

**TOWN OF MAMARONECK
TOWN BOARD AGENDA
WEDNESDAY, NOVEMBER 2, 2016**

THE TOWN BOARD WILL CONVENE – at 5:00 PM, In Conference Room A to discuss:

1. Legislation – Tax Cap Override
2. Amendment to Tree Law
3. Children’s Memorial - Palmer & Weaver
4. Westchester County Bus Shelter Program
5. Airbnb
6. Update – Results of Property Auction
7. New Business

8:00PM CALL TO ORDER – COURTROOM

SUPERVISOR’S SUMMARY REPORT

CITIZEN COMMENTS

BOARD OF FIRE COMMISSIONERS

1. Presentation – Fire Safety Precautions
2. Fire Claims
3. Other Fire Department Business

AFFAIRS OF THE TOWN OF MAMARONECK

1. Set Public Hearing – Tax Cap Override
2. Set Public Hearing – Amendment to Tree Law
3. Authorization - Health Department Permit Renewals – Meals on Wheels & Nutrition Plan
4. Authorization – Housing Inspector Contract
5. Authorization – Management & Non-Union Salaries
6. Consideration of Certiorari

APPROVAL OF MINUTES – October 19, 2016

REPORTS OF THE COUNCIL

TOWN CLERK’S REPORT

NEXT REGULARLY SCHEDULED MEETING – November 16, 2016 and December 7, 2016

Any physically handicapped person needing special assistance in order to attend the meeting should call the Town Administrator's office at 381-7810.

WORKSESSION

ITEM 1



Town of Mamaroneck

County of Westchester

740 West Boston Post Road, Mamaroneck, NY 10543-3353

COUNSEL

TEL: 914/381-7815

FAX: 914/381-7809

WMakerJr@TownofMamaroneckNY.org

MEMORANDUM

To: Stephen V. Altieri, Town Administrator
Christina Battalia, Town Clerk

From: William Maker, Jr., Attorney for the Town

Subject: Local law regarding tax levy cap

Date: October 27, 2016

Attached is a proposed law that The Town Board may want to consider at its November 2nd work session. If satisfactory, the Board may decide to set a public hearing to consider whether this law should be adopted.

Local Law No. - 2016

This local law shall be known as the "Override the tax levy limit established in General Municipal Law 3-c" Law

BE IT ENACTED by the Town Board of the Town of Mamaroneck

Section 1 – Purpose:

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Mamaroneck pursuant to General Municipal Law § 3-c, and to allow the Town Board to adopt a budget for (a) town purposes, (b) fire protection districts and (c) any other special or improvement district governed by the town board for the fiscal year 2017 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

Section 2- Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the members of the town board.

Section 3- Tax Levy Limit Override

The Town Board hereby is authorized to adopt a budget for the year 2016 that requires a real property tax levy which exceeds the limit specified in General Municipal Law, §3-c.

Section 4 – Severability:

Should any provision of this Local Law be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration of unconstitutionality or invalidity shall not affect any other provisions of this Local Law, which may be implemented without the invalid or unconstitutional provisions.

Section 5 – Effective Date:

This Local Law shall become effective upon filing with the Secretary of State.

**WORKSESSION
ITEM 2**

**ATTACHMENT NOT
AVAILABLE**

WORKSESSION
ITEM 3

NO ATTACHMENT

WORKSESSION
ITEM 4

NO ATTACHMENT

WORKSESSION
ITEM 5

NO ATTACHMENT

WORKSESSION
ITEM 6

NO ATTACHMENT

FIRE COMMISSION

ITEM 1

NO ATTACHMENT

FIRE COMMISSION

ITEM 2

Town of Mamaroneck

From: Tony Siligato - Town Comptroller 

Re: Fire Claims

Date: November 2, 2016

The following Town of Mamaroneck Fire Department claims have been certified by Chief Noah Goldberg and submitted to the Comptroller's Office for payment:

