their personal interest.

C. Representation before municipal agency. They shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of their municipality whereby their compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this subsection shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

D. Representation before one's own agency. They shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which they are an officer, member or employee or of any municipal agency over which they have jurisdiction to which they have the power to appoint any member, officer, or employee.

E. Disclosure of interest in legislation. To the extent that they know thereof, a member of the Village Board and any officer or employee of the Village of Tivoli, whether paid or unpaid, who participates in the discussion or gives official opinion to the Village Board on any legislation before it shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interests they have in such legislation.

F. Investments in conflict with official duties. They shall not invest or hold any investment directly or indirectly in any financial, business, commercial or other private transaction which creates a conflict with their official duties.

G. Private employment. They shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of their official duties.

H. Future employment. They shall not, after termination of service or employment with such municipality, appear before any board or agency of the Village of Tivoli in relation to any case, proceeding or application in which they personally participated during the period of their service or employment or which was under their active consideration.

§ 20-4. Filing of claims.

Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal officer or employee of any claim, account, demand or suit against the Village of Tivoli or any agency thereof on behalf of themselves or any member of the family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

§ 20-5. Distribution of Code of Ethics.

The Mayor of the Village of Tivoli shall cause a copy of this chapter to be distributed to every officer and employee of the Village of Tivoli within 10 days after the effective date of this chapter. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of their office or employment. Failure to distribute any such copy or failure of any officer or employee to receive such copy shall have no effect on the duty of compliance with such code, nor the enforcement provisions thereof.

§ 20-6. Penalties for offenses.

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this chapter may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

VILLAGE OF TIVOLI
Sexual Harassment Policy

Introduction

The Village of Tivoli (the "Village") is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the Village's commitment to a discrimination-free work environment. Sexual harassment is against the law[1] and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with the Village. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

Policy:

1. The Village's policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the Village. In the remainder of this document, the term "employees" refers to this collective group.

2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).

3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The Village will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the Village who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees[2] working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, member of the Village Mayor, the Village Deputy Mayor, and/or the Village's Counsel. All employees, paid or unpaid interns or non-employees who believe they have been a target of

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[1] While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes includeage, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender idenlity and criminal history.

[2] A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.

4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the Village to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.

5. The Village will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. The Village will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

6. All employees are encouraged to report any harassment or behaviors that violate this policy. The Village will provide all employees a complaint form for employees to report harassment and file complaints.

7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Village Mayor, the Village Deputy Mayor, and/or the Village's Counsel.

8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

What Is "Sexual Harassment"?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;

- Such conduct is made either explicitly or implicitly a term or condition of employment; or

- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

<u>Examples of sexual harassment</u>

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.

- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.

- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.

- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

<u>Who can be a target of sexual harassment?</u>

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

<u>Where can sexual harassment occur?</u>

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to a supervisor, manager, the Village Mayor, the Village Deputy Mayor, and/or Counsel for the Village, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The Village cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager, the Village Mayor, the Village Deputy Mayor, and/or the Village's Counsel. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or the Village Mayor, the Village Deputy Mayor, and/or the Village's Counsel.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to the Village Mayor, the Village Deputy Mayor, and/or the Village's Counsel.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Village will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the Village Mayor or its designee will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.

- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.

- Request and review all relevant documents, including all electronic communications.

- Interview all parties involved, including any relevant witnesses;

- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
    - A list of all documents reviewed, along with a detailed summary of relevant documents;
    - A list of names of those interviewed, along with a detailed summary of their statements;
    - A timeline of events;
    - A summary of prior relevant incidents, reported or unreported; and
    - The basis for the decision and final resolution of the complaint, together with any corrective action(s).

- Keep the written documentation and associated documents in a secure and confidential location.

- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.

- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the Village but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at the Village, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time **within one year** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Village does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

In addition, targets of sexual harassment and discrimination in Westchester County, New York, may wish to contact the Westchester County Human Rights Division for assistance in filing a complaint with the appropriate authorities. Contact their office at

112 East Post Road, 3rd Floor, White Plains, New York 10601; call (914) 995-7720; or visit https://humanrights.westchestergov.com/.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

VILLAGE OF TIVOLI
RESOLUTION NO. ___
DATED NOVEMBER __, 2024

RESOLUTION APPROVING SHORT-TERM RENTAL APPLICATION FORM

WHEREAS, the Village Board has approved Law No. 1 of 2024 entitled "**A LOCAL LAW TO ESTABLISH A NEW CHAPTER 180 OF THE CODE OF THE VILLAGE OF TIVOLI TO BE KNOWN AS "SHORT-TERM RENTALS," AND TO AMEND CHAPTER 231 OF THE CODE OF THE VILLAGE OF TIVOLI, ENTITLED "ZONING," REGARDING SHORT-TERM RENTALS AND ACCESSORY DWELLING UNITS TO AMEND THE SITE PLAN REGULATIONS REGARDING ACCESSIBILITY, AND MAKE RELATED AMENDMENTS"** in the form on the file with the Village Clerk; and

WHEREAS, pursuant to § 180-3. Annual Operating Permit, Application, a property owner may obtain an annual operating permit for a short-term hosted rental in the Village of Tivoli; and

WHEREAS, on August 14, 2024, a draft permit application was approved by the Village Board of Trustees; and

WHEREAS, an updated permit application form has been placed on file with the Village Clerk.

NOW THEREFORE BE IT RESOLVED, by the Village Board of Trustees of the Village of Tivoli herby approves the annual operating permit application substantially in the form on file with the Village Clerk.

EXTRACT OF MINUTES

A regular meeting of the Village Board of the Village of Tivoli, Dutchess County, New York was convened in public session at the Village Hall, 86 Broadway, Tivoli, New York 12583 on November __, at 7:00 p.m., local time.

The meeting was called to order by Mayor Griffith, and, upon roll being called, the following members were:

PRESENT:

Joel Griffith	Mayor
Emily Majer	Deputy Mayor
Peter Baldino	Trustee
D. William Shilling	Trustee
Emily Mangieri	Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by ____________________, seconded by ____________________, to wit;

VILLAGE OF TIVOLI
RESOLUTION NO. ___
DATED NOVEMBER __, 2024

RESOLUTION ACCEPTING REVISED DRAFT SHORT-TERM RENTAL APPLICATION FORM

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Joel Griffith	Voting ___
Emily Majer	Voting ___
Peter Baldino	Voting ___
D. William Shilling	Voting ___
Emily Mangieri	Voting ___

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Village of Tivoli, Dutchess County, New York (hereinafter called the "Village") and the custodian of the records of the Village, including the minutes of the proceedings of the Village Board of Trustees, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the __ day of November, 2024 and entitled:

VILLAGE OF TIVOLI
RESOLUTION NO. ___
DATED NOVEMBER __, 2024

RESOLUTION ACCEPTING REVISED DRAFT SHORT-TERM RENTAL APPLICATION FORM

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this __ day of November, 2024.

-SEAL-

____
Robin Bruno
Village Clerk

Village of Tivoli

Web: www.tivoliny.org

1 Tivoli Commons ~ PO Box 397 ~ Tivoli, NY 12583
Building & Zoning Department

Office: 845.757.2021 ~ Fax: 845.757.5416
bizeo@tivoliny.org

ANNUAL STR PERMIT APPLICATION

An annual operating permit is required to operate any short term rental in the Village of Tivoli. These permits shall expire on December 31st of the year they were issued. Please refer to Chapter 180 section 3 for applicable regulations.

Please note it is unlawful to accommodate a short term rental where the owner or designated agent is not on the premises.

An STR is permitted only for a maximum of one (2) bedroom, or (4) in the GB and RB located on a lot with a one family dwelling. In addition, at least one bedroom shall be retained for the exclusive use of the primary resident. The rental period must be offered for less than 30 days.

Please fill in ALL the blanks.

ALL property owners are required to sign the application for it to be considered complete.

Name of all property owners: ____

Mailing Address: ____

Phone Number and email of all property owners: ______________________________

Property Address: ____, Village of Tivoli

Tax Grid #: _ _ _ _ -_ _-_ _ _ _ _ _

ATTACH current deed or latest property tax record evidencing current ownership of the Property

*Identify any uses currently on the property: Home Occupation Class 1: _________ Home Occupation Class 2: _____________ Accessory Dwelling Units:___________

An STR is not permitted in addition to a Class 2 Home Occupation on the same parcel.

ATTACH Floor plan showing all bedrooms in the dwelling and identifying those to be used as an STR, indicating the square footage and ceiling height of bedroom(s) to be used as an STR, indicating all smoke detectors, carbon dioxide detectors and fire extinguishers on each floor, and indicating location of two means of egress from each bedroom.

ATTACH Sketch map sufficient to show the location of all available off-street parking on the lot.

I hereby certify that the rented bedroom contains a functioning smoke detector and two safe means of ingress/egress for as well as a functioning CO detector and functioning fire extinguisher on each floor.

I hereby certify that a primary resident(s) (if different than applicant) will be on the premises for the duration of the rental period. The primary resident(s) is as follows:

NAME: ______________________________

Phone: ______________________________

Email: ______________________________

ATTACH Evidence of payment of the Hotel Occupancy Tax required by Dutchess County for the prior fiscal year.

______________________________ ______________________

Property Owner Signature Date

______________________________ ______________________

Property Owner Signature Date

______________________________ ______________________

Property Owner Signature Date

For clarification see attached excerpts

Primary Resident

I hereby certify that I am a primary resident of the residence listed in this application and that will be staying on the premises for the duration of the rental period.

