

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
1996 CLEAN WATER/CLEAN AIR BOND ACT  
ENVIRONMENTAL RESTORATION PROGRAM  
STATE ASSISTANCE CONTRACT

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IN RE:

Municipality Name: City of New Rochelle/County of Westchester

Site Name: Davids Island

Site Address: Davids Island, New Rochelle, NY Contract Number: C303006

Site Number: E360077 Amendment Number: 3

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This CONTRACT, (Amendment No. 3) is made between the New York State Department of Environmental Conservation (Department), acting for and on behalf of the State, and City of New Rochelle (Municipality), with offices located at 515 North Avenue, New Rochelle, NY 10801, jointly with the County of Westchester, with offices located at Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601 (hereinafter "Municipality").

WITNESSETH

WHEREAS, the Department and the Municipality entered into a contract on July 13, 2006, (Original Contract - the date the original contract was stamped as approved by OSC), which was duly assigned Contract No: C303006, by the Office of the State Comptroller (State Comptroller); and

WHEREAS, the Original Contract was modified by the parties by Amendment No. 1, dated March 31, 2009; and

WHEREAS, the Original Contract was modified by the parties by Amendment No. 2, dated September 7, 2010; and

WHEREAS, there are circumstances necessitating a modification of the Original Contract and the parties desire to amend said Original Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, and conditions made herein, the parties agree as follows:

AMEND NEW SACS (July 2007)

(1). Item "U" in Section XVII of the Original Contract is hereby revised and updated as follows:

U. The term of this Contract shall start September 30, 2005. This Contract shall end on December 30, 2011. The Municipality agrees to proceed expeditiously with and to complete the Project in accordance with Work Plans approved by the Department, and any revisions thereto, and to carry out its other obligations under this Contract.

(2). Section XV of the Original Contract, entitled "Communications A.", is hereby revised and updated as follows:

A. All written communications required by this Contract shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Municipality shall be sent to:

Matthew Hubicki, Project Manager  
NYS Dept. of Environmental Conservation  
Remedial Bureau C  
Division of Environmental Remediation  
625 Broadway 11<sup>th</sup> Floor  
Albany, NY 12233-7014

2. Communication from the Department to Municipality shall be sent to:

Charles B. Strome III  
City Manager  
City of New Rochelle  
515 North Avenue  
New Rochelle, NY 10801

Robert P. Astorino  
County Executive  
Westchester County  
Michaelian Office Bldg.  
148 Martine Ave.  
White Plains, NY 10601

(3). The Scope of Work, Schedule A is hereby deleted and replaced with a new Scope of Work, dated September 23, 2010.

(4). Appendix A, dated June 2006, is hereby replaced by Appendix A, dated November 2010, attached hereto.

AMEND NEW SACS (July 2007)

(5). Payments for expenditures incurred under this contract will be rendered electronically to the Recipient. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Recipient shall comply with the Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 486-1255. The Recipient acknowledges that it will not receive payment under this Contract if it does not comply with the Comptroller's electronic payment procedures.

(6). This Contract and Amendment No: 3 will be effective upon approval and filing by the State Comptroller in accordance with Section 112 of the State Finance Law.

(7). Except as specifically modified herein, all terms and conditions of the Original Contract remain in full force and effect.

NEW YORK STATE  
ENVIRONMENTAL RESTORATION PROGRAM  
STATE ASSISTANCE CONTRACT

In witness whereof, the parties have signed this Contract on the date indicated opposite each signature. The signatory for the Department provides the following Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

**FOR DEC**

By: *Nancy W. Fuss*  
Title: *Director of MBS*  
Date: *March 4, 2011*

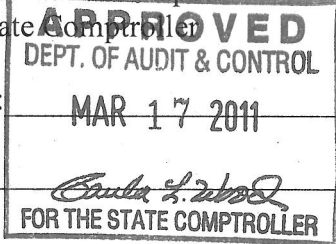
**FOR DOL**

Approved as to form:

By: \_\_\_\_\_  
for the Attorney General  
Date: \_\_\_\_\_

**FOR OSC**

Approved:

Thomas P. DiNapoli  
State Comptroller  
By: *MAR 17 2011*  
Date: \_\_\_\_\_  
  
*Carla L. [Signature]*  
FOR THE STATE COMPTROLLER

The contract is not effective until it is approved by the NYS Office of the State Comptroller and filed in his office (Section 112, State Finance Law).

NEW YORK STATE  
ENVIRONMENTAL RESTORATION PROGRAM  
STATE ASSISTANCE CONTRACT

In witness whereof, the parties have signed this Contract on the date indicated below each signature. The signatory for the State provides the following Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

**FOR MUNICIPALITY:** County of Westchester

Name: Robert P. Astorino

By: Robert P. Astorino

Title: County Executive

Date: 2/2/11

State of New York  
County of Westchester ) ss:

On this 2<sup>nd</sup> day of February, 2011, before me, the undersigned, personally appeared ROBERT P ASTORINO (name) or (names) personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name 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 on behalf of which the individual(s) acted, executed the instrument.