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
AAA Emergency Supply Co.	Scott-Wescodyne plus -16 oz bottle, Fire Hooks, Msa Fas Detector, Hydrotest recharge	\$ 1,074.70
AAA Emergency Supply Co.	Mobile Bail Out Truck rental & Gated WYE & 1.5" nozzle	\$ 2,330.00
AT & T Mobility	Wireless Service for 9/12/16 - 10/11/16	\$ 360.62
Cablevision	Cable services for 10/23/16 - 11/22/16	\$ 198.04
CIT	Xerox Copier contract for October 2016	\$ 261.56
Con Edison	Fire HQ Gas service 8/29-9/28/16	\$ 133.69
DiMuro Awards LLC	Awards for Inspection Dinner - 2016	\$ 776.37
Goosetown Communications	Replaced antenna, Extension cable	\$ 250.70
Grainger	Building supplies	\$ 205.95
Interstate Diagnostics Inc.	Complete Physical Exams - Recerts, TB Tests, Tetanus & hepatitis vaccines, PSA	\$ 7,855.00
Larry Sprovieri Plumbing	Replaced bearing assembly for domestic hot water re-circulation pump	\$ 349.00
Murray, Daniel	Iphone 6 Display repair	\$ 129.00
Napolitano, Keith	Tolls and fuel on 9/27 & 9/29/16	\$ 37.49
New England Uniform	T-Shirts, Polos, Sweatpants, jobshirts	\$ 2,151.50
New England Uniform	Career Uniforms (4)	\$ 175.00
Ready Refresh by Nestle'	Rental for water coolers at FD HQ 9/19/16 - 10/18/16	\$ 114.96
SG Fire Protection	Kitchen hood cleaning	\$ 350.00
Sound Shore Pest Control Inc.	Exterminating Services 9/20/16	\$ 65.00
Superior Backflow Testing	Tested backflow prevention device for the fire system	\$ 160.00
Town of Mamaroneck Fire Dept.	Food for OSHA and Bailout Day	\$ 507.34
Town of Mamaroneck PFFA	Life Ins for Career Staff for the month of Sept. & Oct 2016 - 12 Fire Fighters	\$ 377.28
Uni First Corp.	Cleaning supplies for building 9/30, 10/7, 10/14/16	\$ 206.19
Uni First Corp.	Cleaning supplies for building 10/21/16	\$ 38.73
Villa Maria Pizza	Food for Fast Drill 10/25/16	\$ 34.11
Westech Elevator Services	Maintenance for the month of October 2016	\$ 175.00
Westchester JWW	205 Weaver St charges 9/30 - 12/31/16 - 6" Metered Fire Service	\$ 100.00
Winged Foot Golf Club	Inspection Dinner 10/7/16	\$ 5,580.00
Total:		\$ 23,997.23

AFFAIRS OF THE TOWN

ITEM 1

Documents under Worksession #1

AFFAIRS OF THE TOWN

ITEM 2

**ATTACHMENT NOT
AVAILABLE**

AFFAIRS OF THE TOWN

ITEM 3



Town of Mamaroneck

Town Center

740 West Boston Post Road, Mamaroneck, NY 10543-3353

TEL: 914/381-7810

FAX: 914/381-7809

townadministrator@townofmamaroneck.org

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

To: Supervisor & Town Board

From: Stephen V. Altieri

Subject: Authorization – Permit Renewal Meals on Wheels Program/Senior Nutrition Site Program

Date: October 27, 2016

Annually, the Town of Mamaroneck is required to renew its permits with the Westchester County Department of Health for the operation of our Meals on Wheels Program and the Nutrition Center at the VFW Building. Because the programs are run by a public agency, the permit renewal requires a resolution of the agencies governing body. Attached are the permit documents for both nutrition programs.

ACTION REQUESTED THAT THE TOWN BOARD APPROVE THE SUBMISSION OF THE PERMIT RENEWAQLS TO THE WESTCHESTER COUNTY DEPARTMENT OF HEALTH FOR THE OPERATION OF THE TOWN'S MEALS ON WHEELS PROGRAM AND NUTRITION CENTER AND THAT THE TOWN ADMINISTRATOR BE AUTHORIZED TO EXECUTE THE PERMIT RENEWAL APPLICATIONS.

Stephen V. Altieri
Town Administrator

Permit to Operate
Renewal Application

Westchester County Department of Health

Business / Location Information (Please modify only if information has changed.)

Business Name MEALS ON WHEELS - T. MAMA. / V. MAMA Facility Code: 01-M093-A
 Address 740 WEST BOSTON POST ROAD Business Phone (914) 381-7840
MAMARONECK, NY 10543 Business Fax () -
 Location Village of MAMARONECK Business Website _____
 County WESTCHESTER Business Email _____

Mail To
 THE TOWN OF MAMARONECK
 ATTN: COMM. SERVICES OFFICE
 740 W. BOSTON POST RD.
 MAMARONECK, NY 10543-

Permit Number **01-M093-A**

Permit Expiration Date
November 30, 2016

Fee Exempt

Permitted Operation **MEALS ON WHEELS - T. MAMA. / V. MAMA. / V. LARCH.** Operation ID: **687265**
SOFA Food Service - SOFA Prep Site-State Office for the Aging

In Operation: Year-Round Seasonal If Seasonal: Expected Opening Date _____ Expected Closing Date _____
 Capacity: _____ ? Days/Hours of Operation: _____
 Month/Day Month/Day

Permit Applicant Information (Please modify only if information has changed.)