Name: ____
Phone: ____
Email: ____

Signature: ____

STATE OF ______________)
) ss:
COUNTY OF __________)

On the _____ day of _______________ in the year ________, before me, the undersigned, _________ ________, 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 as and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____
Notary Public

BUILDING DEPARTMENT USE ONLY BELOW THIS LINE

Annual Permit fee amount $______ Received on __________ by ____________________

The Building Inspector certification of review of floor plan, sketch map, and application:

Approved By: ____________________ Denied/Reason: ________________________

Comments (if applicable): ____

____

Starting date January 1, 20__ Ending date: December 31, 20__

Permit Approved: ________________ ________________________________
Date Signature of Zoning Enforcement Officer

Permits Denied: ________________ ________________________________
Date Signature of Zoning Enforcement Officer

Reason(s) for Denial: ____

____

THE OWNER SHALL PROVIDE the permit or registration number of the STR, and the name and contact number of the property owner (where required) (i) in any rental confirmation provided to a prospective occupant; (ii) in a written posting at premises; (iii) in an advertising or listing, the permit of registration number only; (iv) and to any adjacent landowner upon request.

THE OWNER IS RESPONSIBLE FOR POSTING the following at all times during any period of STR use in an open and conspicuous place in the rental unit that shall be readily visible to all guests:

1. STR Permit Number;
2. A copy of the chapter 152 (Noise) of the Tivoli Village Code;
3. A safety/egress plan shall be posted in a visible location inside the STR and on the back of the rented bedroom door.
4. A property map (either survey of the property or a tax map printed from Dutchess County Parcel Access) depicting the property boundaries and notice to guests not to trespass on the neighbors' property;
5. Information identifying location of easily accessible solid waste and recycling facilities, and pickup date(s).

§ 180-3. Annual Operating Permit, Application

A. In accordance with Chapter 231 of the Tivoli Code, unhosted short-term rentals are prohibited in all zoning districts in the Village. This chapter permits issuance of permits for hosted short term rentals.

B. It shall be unlawful for any person to operate, rent, lease, or advertise for rent a hosted short-term rental within the Village of Tivoli without having obtained an annual operating permit for such purpose in accordance with the provisions of this chapter, and without having obtained requisite planning and zoning approvals under Chapter 231, Zoning, if any. Any applicable planning and zoning approvals must be granted prior to the issuance of an annual operating permit.

C. Subject to the conditions set forth in this chapter, a property owner may obtain an annual operating permit where such use is permitted in the Zoning District by Chapter 231, subject to the conditions of Chapter 231.

D. All annual operating permits shall expire on December 31 of the year in which they are issued. Except for an annual operating permit originally issued in the year 2024 which shall expire December 31, 2025.

E. A property owner may apply for renewal for the following calendar year within three months prior to the expiration date. A property owner desiring to operate a hosted short-term rental shall make a written application for an annual operating permit to the zoning enforcement Officer. The application for an annual operating permit shall be made on forms provided by the Village of Tivoli and shall include the information required by this chapter and at least the following:
   1) Name, mailing address, phone number, and email address of all property owners and all primary residents of the property.
   2) Physical address and tax map ID number of the short-term rental property and proof of ownership (current deed or latest property tax record).
   3) The application shall state whether there are any home occupations (and whether Class 1 or Class 2) or accessory dwelling units located on the property.
   4) Floor plan showing all bedrooms in the dwelling and identifying those to be used as a short-term rental, indicating the square footage and ceiling height of bedroom(s) to be a height of at least seven feet, and indicating location of two means of egress from each bedroom.
   5) A Sketch map sufficient to show the location of all available off-street parking on the lot.
   6) Certification that the building in which the short-term rental room(s) are located contains functioning smoke and carbon monoxide detectors as well as a functioning fire extinguisher on each floor, and two means of ingress/egress for each rented bedroom as defined in Chapter 98 of the Village Code.
   7) A certification in a form acceptable to the Village signed and notarized by the primary resident attesting to the fact that the property is their primary residence and the primary resident will reside on the property during the rental period.
   8) The application shall be signed by all the property owners.

9) Payment of the nonrefundable permit fee in accordance with the fee schedule established and periodically reviewed by resolution of the Village Board of Trustees.

F. In addition to the application and information required pursuant to subdivision C above, an applicant for an annual operating permit shall provide the following documentation along with the application:
   1) Hotel Occupancy Tax. For any renewal application, evidence of payment of the Hotel Occupancy Tax required by Dutchess County for the prior fiscal year shall be submitted.
   2) The Building Inspector shall verify that the property described in the application is consistent with the records of the Village and Certificate of Occupancy.
   3) If the structure to be used as the hosted short-term rental is the subject of a pending building permit or does not have a current certificate of occupancy, the building inspector may require an inspection for compliance with applicable requirements of the NYS Uniform Fire Prevention and Building Code. Alternatively, the inspection may be conducted by a New York State licensed engineer or architect hired by the applicant.
   4) Proof of payment of the annual fee.

G. Any owner of a parcel in the Village with a short-term rental permit shall not be permitted to obtain a second short-term rental permit.

H. The Village Board shall establish by resolution the maximum number of short-term rental permits that may be issued in any year.

§ 180-4. SHORT-TERM RENTAL Operating Standards and Supplemental Regulations. The following regulations apply to all short-term rentals.

A. It shall be unlawful to use, establish, maintain, operate, rent or lease any property as a short-term rental unless the primary resident identified as such in the application is staying at all times at the premises and not an accessory dwelling unit during the rental period.

B. Hosted short-term rentals shall only be permitted in a one family dwelling.

C. Only the owner(s) of the property containing a proposed hosted short-term rental may apply for a short-term rental permit.

D. Hosted short-term rentals may be rented not more than an aggregate of 60 days per calendar year with the exception of the GB and RB where there shall be no limit.

E. Annual Permit Holders are only permitted to rent up to a maximum of two (2) bedrooms within the dwelling with the exception of the GB and RB where a maximum of four (4) bedrooms may be rented.

F. At least one (1) bedroom in the dwelling shall be retained for the exclusive use of the primary resident.

G. Annual operating permits for a short-term rental are specific to the designated owner and property and cannot be transferred to other owners or properties.

H. An annual operating permit shall not be issued to any owner or for any property with an outstanding notice of violation under the Village of Tivoli Code, nor to any owner or property with a permit that was suspended or revoked and remains uncured, or that was suspended or revoked two or more times during the two-year period preceding the year applied for.

I. No recreational vehicle, bus, camping or travel trailer, or temporary housing, including but not limited to a tent or treehouse, shall be used as a short-term rental.

J. If the structure to be used as the short-term rental is the subject of a pending building permit or does not have a current certificate of occupancy, the building inspector may require an inspection for compliance with applicable requirements of the NYS Uniform Fire Prevention and Building Code. Alternatively, the inspection may be conducted by a New York State licensed engineer or architect hired by the applicant.

K. A maximum of 2 guests are permitted per bedroom (children under 12 years of age shall not count towards this maximum).

L. The parking spaces required by the Zoning Law must be available for use by the short-term rental tenants.

M. All short-term rentals shall comply with all applicable provisions of the Village Code.

N. A hosted short-term rental may not be permitted in addition to a Class 2 Home Occupation on the same parcel.

O. The owner of a short-term rental shall provide the permit number of the short-term rental, and the name and contact number of the property owner and, if different, the primary resident(i) in any rental confirmation provided to a prospective occupant; (ii) in a written posting at the premises; (iii) in any advertising or listing, the permit number only. Permit number, date of issue, owner name and, if applicable, primary resident name, are publicly available.

P. Short-term rental owners shall post a copy of the following in an open and conspicuous place in the rental unit that shall be readily visible to all guests:
    1) Short-term rental Permit or Registration Number.
    2) A copy of the most recent short-term rental information pamphlet issued by the village regarding quiet hours, nuisance gatherings, and other matters determined from time to time by the Village.
    3) A safety/egress plan shall be posted in a visible location inside the short-term rental and on the back of each bedroom door offered for rent.
    4) A property map (either a survey of the property or a tax map printed from Dutchess County Parcel Access) depicting property boundaries and notice to guests not to trespass on neighbors' property.
    5) Information identifying location of easily accessible solid waste and recycling facilities, and pickup date(s).

Q. Facilities to handle solid waste, including recycling, shall be made available to short-term rental guests and shall be easily accessible, secure and screened from adjacent properties. failure to adequately provide for and dispose of refuse shall be a violation of this chapter.

R. Each short-term rental owner shall be required to maintain a record of all short-term rental rentals, which shall be available for inspection by the zoning enforcement officer upon request. The record shall be a true and accurate record of the use of the short-term rental and shall include the dates and total number of days rented, and number of guests. Each owner shall retain such records for a minimum of three (3) years.

S. Occupancy Taxes. The property owner shall be responsible for payment of the Hotel Occupancy Room Tax to Dutchess County either directly or through Airbnb or other platforms if applicable, and for collecting and remitting all applicable occupancy and sales taxes required by state law and/or County local law. Failure to pay all required taxes shall be a violation of this Chapter. The Village may transmit permit information to Dutchess County for enforcement purposes.