By: Patricia E. Leavy  
Signature and office of the individual taking acknowledgment



Date: February 2, 2011

PATRICIA E. LEAVY  
Notary Public, State of New York  
No. 01LE4813341  
Qualified in Westchester County  
Commission Expires August 31, 2016  
2014

NEW YORK STATE  
 ENVIRONMENTAL RESTORATION PROGRAM  
 STATE ASSISTANCE CONTRACT

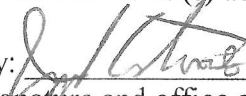
In witness whereof, the parties have signed this Contract on the date indicated below each signature. The signatory for the State provides the following Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

**FOR MUNICIPALITY:** City of New Rochelle


  
 Name: CHARLES B. STROMO, III  

  
 By: CL B. STROMO  
  
 Title: City Manager  
  
 Date: 9/30/10

State of NY )  
 ) ss:  
 County of WESTCHESTER )

On this 30 day of SEPT., 2010, before me, the undersigned, personally appeared \_\_\_\_\_ (name) or (names) personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name 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 on behalf of which the individual(s) acted, executed the instrument.

By:   
 Signature and office of the individual taking acknowledgment  
  
 Date: 9/30/10

**JOSEPH COTRONEO**  
 Notary Public, State of New York  
 No. 01CO6048179  
 Qualified in Westchester County  
 Commission Expires Sept. 18, 20 14

(6). Except as specifically modified herein, all terms and conditions of the Original Contract remain in full force and effect.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
 1996 CLEAN WATER/CLEAN AIR BOND ACT  
 ENVIRONMENTAL RESTORATION PROGRAM  
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SCHEDULE A

Scope of Work  
 Dated September 23, 2010

Municipality Name: City of New Rochelle / County of Westchester  
 Site Name: Davids Island  
 Site Address: Davis Island, New Rochelle, NY 10801      Contract Number: C303006  
 Site Number: E360077      Amendment Number: 3

GENERAL PURPOSE

The general purpose of this project is to undertake all approved activities necessary to complete the Project required by this Contract. Project-specific Work Plans will become part of and enforceable under this Contract upon approval by the Department.

GENERAL SCOPE

INVESTIGATION:

The Remedial Investigation/Alternatives Analysis Report (RI/AAR) will involve all tasks necessary to investigate the site conditions, determine the public health and environmental impacts of the site, and to utilize this information to develop and evaluate appropriate remedial actions. During the RI/AAR, the Municipality will also remove and properly dispose of contaminants within all containment vessels, such as drums, tanks and transformers, located on the Site.

Specific tasks include: work plan development, site characterization, investigation of off-site impacts, a survey of the site and a metes and bounds description of the site, an exposure assessment, development of alternatives, screening of alternatives, post-screening field work, detailed analysis of alternatives, data validation, and public participation. Data collection and analysis will provide a sufficient basis for the Department to prepare a Proposed Remedial Action Plan (PRAP) and present it to the public.

INVESTIGATION CALCULATION:

	On-site	Off-site	Demolition/Asbestos	Total
Total Eligible Cost:	\$ 1,035,026	\$ 268,917	\$ 45,000	\$ 1,348,943
Percentage:	90%	100%	50%	N/A
Total SAC Amount:	\$ 931,523	\$ 268,917	\$ 22,500	\$ 1,222,940
Amendment Amount:			Less: Executed SAC Amount:	\$ 1,222,940
			SAC Amendment Amount:	\$ 0

AMEND NEW SACS (July 2007)



**STANDARD CLAUSES FOR NYS CONTRACTS**

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on

its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(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, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in

accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development  
Division of Minority and Women's Business  
Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

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

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

CITY OF NEW ROCHELLE, N.Y.

Introduced On: 11/10/09

Introduced By:

Held:

Adopted:

No. 205

Council Members Louis J. Trangucci,  
 Moved: Albert A. Tarantino, Jr., James C. Stowe,  
 (and) Richard E. St. Paul, Barry R. Fertel,  
 Seconded: Marianne L. Sussman and Mayor Noam Bramson

Dist	Member	Yeas	Nays	Abstain	Absent
1st	Trangucci	✓			
2nd	Tarantino	✓			
3rd	Stowe	✓			
4th	St. Paul	✓			
5th	Fertel	✓			
6th	Sussman	✓			
Mayor	Bramson	✓			

Approved As To Form: Kathleen Gill  
 Int. Corporation Counsel

6.1

SUBJECT  
OR  
TITLE }

ORDINANCE AMENDING ORDINANCE NO. 244 OF 2008, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2009, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE STATE ASSISTANCE CONTRACT FOR THE DAVIDS ISLAND ENVIRONMENTAL RESTORATION INVESTIGATION PROJECT.