Legal Operator or Operating Corporation: THE TOWN OF MAMARONECK

Person in Charge _____ Title _____ First _____ M.I. _____ Last _____
 Address ATTN: COMM. SERVICES OFFICE 740 W. BOSTON POST RD.
 City, State, Zip MAMARONECK NY 10543-
 Primary Phone (914) 381-7840 Ext _____ Cell Fax (914) 381-7855 Emergency Contact
 Other Phone () - Ext _____ Cell E-mail adanoy@townofmamaroneck.org *NY.org l add NY before the .org*

Location Owner: THE TOWN OF MAMARONECK

Address ATTN: COMM. SERVICES OFFICE 740 W. BOSTON POST RD.
 City, State, Zip MAMARONECK NY 10543-
 Primary Phone (914) 381-7840 Ext _____ Cell Fax (914) 381-7855 Emergency Contact
 Other Phone () - Ext _____ Cell E-mail adanoy@townofmamaroneck.org *NY.org*

Workers' Compensation and Disability Insurance

Submit copies of the following documentation with the application to document compliance with the Worker's Compensation Law:

A. Workers Compensation and Disability Insurance Coverage is PROVIDED

Workers Compensation

- Form C-105.2 – Certificate of Worker's Compensation Insurance OR
- Form U-26.3 – Certificate of Workers' Compensation Insurance OR
- Form SI-12 – Certificate of Workers' Compensation Self-Insurance OR
- GSI – 105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance

AND

Disability Benefits

- DB-120.1 - Certificate of Disability Benefits OR
- Form DB-155 – Certificate of Disability Benefits Self-Insurance

B. Workers Compensation and Disability Insurance Coverage is NOT PROVIDED

- Form CE-200 – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage

Return Completed Application

Please return completed application to: **Westchester County Department of Health**
Mount Kisco Central Office
Make checks payable to "Westchester County Department of Health" and include the permit number. **25 Moore Avenue**
Mount Kisco NY 10549

(914) 864-7330

Fax: (914) 813-5970

Signature of Individual Operator or Authorized Official (Entire section must be completed by all applicants.)

I would like to receive information and official correspondence related to this permit at the email address below: (Yes No)

adanoj @townofmamaroneckny.org

"Operation without a valid permit is a violation of New York State Law and/or State Sanitary Code."

Signature _____

Print Name Stephen V. Aitien Title Town Administrator Date _____

FOR OFFICE USE ONLY

Permit issuance recommended? Yes No Permit Effective Date _____ Permit Expiration Date _____

Conditions of approval _____

Signature _____ Title _____ Date _____

CERTIFICATE OF RESOLUTION
FOR AUTHORIZATION

The Undersigned, Christina Battalia of the
Name of Corporation Town of Mamaroneck, a corporation
Duly organized and validly existing under the laws of (State) New York
Hereby certifies that the following resolution was duly adopted by the Board of Directors, of said
Corporation, at a meeting duly called and held on the _____ day of _____ 20____.
Be it resolved that the Board of Directors, or President if there is no Board of Directors, of (Name of
Corporation) Town of Mamaroneck
With offices at: 740 W. Boston Post Road, Mamaroneck NY 10543
Hereby authorizes (Name if person authorized): Stephen V. Aitien
To execute and deliver to the Westchester County Department of Health, for and on behalf of said
corporation, and application for a permit to operate a (type of operation):
Medis on Wheels
to execute and deliver any and all additional documents which may be appropriate or desirable in
connection therewith.
The undersigned further certifies that said resolution has not been revoked, rescinded or modified and
remains in full force and effect on the date hereof.

In WITNESS WHEREOF, the undersigned has duly executed this certificate
This _____ day of _____, 20____.

OFFICER'S SIGNATURE: _____

TITLE: _____

ACKNOWLEDGEMENT

Affix Corporate Seal

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, 20____, before me personally came _____
to me known, and known to me to be the _____ of
_____ the corporation referred to in the within Certificate of
Resolution, who being by duly sworn did depose and say that (s)he is _____
of said corporation and that (s)he signed his/her name thereto.

NOTARY PUBLIC

COUNTY

**WESTCHESTER COUNTY DEPARTMENT OF HEALTH
BUREAU OF PUBLIC HEALTH PROTECTION**

Supplement to be Completed as Part of the Application

SOURCE OF FOOD SUPPLY

ITEM	FIRM	ADDRESS	CITY, STATE
MEAT	Caterer: Hubbard's Cupboard		
FISH	mailing address	P.O. Box 286 Old Greenwich CT 06870	
DAIRY PRODUCTS	Kitchen	440 Mamaroneck Avenue Hamson, NY 10525	
CANNED PRODUCTS			
BEVERAGES			
OTHER			

FOOD MANAGER'S CERTIFICATION COURSE (PLEASE PRINT CLEARLY)

Have you taken the Food Manager's Certification course Yes No

If yes, name of person who took course: Mana Gallagher

Social Security number of person who took course: _____

Institution where course was taken: Safeserv @ Morton's Steakhouse White Plains
NY 10605

Date of course November 18, 2014

Permit to Operate
Renewal Application

Westchester County Department of Health

Business / Location Information (Please modify only if information has changed.)