T. If the short-term room rental is advertised, the short-term rental permit number must be included in the listing.

§ 180-65 Enforcement and Administration

A. Violations. Any of the following shall constitute a violation of this chapter:

1) Failure to comply with any provision of this chapter.
2) Advertising or listing a short-term rental without a valid permit, or without including the permit number on the advertising or listing, or advertising or listing a short-term rental for a greater occupancy than permitted.
3) Operation of a short-term rental without a valid permit or for a greater occupancy than permitted.
4) Failure to properly display a valid annual operating permit or the required safety/egress plan, waste management plan, copy of the village's short-term rental information pamphlet, and property map when required by Chapter 180.
5) Fraud or misrepresentation with respect to any information provided to the Village in connection with the short-term rental application or its operation.
6) Violation of Chapter 151, Noise or Chapter 153, Nuisances.
7) Activity at the property that creates a public nuisance, or otherwise constitutes a danger to the public health, safety, welfare or morals in violation of § 153 of the Village Code, Nuisances.

B. Suspension or Revocation of a Permit

1) A notice of violation may be issued by the Zoning Enforcement Officer or Building Inspector for any violation of Chapter 180. The notice of violation shall describe the violation and require the permit holder to immediately correct the violation or cause the violation to be corrected.
2) The notice of violation shall be provided to the permit holder by personal service, by regular mail to the address submitted with the permit application, or by posting at the short-term rental address.
3) Failure to correct the violation or cause the violation to be corrected shall be grounds for immediate suspension or revocation of the permit.

4) A permit holder shall be entitled to request a hearing on suspension or revocation before the Village Mayor or other hearing officer designated by the Mayor, upon application made to the Village Clerk demonstrating that the permit holder was not in violation of the permit. Any suspension or revocation remains in effect unless modified by the hearing officer. The hearing officer shall hold a hearing to determine whether to reverse the suspension or revocation within 30 days of written request.
5) Notwithstanding the above, in the event the zoning enforcement officer determines that the short-term rental is unsafe and presents an immediate hazard to those on the premises, they may immediately suspend an annual operating permit.

C. Enforcement

1) The requirements established by this chapter shall be administered and enforced by any law enforcement agency that has jurisdiction in the Village of Tivoli ("police officers"), the Village of Tivoli Zoning Enforcement Officer, Code Enforcement Official/Building Inspector and Village Attorney or his/her designee and such other employees and/or officials authorized by the Village Board.
2) In addition to any administrative remedy, pursuant to the provisions of Municipal Home Rule Law, § 10, Subdivision 4(a), and the Criminal Procedure Law, § 150.10, Police Officers, the Zoning Enforcement Officer and Code Enforcement Official/Building Inspector of the Village of Tivoli are hereby authorized to issue and serve appearance tickets, as defined in the Criminal Procedure Law, returnable in Village Court of the Village of Tivoli, when he or she has reasonable cause to believe a person has violated, in his or her presence, Chapter 180 of the Code of the Village of Tivoli, entitled "Short Term Rentals," and to prosecute the violation in Village Court.

D. Penalties for offenses.

1) Violation of any provision or requirement of this chapter or violation of any statement, application, or permit approved under the provisions of this chapter shall be considered an offense punishable by a fine of not more than \$250 and/or imprisonment for not more than six months for a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine of not less than \$250 nor more than \$500 and/or imprisonment for not more than six months; and upon conviction for a third or subsequent time within a period of five years, punishable by a fine of not less than \$500 nor more than \$1,000 and/or imprisonment for a period of not more than six months.
2) The owner, agent, or operator of a building, premises or part thereof where such violation has been committed or does exist and any agent, corporation or other person who commits, takes part or assists in such violation shall be individually liable for such an offense. All such penalties shall be collectible by and in the name of the Village. Each and every week that any such violation continues after notification that such violation exists shall constitute a separate chargeable offense. Such initial notice and subsequent notice shall be given in accordance with § 180-6(B) herein.

3) Conviction of a violation of this chapter shall constitute and effect an immediate forfeiture of any permit hereunder held by the person so convicted.
4) Without limiting any other remedy, the Village Board may also maintain an action or proceeding in the name of the Village in a court of competent jurisdiction to compel compliance with, or to restrain by injunction the violation of, this chapter.

§ 6.4. Article V (Supplementary Regulations) of Chapter 231 of the Code is hereby amended by inserting a new Section 231-41.1 to read as follows:

§ 231-41.1. Short-Term Rentals

Short-term rental uses are subject to the following regulations in addition to all other requirements of the Code.

A. A hosted short-term rental is allowed only as an accessory use to a one-family dwelling in the zoning district where permitted by § 231-21 of this chapter.

B. A hosted short-term rental is permitted only for a maximum of two (2) or, in the GB and RB only, four (4) bedrooms, located on a lot with a one family dwelling on a structure or lot which has at least one additional bedroom.

C. A short-term rental shall only be used for overnight accommodation for transient residential occupancy. Activities other than residential occupancy (such as events, gatherings, luncheons, banquets, parties, weddings, meetings, or similar activities) are not permitted. No restaurant may be operated. Meals served to permitted occupants of the short-term rental as in a typical "bed and breakfast" are permitted.

D. A short-term rental is not to be permitted in addition to a class 2 home occupation on the same parcel.

E. No recreational vehicle, bus, camping or travel trailer, or temporary housing, including but not limited to a tent or treehouse, shall be used as a short-term rental. Outdoor storage of recreational vehicles, buses or trailers, including those driven by guests, shall be consistent with all applicable provisions of the Zoning Law, including but not limited to § 231-34 thereof.

F. The short-term rental shall not exceed the number of bedrooms that are shown in the approved certificate of occupancy or for preexisting occupied structures, the property tax record, or shall otherwise demonstrate compliance with all applicable requirements of the Dutchess County Sanitary Code including issuance of and compliance with any required approval or permit of the Dutchess County Department of Behavioral and Community Health regarding on-site sanitary sewage or water supply facilities.

G. A short-term rental shall be incidental and secondary to the use of the dwelling unit for residential purposes. It shall be conducted in a manner which does not give the outward appearance of a business, does not infringe on the right of neighboring residents to enjoy the peaceful occupancy of their residential premises, and does not alter the residential character of the property or the neighborhood. No alteration to either the exterior or the interior of any principal dwelling shall be made that changes the residential character and appearance of the premises.

H. All short-term rentals require an annual operating permit from the zoning enforcement officer pursuant to Chapter 180 of the Village Code prior to the commencement of the accessory use.

§ 231-4. HOME OCCUPATION

Any limited personal service, professional service, or business use customarily conducted within a dwelling or customary accessory building and carried on by the residents thereof, which is clearly incidental and secondary to the use of the premises for residential purposes and does not alter the residential character thereof, and which use shall be fully consistent with the use limitations stated in § 231-31 of this chapter. The term "home occupation" shall include the provision of day-care services for six or fewer children, as defined by New York State, who are not residents of the dwelling. The term "home occupation" shall not include short-term rentals as defined herein.

§ 231-31. Home occupations.

[Amended 5-11-1998 by L.L. No. 1-1998; 12-21-2016 by L.L. No. 1-2017]

A. Purpose. The conduct of small-scale, low-impact home occupations, as defined in § 231-4 of this chapter, shall be permitted on residential premises under the provisions of this section. It is the intent of this section to:

   (1) Ensure the compatibility of home occupations with other uses;

   (2) Maintain and preserve the historic character of the Village; and

   (3) Allow residents to engage in gainful employment on their properties while avoiding excessive noise, traffic, nuisance, fire hazard, and other possible adverse effects of nonresidential uses.

B. A home occupation shall be incidental and secondary to the use of a dwelling unit for residential purposes. It shall be conducted in a manner which does not give the outward appearance of a business, does not infringe on the right of neighboring residents to enjoy the peaceful occupancy of their dwelling units, and does not alter the residential character of the neighborhood. Any new construction undertaken to accommodate the home occupation activity shall be wholly consistent with the character of a residential premises.

C. A home occupation may only be conducted within a dwelling unit which is a residence of the principal practitioner of the occupation or in an accessory building thereto which is normally associated with the residential use.

D. For purposes of this chapter:

   (1) A home occupation that is consistent with the provisions of this section shall be classified as a Class 1 home occupation if:

      (a) It occurs fully within the dwelling unit.

(b) It employs no nonresident employees.

(c) It has no temporary or longer-term open storage of materials or equipment used in connection with the home occupation.

(d) The volume of clients or guests who visit the home occupation is less than six per day.

(e) The volume of truck deliveries or truck traffic to the home occupation is less than one per day averaged over a week.

(2) All other home occupations shall be classified as Class 2 home occupations, which may only be authorized by special use permit in accordance with Article VIII of this chapter.

(3) A Class 2 home occupation may employ a maximum of one nonresident employee.

(4) For multifamily dwellings, each dwelling unit shall be permitted a single Class 1 home occupation. No Class 2 home occupations shall be permitted.

E. For one-family and two-family dwellings, not more than two home occupations, whether Class 1 or Class 2, may occur on a single lot, with Subsections F, G, and J below applying to either a single home occupation or the aggregate of the two home occupations occurring on the lot.

F. A home occupation that is located wholly within a dwelling unit shall occupy no more than 500 square feet of floor area or 25% of the floor area of the dwelling on the premises, whichever shall be the more restrictive.

G. A home occupation that is located partially or entirely within an accessory structure shall occupy no more than a total of 1,300 square feet of floor area, except in the R-15,000 District, where such home occupation shall occupy no more than a total of 500 square feet.

H. Except for articles produced on the premises and other articles customarily associated with the product made or the service provided on the premises, no stock-in-trade shall be displayed or sold on the premises, nor shall any item be available for rental.

I. Open storage of equipment or materials used in the home occupation may be authorized for a Class 2 home occupation but shall not be permitted in the front yard of the premises, shall meet the setback requirements for accessory buildings in the district in which it is located, shall occur as inconspicuously as practicable on the lot, and shall be effectively screened year round from a public road and any abutting residential property by intervening landform, evergreen vegetation, or fencing.

J. One off-street parking space per nonresident employee shall be provided, and a maximum of two off-street parking spaces shall be permitted to serve all home occupations on the lot.

K. No sign or other device for advertising or notification purposes of any kind shall be permitted for a home occupation.

L. No sharing, letting or subletting of space for use by nonresidents of the dwelling unit in the conduct of their profession, trade or business shall be permitted.

M. In no case shall a home occupation be open to the public earlier than 8:00 a.m. or later than 8:00 p.m.

N. Electrical or mechanical equipment that creates visible or audible interference in radio, telephone, internet, or television receivers, causes fluctuations in line voltage outside the dwelling unit, or creates noise not normally associated with residential uses is prohibited.

O. Toxic substances used in home occupations must be properly stored, properly collected and/ or properly disposed of at specially designated toxic waste sites.

P. A special permit granted for a Class 2 home occupation shall expire when the occupation changes or the property is sold.

Q. The above notwithstanding, because of parking requirements and the potential for noise, odors, traffic congestion and other issues of land use compatibility, the following uses are specifically prohibited from consideration as a permitted (Class 1) or special permit (Class 2) home occupation under this chapter:

(1) Ambulance service.

(2) Taxi, limousine or similar service with more than one such vehicle used in the service.

(3) Motor-vehicle-related businesses, including painting, parts, sales, upholstery, detailing or washing services.

(4) Motor boat sales and/or service.

(5) Commercial servicing of construction equipment, including, but not limited to, backhoes, bulldozers and trucks.

(6) Beauty salons and barbershops with more than one chair.

(7) Places of worship and places of public assembly.

(8) Restaurants, delicatessens, bars and taverns.

(9) Construction companies, building contractors, home builders, or general contractors, with any employees or more than one vehicle and small trailer used in the business, as defined by § 231-4 and subject to the provisions of § 231-34.

(10) Landscape contractors with any employees or more than one vehicle and small trailer used in the landscape business, as defined by § 231-4 and subject to the provisions of § 231-34.

(11) Dancing, art, martial arts, and similar group instruction activity when serving more than six students per class.

(12) Group band instrument instruction.

(13) Nursery schools or day-care facilities, as defined in § 231-4 of this chapter.

(14) Personal service establishments, licensed by the New York State Education Department, serving more than one customer at a time.

(15) Nursing or convalescent homes, as defined in § 231-4 of this chapter.

VILLAGE OF TIVOLI

RESOLUTION NO. ______
DATED NOVEMBER ___, 2024

RESOLUTION AUTHORIZING THE EXECUTION OF RIDER 1 TO AN INTERMUNICIPAL AGREEMENT WITH DUTCHESS COUNTY WATER & WASTEWATER REGARDING OPERATION, MAINTENANCE AND IMPROVEMENT OF THE VILLAGE'S WATER AND SEWER SYSTEMS

WHEREAS, the Village of Tivoli ("Village") and Dutchess County Water & Wastewater Authority ("DCWWA") have entered into an Intermunicipal Agreement for the Operation, Maintenance and Improvement of the Village's Water and Sewer Systems dated as of February 27, 2019 (the "Service Agreement"); and

WHEREAS, the Board of Trustees of the Village of Tivoli has determined that entering into a Rider 1 to amend and supplement the Service Agreement is in the best interests of the Village; and

WHEREAS, the Board of Trustees has determined that the proposed amendment is best described as a local legislative decision concerning routine administration and management constituting a "Type II" action, not requiring review under the State Environmental Quality Review Act ("SEQRA");

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Village of Tivoli, Dutchess County, New York (by the favorable vote of not less than a majority of all of the members of the Board) as follows:

1. The Mayor, or in his absence or unavailability the Deputy Mayor, is hereby authorized and directed to execute Rider 1 to the Service Agreement in substantially the form on file with the Village Clerk, with such changes as shall be approved by the Mayor and which do not materially affect the substance thereof.

2. The Mayor, the Village Clerk, and the Village's other officers, employees and agents are hereby authorized and directed for, and in the name and on behalf of the Village, to do all acts and things required or provided by the provisions of the Intermunicipal Agreement.

3. This resolution shall take effect immediately.

EXTRACT OF MINUTES

A special meeting of the Village Board of the Village of Tivoli, Dutchess County, New York was convened in public session at the Village Hall, 86 Broadway, Tivoli, New York 12583 on November __, 2024 at 7:00 p.m., local time.

The meeting was called to order by Mayor Griffith, and, upon roll being called, the following members were:

PRESENT:

Joel Griffith	Mayor
Emily Majer	Deputy Mayor
D. William Shilling	Trustee
Peter Baldino	Trustee
Emily Mangieri	Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by Trustee ____, seconded by Trustee ____, to wit;

RESOLUTION NO. _______
DATED NOVEMBER ___, 2024

RESOLUTION AUTHORIZING THE EXECUTION OF RIDER 1 TO AN INTERMUNICIPAL AGREEMENT WITH DUTCHESS COUNTY WATER & WASTEWATER REGARDING OPERATION, MAINTENANCE AND IMPROVEMENT OF THE VILLAGE'S WATER AND SEWER SYSTEMS

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Joel Griffith	Voting ___
Emily Majer	Voting ___
D. William Shilling	Voting ___
Peter Baldino	Voting ___
Emily Mangieri	Voting ___

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Village of Tivoli, Dutchess County, New York (hereinafter called the "Village ") and the custodian of the records of the Village, including the minutes of the proceedings of the Village Board of Trustees, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the ___th day of November, 2024 and entitled:

RESOLUTION NO. _______
DATED NOVEMBER ___, 2024

RESOLUTION AUTHORIZING THE EXECUTION OF RIDER 1 TO AN INTERMUNICIPAL AGREEMENT WITH DUTCHESS COUNTY WATER & WASTEWATER REGARDING OPERATION, MAINTENANCE AND IMPROVEMENT OF THE VILLAGE'S WATER AND SEWER SYSTEMS

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this __ day of November, 2024.

-SEAL-

____

Robin Bruno
Village Clerk

RIDER 1 to
INTERMUNICIPAL AGREEMENT BETWEEN THE VILLAGE OF TIVOLI OF AND DUTCHESS COUNTY WATER & WASTEWATER AUTHORITY FOR THE OPERATION, MAINTENANCE AND IMPROVEMENT OF THE VILLAGE'S WATER AND SEWER SYSTEMS

THIS RIDER 1 ("Rider 1") is made as of the ___ day of November, 2024, between the **VILLAGE OF TIVOLI**, a New York municipal corporation with offices at 86 Broadway, Tivoli, New York 12583 (the "**VILLAGE**"), and **DUTCHESS COUNTY WATER & WASTEWATER AUTHORITY,** a New York public benefit corporation, with its principal office at ~~27 High Street~~1 LaGrange Avenue, Poughkeepsie, New York 1260~~2~~3 ("**DCWWA**").

WHEREAS, the Village and DCWWA have entered into an Intermunicipal Agreement for the Operation, Maintenance and Improvement of the Village's Water and Sewer Systems dated as of February 27, 2019 (the "Service Agreement"); and

WHEREAS, pursuant to the Service Agreement, DCWWA has agreed to perform certain services in connection with the proposed sewer system capital project as more specifically described in the annexed Schedule C, Scope of Services, section I(B)(2) attached to the Service Agreement, with the actual, substantiated and approved project costs within the amount of the project budget prepared by DCWWA and approved by the Village, as amended from time to time, to be paid from the financing to be undertaken by the Village; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to supplement the Service Agreement as follows:

1. The Village has authorized the issuance of its short term obligations to New York State Environmental Facilities Corporation ("NYS EFC") for the purpose of financing a portion of the Project costs as described in a Project Financing Agreement dated as of November 14, 2024 (the "PFA") for project C3-5304-03-00.

2. Attached hereto at Schedule A is an estimate of capital project costs incurred and expected to be incurred for services of DCWWA for the sewer system project as described in Schedule C, Scope of Services. Such estimate may be further modified and approved by DCWWA and the Village from time to time in the manner described in the Service Agreement for modifying the overall project budget.

3. The NYS EFC mandatory terms and conditions attached hereto at Schedule B are hereby incorporated into the Service Agreement as if fully set forth therein. The DCWWA agrees to comply with such terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Rider 1 as of the day and year first above written.

VILLAGE OF TIVOLI

By: ___________________________________
Joel R. Giffith, Mayor

DUTCHESS COUNTY WATER & WASTEWATER AUTHORITY

By: ___________________________________
Jonathan Churins, Executive Director

EXECUTION PAGE FOR RIDER 1 to
INTERMUNICIPAL AGREEMENT BETWEEN THE VILLAGE OF TIVOLI OF AND DUTCHESS COUNTY WATER & WASTEWATER AUTHORITY FOR THE OPERATION, MAINTENANCE AND IMPROVEMENT OF THE VILLAGE'S WATER AND SEWER SYSTEMS

SCHEDULE A

DCWWA PROJECT SERVICES ESTIMATE

CWSRF Project Number: C3-5304-03-00

PROFESSIONAL SERVICES – IMPROVEMENTS TO THE VILLAGE OF TIVOLI'S SEWER SYSTEM PROJECT

The Dutchess County Water and Wastewater Authority is proposing to utilize the professional services of its employees, as listed, to perform project management and oversight for the Village of Tivoli's Wastewater Collection and Treatment System Project:

- Jonathan Churins — Title: Executive Director
- Gary Banks, P.E. — Title: Project Manager
- Michael J. Keating, P.E. — Title: Clerk of the Works
- Edward J. Mills — Title: Project Facilitator
- Vanessa Kichline — Title: Project Facilitator
- Carol Falcone — Title: Contract Specialist

The work to be performed will be pursuant to Schedule C, Scope of Services, section I(B)(2) of the Intermunicipal Agreement (IMA) between the Village of Tivoli and DCWWA for the Operation, Maintenance, and Improvement of the Village's Water and Sewer Systems.