Business Name TOWN OF MAMARONECK SR. NUTRITION PRO Facility Code: 01-M092-B
 Address 1288 BOSTON POST ROAD Business Phone (914) 834-8840
LARCHMONT, NY 10538 Business Fax () -
 Location Town of MAMARONECK Business Website _____
 County WESTCHESTER Business Email _____

Mail To

THE TOWN OF MAMARONECK
 ATTN: COMM. SERVICES OFFICE
 740 W. BOSTON POST RD.
 MAMARONECK, NY 10543-

Permit Number 01-M092-B

Permit Expiration Date
November 30, 2016

Fee Exempt

Permitted
Operation

TOWN OF MAMARONECK SR. NUTRITION PROGRAM
SOFA Food Service - SOFA Satellite Site -State Office for the Aging

Operation ID: 687267

In Operation: Year-Round Seasonal If Seasonal: Expected Opening Date _____ Expected Closing Date _____
 Capacity: 160 Seats Days/Hours of Operation: _____

Permit Applicant Information (Please modify only if information has changed.)

Legal Operator or Operating Corporation: THE TOWN OF MAMARONECK

Person in Charge _____ Title _____ First _____ M.I. _____ Last _____
 Address ATTN: COMM. SERVICES OFFICE 740 W. BOSTON POST RD.
 City, State, Zip MAMARONECK NY 10543-
 Primary Phone (914) 381-7840 Ext _____ Cell Fax () - Emergency Contact
 Other Phone () - Ext _____ Cell E-mail adanoy@townofmamaroneck.org ^{ny.org} ← (Add NY before the org)

Location Owner: THE TOWN OF MAMARONECK

Address ATTN: COMM. SERVICES OFFICE 740 W. BOSTON POST RD.
 City, State, Zip MAMARONECK NY 10543-
 Primary Phone (914) 381-7840 Ext _____ Cell Fax () - Emergency Contact
 Other Phone () - Ext _____ Cell E-mail adanoy@townofmamaroneck.org ^{ny.org}

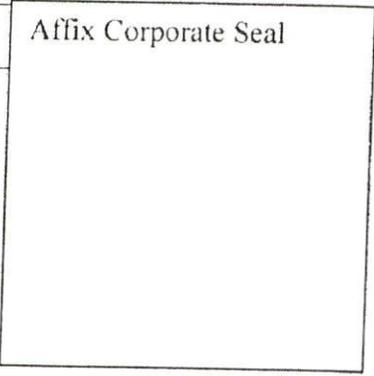
CERTIFICATE OF RESOLUTION
FOR AUTHORIZATION

The Undersigned, Christina Battalia of the
Name of Corporation Town of Mamaroneck, a corporation
Duly organized and validly existing under the laws of (State) NEW YORK
Hereby certifies that the following resolution was duly adopted by the Board of Directors, of said
Corporation, at a meeting duly called and held on the _____ day of _____, 20____.
Be it resolved ~~that~~ the Board of Directors, or President if there is no Board of Directors, of (Name of
Corporation) TOWN OF MAMARONECK
With offices at: 740 W. BOSTON POST ROAD, MAMARONECK NY 10543
Hereby authorizes (Name if person authorized): Stephen Atheri
To execute and deliver to the Westchester County Department of Health, for and on behalf of said
corporation, and application for a permit to operate a (type of operation):
Senior Nutrition Program
to execute and deliver any and all additional documents which may be appropriate or desirable in
connection therewith.
The undersigned further certifies that said resolution has not been revoked, rescinded or modified and
remains in full force and effect on the date hereof.

In WITNESS WHEREOF, the undersigned has duly executed this certificate
This _____ day of _____, 20____.

OFFICER'S SIGNATURE: _____

TITLE: _____
ACKNOWLEDGEMENT



STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, 20____, before me personally came _____
to me known, and known to me to be the _____ of _____
the corporation referred to in the within Certificate of
Resolution, who being by duly sworn did depose and say that (s)he is _____
of said corporation and that (s)he signed his/her name thereto.

NOTARY PUBLIC

COUNTY

**WESTCHESTER COUNTY DEPARTMENT OF HEALTH
BUREAU OF PUBLIC HEALTH PROTECTION**

Supplement to be Completed as Part of the Application

SOURCE OF FOOD SUPPLY

ITEM	FIRM	ADDRESS	CITY, STATE
MEAT	Caterer: Hubbard's Cupboard		
FISH	mailing address	P.O. Box 286 Old Greenwich, CT	06870
DAIRY PRODUCTS	Kitchen:	440 Mamaroneck Avenue Harrison, NY	10528
CANNED PRODUCTS			
BEVERAGES			
OTHER			

FOOD MANAGER'S CERTIFICATION COURSE (PLEASE PRINT CLEARLY)