The work period commences with the IMA execution date of 2/27/2019 and continues through 3/3/2029.

The total estimated costs of Professional Services Work for the Village of Tivoli Wastewater Project, incurred and expected to be incurred, is $400,000. Professional Services capital costs are charged to the project on an hourly basis for the work performed.

Submitted by:

Date: 2024/11/04

Jonathan Churins,

Executive Director

SCHEDULE B

NYS EFC MANDATORY TERMS AND CONDITIONS

NEW YORK STATE | Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Terms and Conditions

For Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund

Identify Contract Type prior to Advertisement for Bid:

- ☐ **Construction**
  - ☐ **Treatment Works and Drinking Water Projects**
  - ☐ **Non-Treatment Works**
- ■ **Non-Construction**

Effective October 1, 2023

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than $10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

***Contracts Meeting Article 15-A Thresholds** means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:*

a) Non-Construction Provider Contracts greater than $25,000;
b) Non-Construction Provider Contracts that are initially under $25,000 but subsequent change orders or contract amendments increase the Contract value to above $25,000;
c) Construction Contracts greater than $100,000; and,
d) Construction Contracts that are initially under $100,000 but subsequent change orders or contract amendments increase the Contract value to above $100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.

2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.

3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.

4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of $10,000, as those terms are defined therein.

5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.

C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.

D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.

E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

G. ***For construction contracts in excess of $10,000***, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.

H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet , if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to $50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. ***New York State certified MWBE participation goals for this contract are 20%.*** For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
   a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
   b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
   c. NYS Intermunicipal Grants that are also receiving EFC financing.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at https://ny.newnycontracts.com.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.

   a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
   b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

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

4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.

5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

2. Liquidated damages shall be calculated as an amount not to exceed the difference between:

    a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
    b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to all Construction Contracts and Subcontracts

A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

   In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp .

C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as Attachment 2 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than $2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification 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 classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall 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. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm . Wage determinations may be obtained from the US Department of Labor's website, https://beta.sam.gov/ .

(ii)(A) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore 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;
2. The classification is utilized 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) 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), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request 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.

(C) 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 shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall 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.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) 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, 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.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, 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.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/forms or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

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 of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, 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 may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall 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 shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

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 Recipient, 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of $100,000:

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 paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 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 paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of $100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 3, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan

NEW YORK STATE | Environmental Facilities Corporation

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in ESD's MWBE Directory. A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the Mandatory Terms and Conditions or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		**County:**	
Project No.:	**GIGP No.:**	**Contract ID:**	**Registration No. (NYC only):**
Minority Business Officer:		**Email:**	**Phone #:**
Address of MBO:			
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			**Date:**

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			**Contract Type:** ☐ Construction ☐ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE <u>or</u> WBE.				
Address:		**Phone #:**	**Fed. Employer ID #:**	
Description of Work:			**Email:**	
Award Date:	**Start Date:**	**Completion Date:**	**MWBE GOAL Total**	**PROPOSED MWBE Participation**
Total Contract Amount: $ **MWBE Eligible Contract Amount: $** (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			**Total:** % $	**Total:** % $

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is:	☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:		
NYS Certified M/WBE Subcontractor Info		**Contract Amount:**	**For EFC Use:**
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker %___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued		
Business Name:	**Fed. Employer ID#:**	
Address:	**Phone #:**	
Scope of Work:	**Email:**	
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**	
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**	
Full Contract Amount: $		
Business Name:	**Fed. Employer ID#:**	
Address:	**Phone #:**	
Scope of Work:	**Email:**	
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**	
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**	
Full Contract Amount: $		
Business Name:	**Fed. Employer ID#:**	
Address:	**Phone #:**	
Scope of Work:	**Email:**	
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**	
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**	
Full Contract Amount: $		
Business Name:	**Fed. Employer ID#:**	
Address:	**Phone #:**	
Scope of Work:	**Email:**	
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**	
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**	
Full Contract Amount: $		

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. **Name** (Please Type):	**Date:**

Attachment 2 – AIS Contractor's Certification

NEW YORK STATE | Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION

FOR CONSTRUCTION CONTRACTS FUNDED THROUGH

THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE

NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: ____________________

Contractor's Name: ____________________

Contract ID: ____________________

SRF Project No.: ____________________

SRF Recipient Name: ____________________

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: ____________________

Name (print): ____________________

Title: ____________________

Date: ____________________

Attachment 3 – Lobbying Certification

NEW YORK STATE | Environmental Facilities Corporation

New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.:
Recipient:
Project Description:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:
Name:
Title:
Company Name:
Date:
Contract ID:

VILLAGE OF TIVOLI
RESOLUTION NO. _____
DATED NOVEMBER 20, 2024

RESOLUTION AWARDING PLANNER CONTRACT

WHEREAS, The Village Board solicited proposals pursuant to a request for proposals (the "RFP") from qualified professional planners to provide professional planning services to the Village including Planning Board and ZBA; and

WHEREAS, the deadline to submit responses to the RFP was October 28, 2024; and

WHEREAS, after review of the (4) responses received, the Village Board has determined that entering into a contract with the firm of Nelson, Pope, & Voorhis, LLC ("NPV") would be in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED, by the Board and Trustees of the Village of Tivoli (by the favorable vote of not less than a majority of all of the members of the Board) as follows:

1. Mayor Griffith, or in his absence or unavailability Deputy Mayor Majer, is hereby authorized and directed to accept the foregoing proposal for the Project and execute a contract in substantially the form provided by the RFP, as shall be satisfactory to the officer executing the same, and subject to the provision of a certificate of insurance and such further documentation as required by the RFP.
2. This resolution shall take effect immediately.

EXTRACT OF MINUTES

A regular meeting of the Village Board of the Village of Tivoli, Dutchess County, New York was convened in public session at the Village Hall, 86 Broadway, Tivoli, New York 12583 on November 20, 2024, at 7:00 p.m., local time.

The meeting was called to order by Mayor Griffith, and, upon roll being called, the following members were:

PRESENT:

Joel Griffith	Mayor
Emily Majer	Deputy Mayor
Peter Baldino	Trustee
Emily Mangieri	Trustee
D. William Shilling	Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by ____________________, seconded by ____________________, to wit;

VILLAGE OF TIVOLI
RESOLUTION NO. _____
DATED NOVEMBER 20, 2024

RESOLUTION AWARDING PLANNER CONTRACT

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Joel Griffith	Voting ___
Emily Majer	Voting ___
Peter Baldino	Voting ___
Emily Mangieri	Voting ___
D. William Shilling	Voting ___

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Village of Tivoli, Dutchess County, New York (hereinafter called the "Village") and the custodian of the records of the Village, including the minutes of the proceedings of the Village Board of Trustees, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the 20th day of November, 2024 and entitled:

VILLAGE OF TIVOLI
RESOLUTION NO. ____
DATED NOVEMBER 20, 2024

RESOLUTION AWARDING PLANNER CONTRACT

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this __ day of November 2024.

-SEAL-

____
Robin Bruno
Village Clerk

VILLAGE OF TIVOLI
RESOLUTION NO. ___
DATED NOVEMBER 20, 2024

RESOLUTION AUTHORIZING ELECTRICAL CONTRACT FOR MEMORIAL PARK

WHEREAS, pursuant to authorization of the Board of Trustees, proposals were solicited for electrical work at Memorial Park, substantially in accordance with the request for proposals on file with the Village Clerk ("Project"), and the Board has received and reviewed three proposals; and

WHEREAS, after a review of the proposals received, a summary of which is on file with the Village Clerk, the Mayor has recommended approval of the proposal of Legget Electric, Inc., with a lump sum cost of $18,150 and such other terms and conditions as specified in the Contract for Public Work (the "Contract"), a form of which is on file with the Village Clerk; and

WHEREAS, the Project is best described as replacement in kind constituting a "Type II" action, not requiring further review under the State Environmental Quality Review Act ("SEQRA").

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Village of Tivoli (by the favorable vote of not less than a majority of all of the members of the Board) as follows:

1. Mayor Griffith, or in his absence or unavailability Deputy Mayor Majer, is hereby authorized and directed to accept the foregoing proposal of Legget Electric, Inc. for the Project and to execute a contract in the form provided by the specifications, subject to the provision of a certificate of insurance and such further documentation as required by the RFP.
2. This resolution shall take effect immediately.

EXTRACT OF MINUTES

A regular meeting of the Village Board of the Village of Tivoli, Dutchess County, New York was convened in public session at the Village Hall, 86 Broadway, Tivoli, New York 12583 on November 20, 2024 at 7:00 pm local time.

The meeting was called to order by Mayor Griffith, and, upon roll being called, the following members were:

PRESENT:

Joel Griffith	Mayor
Emily Majer	Deputy Mayor
Peter Baldino	Trustee
Emily Mangieri	Trustee
D. William Shilling	Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by__________, seconded by _____________, to wit;

VILLAGE OF TIVOLI
RESOLUTION NO. ___
DATED NOVEMBER 20, 2024

RESOLUTION AUTHORIZING ELECTRICAL CONTRACT FOR MEMORIAL PARK

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Joel Griffith	Voting ___
Emily Majer	Voting ___
Peter Baldino	Voting ___
Emily Mangieri	Voting ___
D. William Shilling	Voting ___

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Village of Tivoli, Dutchess County, New York (hereinafter called the "Village ") and the custodian of the records of the Village, including the minutes of the proceedings of the Village Board of Trustees, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the 20th day of November, 2024 and entitled:

VILLAGE OF TIVOLI
RESOLUTION NO. ___
DATED NOVEMBER 20, 2024

RESOLUTION AUTHORIZING ELECTRICAL CONTRACT FOR MEMORIAL PARK

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this __ day of November 2024.

-SEAL-

____
Robin Bruno
Village Clerk

CONTRACT FOR PUBLIC WORK
(Payment on Completion)
Tivoli Memorial Park Electrical Installation Project (2024 Contract)

THIS CONTRACT, entered into this ____ day of __________, 2024, by and between the Village of Tivoli, Dutchess County, NY, with its office situate at the Historic Watts dePeyster Hall, 86 Broadway, Tivoli, NY 12571, a municipality of the State of New York (the **"Municipality"**), and Leggett Electric, Inc., a corporation organized under the laws of the State of New York, with its address as stated on the execution page of this Contract (the **"Contractor"**).

WITNESSETH, that in consideration of the mutual agreements set forth in this Contract and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. <u>WORK TO BE DONE AND CONSIDERATION.</u>

The Contractor's work shall consist of all necessary labor, materials, tools and equipment to install or construct **<u>Tivoli Memorial Park Electrical Installation Project (2024)</u> (the "Project")** in accordance with the Specifications attached as **Exhibit B** and hereby incorporated in this Contract, at a lump sum price of **Eighteen Thousand One Hundred and Fifty and no/100's Dollars ($18,150.00)**. The Contractor shall procure and pay for all permits and licenses necessary for the work at its own expense. The extent of any alternate work will be determined by notice to proceed executed by the Municipality.

The Contractor is not authorized to subcontract with any other person or entity for the purposes described in this Contract without prior written authorization from the Municipality which may be withheld in its discretion. In the event that Contractor is authorized to subcontract for services, all subcontractors shall be bound by the provisions of this Contract. This Contract is not assignable by the Contractor without the prior written consent of the Municipality which may be withheld in its discretion.

2. <u>COMPLETION.</u>

The work under this Contract shall commence within 45 days of notice to proceed. Contractor will give the Village at least 5 business days' notice of the date of mobilization and work on site will be completed within 30 days of mobilization. Time of completion is of the essence in this Contract.

3. <u>PAYMENT TO CONTRACTOR ON COMPLETION.</u>

Promptly upon completion of the Project in accordance with the Specifications and acceptance of completion by the Municipality's Engineer, the Contractor shall submit a voucher to the Village Treasurer using the standard form of the Municipality. Payment shall be made for accepted completed work within 45 days of receipt of a voucher by the Municipality after approval and acceptance by the Municipality's Board of Trustees in accordance with the Municipality's audit procedures. No partial payments will be made.

When submitting a voucher for payment, the Contractor and each and every Subcontractor of the

Contractor or a Subcontractor must file a statement in writing, in form satisfactory to the Municipality, certifying to the amounts then due and owing from the Contractor or Subcontractor filing the statements to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. The statement must set forth the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each, respectively. The Contractor or Subcontractor must verify by oath that they have read the statement subscribed by them and knows the contents thereof, and that it is true as of their own knowledge.

The Municipality reserves the right at any time during the performance of this agreement to omit any portion of the work without constituting grounds for any claim by the Contractor for allowances for damages. If such change or alteration results in a reduction of the work covered by this agreement, an equitable deduction shall be made from the compensation.

The Contractor agrees that they will indemnify and save the Municipality harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishings of machinery and parts thereof, equipment, power tools, and all supplies, including commissions, incurred in the furtherance of the performance of this Contract.

In paying any unpaid bills of the Contractor, the Municipality shall be deemed the agent of the Contractor. Any payment so made by the Municipality shall be considered payment made under the contract by the Municipality to the Contractor. The Municipality shall not be liable to the Contractor for any such payment made in good faith.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Municipality of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Municipality and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or their sureties from any obligation under this contract or any performance and payment bond required hereunder.

4. CONTRACTOR'S INSURANCE.

The Contractor shall not commence work under this contract until they have obtained all insurance required by law, including without limitation statutory worker's compensation and employee liability coverage, together with commercial general liability with limits of at least $1,000,000 per occurrence and $3,000,000 aggregate, automobile liability policies with limits of not less than $500,000 for owned, non-owned or hired automobiles, and any additional insurance required by the Specifications or, if greater, the Proposal, and such insurance policies or certificates thereof have been delivered to and approved by the Municipality. Such coverage shall be maintained for the term of this Contract and shall not be modified without the Municipality's written consent.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the Municipality as an additional insured on the Contractor's insurance policies to the extent of Contractor's indemnity obligations under this Contract, with the exception of worker's compensation.

The policies naming the Municipality as an additional insured shall:

(a) be an insurance policy from a New York State admitted insurer, A.M. Best rated "A-/IX" or better;
(b) provide for 30 days' notice of cancellation or material change;
(c) state that the Contractor's coverage shall be primary coverage for the Municipality for its Board, employees, agents and volunteers.

5. DAMAGES. It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by them under this Contract shall be that of an independent contractor. As an independent contractor, the Contractor will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, their agents, or employees have been negligent. The Contractor shall hold and keep the Municipality free from and discharged of any and all responsibility and liability of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances.

6. INDEPENDENT CONTRACTOR: It is agreed that the Contractor is and shall be, in all respects, an independent contractor in performing the services described herein. Neither the Contractor or any of its agents or employees shall be deemed the agents or employees of the Municipality by reason of this Contract, and no such person or entity shall make any claim, demand or application to or for any right or privilege applicable to an agent or employee of the Municipality, including without limitation, worker's compensation coverage, unemployment insurance benefits, or retirement membership or credit. The Contractor shall at all times maintain worker's compensation coverage, unemployment and other insurance as required by law.

7. INDEMNITY AND SAVE HARMLESS AGREEMENT.

The Contractor agrees to indemnify, save harmless and defend the Municipality, its officers, agents and employees from any damage, liability or cost, including reasonable attorneys' fees, arising from or in any way connected with the Project or the Contractor's performance or the negligence, active or passive, of the Contractor, excluding only such damages, liabilities or costs attributable to the Municipality's own negligence or willful misconduct. The provisions of this indemnity may not be limited by reason or enumeration of any insurance coverage required. Such indemnity shall survive termination of this Contract.

8. REQUIRED PROVISIONS OF LAW.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. Without limiting the foregoing, the Contractor shall, among other things, fully comply with:

(a) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights

Law relating to prohibition against discrimination and providing equal opportunity.
(b) Affirmative action as required by the Labor Law.
(c) Prevention of dust hazard required by Labor Law section 222-a.
(d) Preference in employment of persons required by Labor Law section 222.
(e) Eight-hour workday as required by Labor Law section 220(2).
(f) Prevailing wage rates as required by Labor Law section 220. A copy of the wage determination for this Project is attached to the Specifications.
(g) Payments to subcontractors required by NYS General Municipal Law Section 106b.

9. <u>REPRESENTATIONS OF CONTRACTOR.</u> The Contractor represents and warrants:

(a) That they are financially solvent and that they are experienced in and competent to perform the type of work to be furnished by them;
(b) That they are familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein;
(c) That they and their subcontractors have no interest and will not acquire an interest, direct or indirect, that would conflict with the performance of the work under this Contract; and
(d) That neither they nor any of their owners, officers, partners, directors or shareholders have been the subject of a criminal investigation.

10. <u>MUNICIPALITY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.</u>

(a) The Municipality may alter or suspend Project work at any time in its sole judgment and compensate the Contractor for the equitable portion of acceptable work performed prior to the Contractor's receipt of the Municipality's notice to alter or suspend.
(b) The Municipality may reject any of the Contractor's work which is not, in the Municipality's sole judgment, in accordance with Specifications. The Municipality's good faith judgment to reject shall not subject the Municipality to liability.
(c) The Municipality may at any time during the term of this Agreement terminate or suspend this Agreement by mailing to Contractor 30 days prior written notice of such termination, in which event Contractor shall be entitled to compensation for acceptable completed services rendered in accordance with the terms of this Agreement through the date of termination. Final payment shall be subject to receipt by the Municipality of all records, documents and data pertaining to services rendered under this Agreement, which shall be provided within ten (10) days of termination.
(d) The Municipality shall have the right to stop work or terminate the contract immediately without notice if:

(i) The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or
(ii) A receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
(iii)The Contractor refuses or fails to provide the services or any part thereof with due diligence; or
(iv)The Contractor fails to make prompt payment to persons supplying materials or labor for the services; or

(v) The Contractor fails or refuses to comply with all applicable laws or ordinances; or

(vi)The Contractor is in material breach of any provision of this contract.