Have you taken the Food Manager's Certification course Yes No

If yes, name of person who took course: Mana Gallagher

Social Security number of person who took course _____

Institution where course was taken: Serv Safe @ Morton's Steakhouse, White Plains
NY 10605

Date of course November 18, 2014

AFFAIRS OF THE TOWN

ITEM 4



Town of Mamaroneck

Town Center

740 West Boston Post Road, Mamaroneck, NY 10543-3353

OFFICE OF THE TOWN ADMINISTRATOR

TEL: 914/381-7810

FAX: 914/381-7809

townadministrator@townofmamaroneck.org

Memorandum

To: Supervisor & Town Board
From: Stephen V. Altieri
Subject: Housing Inspection Contract
Date: October 28, 2016

Within the Section 8 Housing Voucher Program there is a requirement for the agency to conduct inspections of housing units in the program. There is an initial inspection that is done when the unit is first considered for the program and then follow up inspections during recertification of the unit.

Currently, housing inspections are done with a combination of in house staff on overtime and the use of an outside contractor. Our total expenditure is approximately \$26,000.00 per year for this activity.

Anna Danoy has become aware that the City of Yonkers Municipal Housing Authority recently issued an RFP for housing inspection services and have awarded a contract to McCright and Associates for housing inspection services. The RFP included a "piggy back" provision which under New York State Law allows other municipal governments to participate in the contract. This means that the Town can obtain the same pricing and same terms and conditions for housing inspection services with McCright and Associates. Recently, the Town of Eastchester piggy backed onto the Yonkers contract.

Upon review of McCright's services and their pricing we are proposing to move all of our inspection services to this firm. Based upon their pricing, the annual cost for inspection services will be reduced by \$5,000.00 to \$6,000.00 per year. It will also permit us to use in house staff for other Section 8 administration activities.

I have attached a copy of the contract between McCright and Associates and the City of Yonkers Housing Authority. The contract prices and the terms and conditions of the Yonkers contract will be essentially the same for a contract between the Town of Mamaroneck and McCright. Therefore, based upon the anticipated cost savings and the experience of the firm, we think this is a good move for the Town of Mamaroneck.

ACTION REQUESTED: THAT THE TOWN BOARD AUTHORIZE A PIGGY BACK CONTRACT BETWEEN MCCRIGHT AND ASSOCIATES AND THE TOWN OF MAMARONECK FOR HOUSING INSPECTION SERVICES FOR THE SECTION 8 PUBLIC HOUSING AGENCY. THE APPROVAL IS SUBJECT TO FINAL REVIEW OF THE FORM OF CONTRACT BY THE TOWN ATTORNEY AND FURTHER THAT THE TOWN ADMINISTRATOR IS HEREBY AUTHORIZED TO EXECUTE THE CONTRACT ON BEHALF OF THE TOWN.

Stephen V. Altieri
Town Administrator

CONTRACT

THIS AGREEMENT made this 1ST day of FEBRUARY, 2016 by and between THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS ("PHA") and McCRIGHT & ASSOCIATES OF CHATTANOOGA TENNESSE, ("CONTRACTOR").

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all labor, material, equipment, services; and perform and complete all work required under this Contract.

ARTICLE 2. THE CONTRACT PRICE

The PHA agrees to pay the Contractor for the services herein stated, for the term of the Contract, as follows: Initial inspections @ \$40.00; Initial Re-Inspection @ \$30.00; Annual Inspections @ \$40.00; Annual Failed Re-Inspections @ \$30.00; Complaints Inspections @ \$40.00; Inconclusive Inspections @ \$20.00; Quality Assurance Inspections @ \$40.00 and Emergency Inspections @ \$30.00.

IN ADDITION, ENCLOSED PLEASE FIND PROPOSAL FOR FACTORS OTHER THAN PRICE, AS REQUIRED BY THE PHA AND DESCRIBED IN THE SPECIFICATIONS, INSTRUCTIONS TO BIDDERS, AND AS PART OF THE RATING AND RANKING CRITERIA REQUIREMENTS.

ARTICLE 3. CONTRACT DOCUMENTS

The Contract consists of this document and the following parts:

- (1) Request for Proposal
- (2) Instruction to Bidders for Request for Proposal
- (3) Representations, Certifications and Other Statements of Bidders
- (4) Non-Collusive Affidavit
- (5) Specifications
- (6) Rating and Ranking Criteria
- (7) Vendor Evaluation Questionnaire
- (8) Previous Participation Certificate
- (9) Signed Copy of Bid
- (10) Drug-Free Workplace Certificate
- (11) Addenda (if any)

ARTICLE 4. PAYMENTS TO CONTRACTOR

a) Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on invoices for work performed and approved by the Contracting Officer for the PHA.