11. DISPOSITION AND OWNERSHIP OF PROJECT DOCUMENTS.

All documents generated by the Contractor in carrying out Project work are the property of the Municipality, including all reports, field notes, field data, plans, and other documents generated or prepared by the Contractor under this Contract.

12. CLEANUP.

The Contractor shall, at all times, keep the premises free from accumulations of waste materials caused by their employees of Subcontractors or due to their work. At the completion of the Project, the Contractor shall remove all of their rubbish from the site, and all of their tools, scaffolding and surplus materials. They shall leave their work "Abroom clean", or its equivalent.

13. TAXES.

Any and all taxes now or hereafter imposed on the work to be performed and/or materials to be furnished or upon the Contract itself or any matter in connection therewith shall be paid by the Contractor, it being the intention of the parties hereto that in no event shall such taxes be borne by the Municipality.

14. NOTICES.

Any and all notices and payments required hereunder shall be mailed by first class mail or served personally, addressed to the Municipality as follows and to the Contractor at the address set forth on the signature page of this Contract or to such other address as may hereafter be designated in writing by either party hereto:

To Municipality:
Village of Tivoli
Historic Watts dePeyster Hall
86 Broadway
Tivoli NY 12571
Attn: Mayor

15. AGREEMENT IS A LEGALLY BINDING CONTRACT. Each party hereto represents and warrants that this Contract has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Contract have been obtained.

16. NO THIRD PARTY BENEFICIARY. Nothing in this Contract shall act to confer third party beneficiary rights on any person or entity not a party to this Contract.

17. NO RECOURSE. All covenants, stipulations, promises, agreements and obligations of the Village contained in this Contract shall be deemed to be the covenants, stipulations, promises,

agreements and obligations of the Village, and not of any member, director, officer, employee or agent of the Village in his individual capacity, and no recourse shall be had for the payment of any claim based under this Contract against any member, director, officer, employee or agent of the Village.

18. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original.

19. STANDARD CLAUSES. This Contract is subject to the terms attached hereto as **Exhibit A** and incorporated herein by reference.

20. SEVERABILITY. In case any one or more of the provisions of this Contract shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Contract, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

[The remainder of the page is intentionally left blank.]

IN WITNESS WHEREOF, the above named parties have each duly authorized and executed this Contract by their authorized officers, dated as of the day and year first above written.

(SEAL)

VILLAGE OF TIVOLI

____
By: Joel Griffith
Its: Mayor

(SEAL)

CONTRACTOR: (Print or Type Contractor Name)
LEGGETT ELECTRIC, INC.

By:______________________________
(Signature of authorized officer)
Title:______________________________

Contractor's Notice Address:
Leggett Electric, Inc.
199 Letter S Road
Kinderhook NY 12106
Attn: Gregg Leggett
greggleggett@hotmail.com
518.378.4101

STATE OF NEW YORK)
)SS.:
COUNTY OF DUTCHESS)

On this ___ day of ___________, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared ____________________, 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 individual, or the person upon behalf of which the individual acted, executed the instrument.

____
Notary Public

STATE OF NEW YORK)
)SS.:
COUNTY OF ___________)

On this ___ day of ___________, 20___ before me, the undersigned, a Notary Public in and for said State, personally appeared ______________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

____
Notary Public

EXHIBIT A

STANDARD CLAUSES FOR MUNICIPAL 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 Municipality, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Municipality and any attempts to assign the contract without the Municipality's written consent are null and void.

2. **WORKERS' COMPENSATION BENEFITS.** 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. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

3. **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 because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status. 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, the Contractor agrees that neither it nor its subcontractors or any person acting on behalf of such contractor or subcontractor shall, by reason of race, creed, color, national origin, 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. 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 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.

4. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby the State or other contracting

agency as defined in Section 312 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 (b) a written agreement in excess of $100,000 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 (c) a written agreement in excess of $100,000 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 Municipality, 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 agency, union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(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.

The Contractor shall include the provisions of (a), (b), and (c) above in every subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the state contract. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to this Agreement; or (ii) employment outside New York State. The Municipality shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Municipality 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 Municipality shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall 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.

5. **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 New York 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 New York State Labor Department in accordance with the Labor Law. Additionally, 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 this Section 220 of the Labor Law shall be a condition precedent to payment by the Municipality of any sums due and owing to any person for work done upon the project.

6. **NON-COLLUSIVE BIDDING REQUIREMENT**. In accordance with General Municipal Law § 103-d, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Municipality a non-collusive bidding certification on Contractor's behalf.

7. **INTERNATIONAL BOYCOTT PROHIBITION**. In accordance with Section 220-f of the Labor Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of this 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 Municipality within five (5) business days of such conviction, determination or disposition of appeal.

8. **SET-OFF RIGHTS**. The Municipality shall have rights of set-off. These rights shall include, but not be limited to, the Municipality'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 by the Contractor to the Municipality with regard to this contract, or any other contract with the Municipality, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Municipality for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Municipality and third parties in connection therewith.

9. **RECORD-KEEPING REQUIREMENT**. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Municipality and Attorney General or 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 such Records during the contract term, extensions thereof and said six (6) year period thereafter 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 purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Municipality 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 the Municipality's chief fiscal officer with a copy to its Records Access Officer, 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 Municipality's right to discovery in any pending or future litigation.

10. **LIABILITY**. Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Municipality, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

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

12. **LATE PAYMENT**. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 106-b.

13. **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.

14. **SERVICE OF PROCESS**. In addition to the methods of service allowed by the State Civil Practice Law & Rules, 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 Municipality's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient.

15. **OBSERVANCE OF LAWS**. The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

16. **DISQUALIFICATION TO CONTRACT WITH PUBLIC ENTITY OR POLITICAL SUBDIVISION**. The Contractor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services.

17. **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 New York State Finance Law §165. (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 Section 165 of the New York 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.

18. **ETHICS.** The Municipality shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law or the Municipality's ethics code.

19. **OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE.** If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

20. **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 Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

21. **WICKS LAW PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law, where preparation of separate specifications is not required, the Contractor shall make no change of subcontractor or agreed-upon amount to be paid to each subcontractor without the approval of the owner in accordance with Section 101(5) of the General Municipal Law.

22. **NO WAIVER OF PROVISIONS.** The Municipality's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Municipality of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Municipality, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

23. **NO INVESTMENT ACTIVITIES IN IRAN.** A person that is identified on a list created pursuant to paragraph (b) of subdivision three of section 165-a of the State Finance Law as a person engaging in investment activities in Iran as described in such section, shall not be deemed a responsible Contractor to the extent provided pursuant to section 103 of the General Municipal Law. By signing this contract, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief such Contractor is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

24. **ENTIRE AGREEMENT.** This contract, together with this Exhibit, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

25. **SEXUAL HARASSMENT POLICY.** Pursuant to Labor Law § 201-G, the Municipality has adopted the form of Sexual Harassment Policy promulgated by the New York State Division of Human Rights, a copy of which is on file with the Clerk. By execution of this Agreement, the Contractor acknowledges receipt of the Sexual Harassment Policy and that

it shall be bound by the terms of said policy. Any violation of the Sexual Harassment Policy, the New York State Labor Law, or the New York State Human Rights Law by the Contractor, its contractors, subcontractors, officers, employees, or agents shall constitute an event of default under this Agreement.

26. 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.

EXHIBIT B

ATTACH PROJECT SPECIFICATIONS AND BID OR PROPOSAL

General:

This contract is based on the latest NYSDOL prevailing wage schedule attached.

All OSHA approved safety equipment will be utilized throughout the Project.

No additional services are to be provided without approval of the Village, authorized in writing.

Scope of Work:

As set forth in the attached RFP Specifications.

SEE ATTACHED

For the avoidance of doubt, notwithstanding the proposal, Payment Terms are pursuant to the Contract, not the proposal.

PLEASE NOTE: NYS Public Work Contractor and Subcontractor Registry
Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

The law defines a "contractor" as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines "subcontractor" as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

Request for Proposal
Village of Tivoli
Memorial Park Electrical Improvements

This project involves improvements to electrical components at the Tivoli Memorial Park, including but not limited to the scope of work listed below:

- Install a new 200-amp 3 phase electrical service and 100-amp single phase service with one 200-amp single phase service
  - All services shall be underground, and trenching completed by Village personnel
- Remove and dispose of all unnecessary electrical equipment in old well pit
- Install new service equipment in well pit and ground well pit
- Install new 100-amp feeder and new sub-panel for bathrooms
  - Includes equipment grounding
- Property ground bathroom building
- Supply and replace area light on pole with energy efficient option
  - All lighting shall be approved by the Village
- Extend new feeder to pavilion to operate from new service
- Permits and fees for inspection shall be included in the proposal cost
- Any and all work required for the project to be completed and functional upon completion shall be included in the scope of work for the contractor.

All work conducted during this project will be subject to prevailing wages. PRC# 2024011190

It is the policy of the Village of Tivoli and the State of New York to encourage all enterprises involved in such business practices to participate in this Request for Proposal, regardless of race, gender, beliefs, or sexual orientation. Village of Tivoli is an EOE.

By submitting a proposal, the Contractor/Vendor expressly warrants to the Village that it has the ability and expertise to perform its responsibilities hereunder, and in doing so shall use the highest standards of professional workmanship.

The Village reserves the right to reject any or all proposals, to waive an informality or technical defect in the proposals, or to award the contract in whole or in part if deemed to be in the best interest of the Village to do so.

The successful vendor will be required to enter into and sign a formal contract with the Village. This Request for Proposal and the response of the successful Contractor/Vendor will become part of the contract and will be in effect for the duration of the contract period.

PROPOSAL SHEET:
VILLAGE OF TIVOLI
Memorial Park Electrical Improvements

This project involves a number of electrical improvements at Tivoli Memorial Park in the Village of Tivoli.

Lump Sum Fee: $ 9750.00

Proposals are due by noon: October 23, 2024

Submit Proposals to: Village Clerk- Robin Bruno
clerk@tivoliny.org

Name of Contractor: Leggett Electric INC
Address of Contractor: 199 Letter "S" Road
Kinderhook NY 12106

Telephone: 518) 378 - 4101
Authorized Signature: Greg Leggett
Printed Name: Gregg Leggett

Please see Estimate Down sizing from 3 phase 200 Amp to single phase 200 Amp

ESTIMATE

Leggett Electric Inc
199 Letter S Road
Kinderhook, NY 12106

greggleggett@hotmail.com
(518) 3784101

Bill to
Village of Tivoli
2 Tivoli Commons
Tivoli, NY 12583

Ship to
Village of Tivoli
2 Tivoli Commons
Tivoli, NY 12583

Estimate details
Estimate no.: 2210
Estimate date: 11/17/2024

#	Product or service	Description	Qty	Rate	Amount
1.	**Services**	Will supply and install one 35' utility pole and one 45' utility pole replacing the existing.	1	$8,400.00	$8,400.00
		Total			**$8,400.00**

Accepted date **Accepted by**

ESTIMATE

Leggett Electric Inc
199 Letter S Road
Kinderhook, NY 12106

greggleggett@hotmail.com
(518) 3784101

Bill to
Village of Tivoli
2 Tivoli Commons
Tivoli, NY 12583

Ship to
Village of Tivoli
2 Tivoli Commons
Tivoli, NY 12583

Estimate details
Estimate no.: 2209
Estimate date: 11/17/2024

#	Product or service	Description	Qty	Rate	Amount
1.		Memorial Park Electrical Improvements			
2.	Services	Will supply and install one new 200AMP single phase service to pumphouse building. Will supply and install one 200AMP outdoor breaker panel with lockable latch. Will remove and dispose of all unnecessary electrical equipment in old well pit. Will ground well pit. Will feed pumphouse circuits into outdoor breaker panel. Will supply and install new 100AMP underground service from pumphouse panel to bathrooms. Will supply and install one underground 120V circuit to new area light on pole. Will supply and install area light with phot eye. Will supply and install two underground 120V circuits from outdoor 200AMP panel to covered pavilion. Electrical inspection included.	1	$9,750.00	$9,750.00

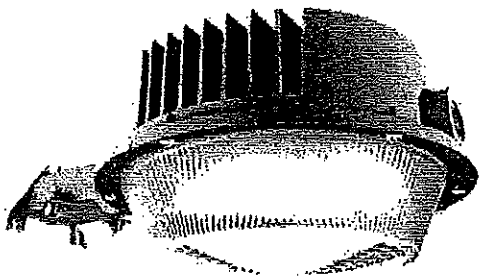
Total $9,750.00

Accepted date

Accepted by

YBLEDH

RAB



Color: Gray

Weight: 4.7 lbs

Project:	Type:
Prepared By:	Date:

Driver Info

Type	Constant Current
120V	1.00A/0.85A/0.68A
208V	0.58A/0.48A/0.39A
240V	0.50A/0.42A/0.33A
277V	0.42A/0.37A/0.29A
Input Watts	78.5-119.4W

LED Info

Watts	120/100/80W
Color Temp	Field Adjustable 3000/4000/5000K
Color Accuracy	82-85 CRI
L70 Lifespan	100,000 Hours
Lumens	11,422-17,328 lm
Efficacy	132.5-163.1 lm/W

Technical Specifications

Field Adjustability

Field Adjustable:
Field Adjustable Light Output: 120W/100W/80W (factory default 120W)
Color temperature selectable by 5000K, 4000K and 3000K (factory default 4000K)

Compliance

UL Listed:
Suitable for Wet Locations

IESNA LM-79 & LM-80 Testing:
RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

IP Rating:
Ingress protection rating of IP65 for dust and water

Trade Agreements Act Compliant:
This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

DLC Listed:
This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.
DLC Product Code: S-5QVQHC

Electrical

Driver:
Constant Current, Class 1, 120-277V, 50/60 Hz, 120W: 1.00A, 208V: 0.58A, 240V: 0.50A, 277V: 0.42A
100W: 0.85A, 208V: 0.48A, 240V: 0.42A, 277V: 0.37A
80W: 0.68A, 208V: 0.39A, 240V: 0.33A, 277V: 0.29A

Dimming Driver:
Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:
60W: 5.25% at 120V, 11.05% at 277V
50W: 5.25% at 120V, 11.05% at 277V
40W: 5.25% at 120V, 11.05% at 277V

Power Factor:
120W: 99.8% at 120V, 96.3% at 277V
100W: 99.7% at 120V, 96.3% at 277V
80W: 99.6% at 120V, 96.3% at 277V

Photocell:
120-277V integrated dusk to dawn photocell

Surge Protection:
6kV

Optical

BUG Rating:
120W: B3 U3 G2
100W: B3 U3 G2
80W: B3 U3 G1

LED Characteristics

LEDs:
Long-life, high-efficiency, surface-mount LEDs

Color Uniformity:
RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Performance

Lifespan:
100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Wattage Equivalency:
120W: Replaces up to 400W Metal Halide (MH) or 310W High Pressure Sodium (HPS)
100W: Replaces up to 400W Metal Halide (MH) or 310W High Pressure Sodium (HPS)
80W: Replaces up to 350W Metal Halide (MH) or 250W High Pressure Sodium (HPS)

CERTIFICATION OF NON-COLLUSION BY BIDDERS

No bid will be considered unless this Certification remains attached to and is submitted with the Bid.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices, with any other bidder or with any competitor.

(2) Unless otherwise required by law the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or to any competitor, before the time of the bid opening.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(4) The fact that a bidder (a) has published price lists, rates, or tariffs, covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (1).

(5) Any bid hereafter made to any public authority or to any official of any public authority created by the State or any political subdivision, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in the lead paragraph of this section, shall be deemed to have been authorized by the Board of Directors' signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

State of: New York

County of: Columbia

Name of Bidder: Gregg Leggett Leggett Electric INC

Officer/partner/individual Bidder's Signature: Gregg Leggett

Print Name: Gregg Leggett

Sworn to me this 18TH day of November, 2024.

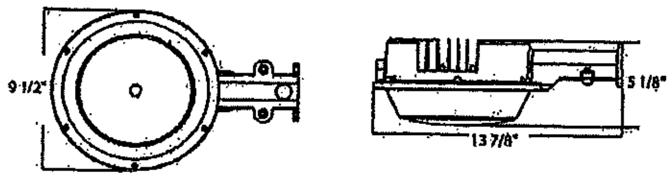
Paige Martin

Notary Public

PAIGE A. MARTIN
Notary Public, State of New York
Qualified in Columbia County
Reg. No. 01MA0003775
My Commission Expires March 25, 2027

RAB

Dimensions



Features

100,000-Hour LED lifespan

120-277V integrated dusk to dawn photocell

0-10V dimming, standard

5-Year, limited warranty

Need help? Tech help line: (888) 722-1000 Email: sales@rablighting.com Website: www.rablighting.com

Technical Specifications (continued)

Construction

Cold Weather Starting:
The minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature:
Suitable for use in up to 40°C (104°F)

Housing:
Precision die-cast aluminum housing and arm

Mounting:
Mounts on wall or existing arm/pole YARM24 (1 5/8" diameter pipe)

Effective Projected Area:
EPA = 0.27

Lens:
Polycarbonate lens

Reflector:
Polyethylene Terephthalate (PET)

Finish:
Formulated for high durability and long-lasting color

Green Technology:
Mercury and UV free. RoHS-compliant components.

Other

5 Yr Limited Warranty:
The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Buy American Act Compliance:
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

EXHIBIT D

NYS PREVAILING WAGE PRC

Village of Tivoli

Joel Griffith, Mayor
86 Broadway
Tivoli NY 12583

Schedule Year	2024 through 2025
Date Requested	09/03/2024
PRC#	2024011190

Location	Village of Tivoli
Project ID#	
Project Type	Replacement of Utility Poles and associated components at a Village owned park.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: ____________________ Date Cancelled: ____________________

Name & Title of Representative: ____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Village of Tivoli

Joel Griffith, Mayor
86 Broadway
Tivoli NY 12583

Schedule Year	2024 through 2025
Date Requested	09/03/2024
PRC#	2024011190

Location	Village of Tivoli
Project ID#	
Project Type	Replacement of Utility Poles and associated components at a Village owned park.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: ______________________

Name: ______________________

Address: ______________________

____

City: ______________ State: __________ Zip: __________

Amount of Contract: $ __________

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
- [ ] (01) General Construction
- [ ] (02) Heating/Ventilation
- [ ] (03) Electrical
- [ ] (04) Plumbing
- [ ] (05) Other : __________

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

NEW YORK STATE OF OPPORTUNITY. | Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
  First offense: Up to $2,500 per employee
  Subsequent offense(s): Up to $5,000 per employee
- **Criminal Penalty**
  First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year.
  Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: ______________________

Project Location: ______________________

PW 101 (08/23)

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)