ARTICLE 5. INDEMNITY

The Contractor shall protect, indemnify and hold harmless the PHA, its agents, servants and representatives from and against any and all liabilities, obligations, claims, losses, damages, penalties, causes of action, costs and expenses (including reasonable attorney's fees, expenses and disbursements, and costs of investigation) imposed upon or incurred or asserted against the PHA, its agents, servants and representatives or to which the PHA, its agents, servants and representatives may become subject, under or by the reason of this Contract, or compliance with the provisions hereof, performance thereunder or, if required, enforcement thereof.

ARTICLE 6. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract to any other person, company or corporation, without the previous consent in writing of the PHA. If the contractor shall, without the said previous written consent of the PHA, assign, transfer, convey, sublet or otherwise dispose of this Contract, or the Contractor's title or interest herein, or the contractor's power to execute this Contract, to any other person, company or other corporation, then the PHA shall be relieved and discharged from any and all liability and obligations growing out of this Contract to such Contractor and to the person, company or corporation to whom the Contractor shall assign, transfer, convey, sublet or otherwise dispose of this Contract, and the Contractor, and the Contractor's assignee, transferee, or sublessee shall forfeit and lose all monies theretofore earned under this Contract.

ARTICLE 7. DELAYS

The Contractor agrees to make no claim for damages for delays in the performance of this Contract occasioned by any act or omission to act whatsoever of the PHA, its agents, servants and representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein. Examples of typical categories of delay (or causes of delay), which the Contractor agrees are contemplated, are as follows:

- (1) failure of inability of the PHA to provide access to the site or to secure utilities
- (2) errors or inaccuracies in design, changes of scope
- (3) design changes, defective or incorrect schedules
- (4) delays in entering into separate prime Contracts
- (5) acts or omissions of other prime Contractors and the failure or delay of the PHA in remedying defaults of other prime Contractors
- (6) failures of the PHA's management and supervision
- (7) delays in approving submittals
- (8) delays in issuing change orders
- (9) failure to issue timely notice to proceed
- (10) changed conditions
- (11) suspensions of the work
- (12) delays in testing, issuing approvals and permits, punch lists, etc.
- (13) changes in law
- (14) delivery of equipment and material by the PHA
- (15) untimely decisions
- (16) special circumstances, and
- (17) delays from any other situations which, while not within one of the categories delineated above, were or could have been anticipated because (I) such situations are referred to elsewhere in this Contract or arise out of the nature of the work being done;

(ii) the Contractor has experienced such situations on prior construction contracts; and/or (iii) such situations were discussed as possibilities between representatives of the parties prior to the bid date or were otherwise foreseen or should have been foreseen by the Contractor.

ARTICLE 8. LEGAL ACTION

As part of the consideration for the PHA entering into this Contract, the Contractor hereby agrees that litigation between them may be brought only in courts located within the State of New York and the Contractor consents to the jurisdiction of any such court located within the State of New York, and further agrees to the venue of any such court as may be chosen by the Authority. The Contractor waives the personal service of any and all process upon the Contractor, and consents that all such services of process may be made by certified or registered mail, return receipt requested, directed to the Contractor at the address herein stated.

ARTICLE 9. FULL AGREEMENT

This Contract constitutes the full understanding of the parties, and may not be amended or modified except in writing signed by both parties. Should there arise any conflict between the Contract and any other writing signed by both parties, it is specifically agreed that this Contract will govern, whether such conflicting documents are prior to or subsequent to this Contract, unless each subsequent writing specifically enumerates it is in place of all or part of this Contract.

ARTICLE 10. GOVERNING LAW

The interpretation, validity and enforcement of this Contract shall be governed by and construed under any and all present and future local, state and federal laws, statutes, rules and regulations ("Laws"); and in the event of a conflict between this Contract and the said Laws, then the latter shall control.

ARTICLE 11. TERMINATION OF CONTRACT

If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to its employees or approved subcontractors, or persistently disregard instructions of the PHA or fail to observe or perform the provisions of this Contract, or otherwise be guilty of a substantial violation of any provision of this Contract, then the PHA may, without prejudice to any other rights or remedies of the PHA, terminate this Contract.

In such event, the PHA may take over and prosecute the work to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the PHA for any excess costs occasioned the PHA thereby; and in such case, the PHA may adopt all approved subcontracts made by the Contractor and may take possession of and utilize in completing the work such materials and appliances as may be on the site of the work and necessary therefore. The foregoing provisions are in addition to, and not in limitation of, any rights of the PHA under any provisions of this Contract.

ARTICLE 12. TERMINATION FOR CONVENIENCE

The Contracting Officer may terminate this Contract in whole, or part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which the performance of work under the contract is terminated, and the date upon which such termination becomes effective. If the Contractor has not been paid for the work performed to the date of termination, then the PHA shall make payment of the same; and the Contractor shall have no other claims for such termination.

ARTICLE 13. APPEALS AND REMEDIES

13.1 GENERAL - It is the PHA's policy to resolve all contractual issues informally at the PHA level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the PHA level. When appropriate, the PHA may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. HUD will only review protests in cases of violations of federal law or regulations and failure of the PHA to review a complaint or protest.

13.2 BID PROTESTS - Any actual or prospective Contractor may protest the solicitation or award of a contract for serious violations of procurement principles. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

13.3 CONTRACT CLAIMS - All claims by a Contractor relating to performance of this Contract shall be submitted in writing to the Contracting Officer or designee for a written decision. The Contractor may request a conference on the claim. The parties authorize the Contracting Officer to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract and his decision shall be conclusive, final and binding on the parties. The Contracting Officer's decision shall inform the Contractor of its appeal rights to a higher level in the PHA, such as the Executive Director, or a designated Board member, or the Board of Commissioners. If the Contractor wishes to protest the determination of the Contracting Officer further, the Contractor may commence a lawsuit under Article 78 of the New York Civil Practice Law and Rules, it being understood the review of the court shall be limited to the question

of whether or not the Contracting Officer's decision is arbitrary, capricious or grossly erroneous to evidence bad faith.

ARTICLE 14. NOTICES

14.1 CONTRACTOR RESPONSIBILITY - Any notice to the PHA must be in writing, delivered to the PHA's central office, or sent by certified mail return receipt requested addressed to the PHA.

14.2 PHA RESPONSIBILITY - Notice to the Contractor must be in writing, delivered to the Contractor, or sent by certified mail return receipt requested addressed to the Contractor.

14.3 All notices shall be deemed delivered:

- (1) Personal Service: upon personal service.
- (2) Certified Mail Return Receipt Requested:
 - (i) if delivered, upon the date it is received and signed for by a recipient.
 - (ii) if returned to the PHA as undelivered, upon the date affixed to the certified mail receipt by the Post Office at the time of mailing.

ARTICLE 15. SEVERABILITY

If any provision of this Contract or the application of any provision of this Contract is held invalid, the remainder of this Contract and the application of such provision, other than to the extent it is held invalid, will not be invalidated or affected thereby.

ARTICLE 16. SECTION HEADINGS

Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of this Contract.

ARTICLE 17. OTHER CONTRACTS

The PHA may undertake or award other contracts for additional work at or near the site of the work under this Contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this Contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees. However, it shall be noted that although PHA employees may offer assistance and direction in some instances, final authority for proceeding in any matter rests with the Contracting Officer.

ARTICLE 18. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

18.1 The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and
- (5) the character of equipment and facilities needed preliminary to and during work performance.

The Contractor also acknowledges that it has satisfied itself as to the character of obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from the drawings and specifications made a part of this Contract. Any failure of the contractor to take actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

18.2 The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

ARTICLE 19. PERMITS AND CODES

19.1 The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the Contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the Contract by change order to conform to the code or regulation.

19.2 The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or

part of these permits, fees and licenses, without cost to the Contractor, the Contract amount shall be reduced accordingly.

ARTICLE 20. HEALTH, SAFETY AND ACCIDENT PREVENTION

In performing this Contract, the Contractor shall:

- (1) Ensure that no employee shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety.
- (2) Prevent damage to property, materials, supplies, and equipment; and
- (3) Avoid work interruptions.

ARTICLE 21. CLEAN AIR AND WATER (Applicable to Contracts in Excess of \$100,000)

21.1 Definition – “Facility” means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any approved subcontractor, used in the performance of the Contract or any approved subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

21.2 In compliance with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR Part 15, pursuant to the Clean Air Act, as amended (“Air Act”), 42 U.S. C. 7401, et seq., 33 U.S. C. 1251, et seq., and Executive Order 11738, the Contractor agrees to:

- (1) Not utilize any facility in the performance of this contract or any approved subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;
- (2) Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this Contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List.
- (3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and
- (4) Include or cause to be included the provisions of this clause in every approved subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

ARTICLE 22. ENERGY EFFICIENCY

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under the Contract is performed.

ARTICLE 23. WARRANTY OF TITLE

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

ARTICLE 24. WARRANTIES

24.1 In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any approved subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date that the PHA takes possession.

24.2 The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA owned or controlled real or personal property when the damage is the result of:

- (1) The Contractor's failure to conform to Contract requirements; or
- (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

24.3 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

24.4 The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

24.5 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

24.6 With respect to all warranties, express or implied, from approved sub-contractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
- (3) Enforce all warranties for the benefit of the PHA.

24.7 Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs 24.1 and 24.3 above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

ARTICLE 25. CONTRACT PERIOD

The duration of this Contract shall be for a period of ONE year(s), or within the time schedule established in the notice to proceed issued by the Contracting Officer and may be extended by the PHA prior to the completion of the contract for a period of up to two (2) one (1) year extensions.

ARTICLE 26. ORDER OF PRECEDENCE

In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

ARTICLE 27. CONTRACT MODIFICATIONS

27.1 Only the Contracting Officer has authority to modify any term or condition of this Contract. Any Contract modification shall be authorized in writing.

27.2 The Contracting Officer may modify the Contract unilaterally

- (1) Pursuant to a specific authorization stated in a Contract clause; or
- (2) For administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other Contract modifications shall be in the form of supplemental agreements signed by the Contractor and Contracting Officer.

27.3 When a proposed modification requires that approval of HUD prior to its issuance, such modification shall not be effective until the required approval is received by the PHA.

ARTICLE 28. SUSPENSION OF WORK

The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA; and the Contractor agrees to make no claims for any damages whatsoever.

ARTICLE 29. SUBCONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

If the PHA agrees to an assignment of this Contract, the Contractor shall take the following steps to ensure that, whenever possible, the approved subcontract are awarded to small business firms, minority firms, women's business enterprise, and labor surplus area firms:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- (4) Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of commerce, and State and local governmental small business agencies.

ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (a) employment, (b) upgrading, (c) demotion, (d) transfer, (e) recruitment or recruitment advertising, (f) layoff or termination, (g) rates of pay or other forms of compensation, and (h) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers= representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(8) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(9) The Contractor shall include the terms and conditions of this clause in every approved subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each approved subcontractor or vendor. The Contractor shall take such action with respect to any approved subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with an approved subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**ARTICLE 31. EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES
FOR LOW-INCOME PERSONS, SECTION 3 OF THE HOUSING
AND URBAN DEVELOPMENT ACT OF 1968**

31.1 The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

31.2 The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

31.3 The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

31.4 The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

31.5 The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

31.6 Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.

31.7 The Contractor agrees to submit written reports to the PHA every ninety (90) days outlining those steps taken to implement Section 3 and the results attained.

ARTICLE 32. INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Contract or to any benefit that may arise there from.

**ARTICLE 33. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND
FORMER MEMBERS, OFFICER, OR EMPLOYEES**

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

**ARTICLE 34. LIMITATIONS ON PAYMENTS MADE TO INFLUENCE CERTAIN
FEDERAL FINANCIAL TRANSACTIONS**

34.1 The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay 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 any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

34.2 The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 a Federal contract, grant, loan, or cooperative agreement.

ARTICLE 35. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

ARTICLE 36. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

36.1 The PHA, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contractor for the purpose of making audit, examination, excerpts, and transcriptions.

36.2 The Contractor agrees to include in first-tier approved subcontracts under this Contract a clause substantially the same as paragraph 36.1 above. "Subcontract", as used in this clause, excludes purchase orders not exceeding \$10,000.

36.3 The periods of access and examination in paragraphs 36.1 and 36.2 above for records relating to (1) appeals under the **Disputes** clause of this Contract, (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs and expenses of this Contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

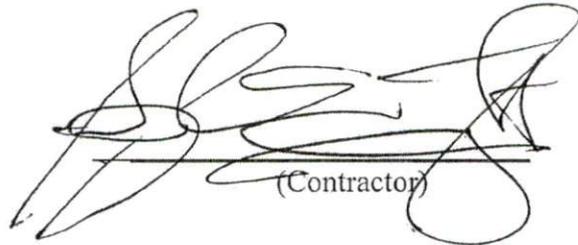
36.4 In addition to the above, the Contractor agrees to deliver the Contractor's payroll records to the PHA every quarter for the purpose of making audit, examination, excerpts, and transcriptions.

ARTICLE 37. LOCAL, STATE AND FEDERAL LAWS

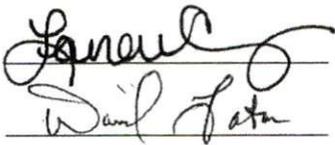
Notwithstanding anything to the contrary herein contained, it is expressly agreed that this Contract is subject to any and all present and future local, state and federal laws, statutes, rules and regulations.

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

Seal


(Contractor)

Attest:


Daniel Lata

By Stanley McCnight
Title COO

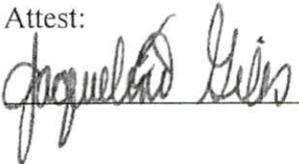
Business Address:

928 McCallie Ave.
(Street)

Chattanooga TN 37403
(City) (State) (Zip)

THE MUNICIPAL HOUSING AUTHORITY
FOR THE CITY OF YONKERS

Attest:



By Joseph Shuldiner
Joseph Shuldiner-Contracting Officer

Business Address:

1511 Central Park Avenue - PO Box 35
(Street)

Yonkers, New York 10710
(City) (State) (Zip)

ROCIO REYES
NOTARY PUBLIC STATE OF NEW YORK
No. 01RE6185655
Qualified in Westchester County
Commission Expires 04/21/20 16



AFFAIRS OF THE TOWN

ITEM 5

NO ATTACHMENT

AFFAIRS OF THE TOWN

ITEM 6

**ATTACHMENT NOT
AVAILABLE**