WHEREAS, the Department of Public Works is undertaking the environmental site investigation phase of the Department of Environmental Conservation's (DEC) Environmental Restoration Program (ERP), which is funded through reimbursement (up to 90% of the project costs for investigation work and 100% for any off site work); and

WHEREAS, the County of Westchester, through a previously executed Inter-Municipal Agreement, is reimbursing the City 5% of the total costs, up to a maximum of \$60,000; and

WHEREAS, the funding for this project was originally estimated at \$1,000,000 and was amended in May of 2008 to increase the project estimate to \$1,271,111; and

WHEREAS, the results of the investigation to date and the solicitation of comments from the affected agencies has resulted in additional analysis required by DEC Division of Fish and Wildlife, which will require the incorporation of the results into the remediation alternatives; and

WHEREAS, at this time it is necessary to modify the agreement between the City and DEC to increase the reimbursement limits and to increase funding for the project; now therefore,

BE IT ORDAINED by the City of New Rochelle, as follows:

1. The City Council accepts an increase of the grant from DEC from \$1,142,000 in 2008 to \$1,216,775.
2. The City Council authorizes that the City's funding for this project will be increased to \$77,111 from \$69,111.
3. The City Manager is authorized to execute an amendment to the State Assistance Contract with the DEC with respect to the Environmental Restoration Investigation Project for Davids Island.

11/30/09

Authenticated and certified this

17th day of November 2009

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

6.1.

4. In order to accomplish the foregoing, Ordinance No. 244 of 2008, the Budget of the City of New Rochelle, is hereby amended to read as follows:

*Increase Appropriations – General Fund:*

IT9KF            Transfer to Capital Fund            \$8,000

*Decrease Appropriations – General Fund:*

UE4CO            Contingency for Grant Match            (\$8,000)

*Increase Estimated Revenue – Capital Fund:*

CP 005.AA        NYS Aid – DEC (Davids Island)        \$74,775  
CP 001            Transfer from General Fund            8,000

*Increase Appropriations – Capital Fund:*

CP 5021           Davids Island Remediation            \$82,775

5. The City Manager is authorized to execute the associated amendments to the State Assistance Contract with DEC for the Davids Island Environmental Restoration Investigation Project.

Matter in [brackets] omitted.  
Mater underlined added.

STATE OF NEW YORK        }  
COUNTY OF WESTCHESTER } ss.:  
CITY OF NEW ROCHELLE    }

I, BENNIE F. GILES, III, City Clerk of the City of New Rochelle, do hereby certify that I have compared the preceding RESOLUTION with the original RESOLUTION NO. 205 adopted at a meeting of the COUNCIL of the City of New Rochelle, held on the 17TH day of NOVEMBER, 2009, and do hereby certify that the same is a correct transcript therefrom and of the whole of such original.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the Official Seal of the City of New Rochelle, this 1ST day of OCTOBER, 20 10.

Bennie F. Giles  
City Clerk

601

4. In order to accomplish the foregoing, Ordinance No. 244 of 2008, the Budget of the City of New Rochelle, is hereby amended to read as follows:

*Increase Appropriations – General Fund:*

IT9KF            Transfer to Capital Fund            \$8,000

*Decrease Appropriations – General Fund:*

UE4CO            Contingency for Grant Match            (\$8,000)

*Increase Estimated Revenue – Capital Fund:*

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CP 001            Transfer from General Fund            8,000

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CP 5021           Davids Island Remediation            \$82,775

5. The City Manager is authorized to execute the associated amendments to the State Assistance Contract with DEC for the Davids Island Environmental Restoration Investigation Project.

Matter in [brackets] omitted.  
Mater underlined added.

STATE OF NEW YORK        }  
COUNTY OF WESTCHESTER } ss.:  
CITY OF NEW ROCHELLE    }

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**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the Official Seal of the City of New Rochelle, this 1ST day of OCTOBER, 20 10.

Bennie F. Giles  
City Clerk

**RESOLUTION NO. 84 - 2005**

A **RESOLUTION** authorizing the items listed below pursuant to the Clean Water/Clean Air Bond Act of 1996 in connection with the remediation of Davids Island.

**WHEREAS**, the County of Westchester (hereinafter the "County") has been advised by the New York State Department of Environmental Conservation ("NYSDEC") that certain work, as described in its co-application with the City of New Rochelle (hereinafter the "City") and its attachments, will be required ("Project"), and after thorough consideration of the various aspects of the problem has hereby determined that the work specified in such application is desirable; is in the public interest and is required in order to implement the Project; and

**WHEREAS**, Article 56 of the NYS Environmental Conservation Law authorizes State assistance to municipalities for environmental restoration projects by means of a contract and the County deems it to be in the public interest and benefit under this law to enter into a joint contract with the City of New Rochelle therefor; and

**NOW THEREFORE, BE IT ENACTED** by the Board of Legislators of the County of Westchester as follows:

Section 1. The County Executive, or his authorized designee, is hereby authorized to act on behalf of the County in all matters related to the State assistance under ECL Article 56, Title 5 in connection with this joint application with the City for the funding of the Project, as described herein. The County Executive, or his



authorized designee, is authorized to make application therefor, execute the State Assistance Contract, as co-recipient with the City, submit Project documentation, and otherwise act for the County's governing body in all matters related to State assistance for the Project.

s2. The County agrees that it will fund its portion of the cost of the Project and that funds will be made available to initiate the Project's field work within twelve (12) months of written approval of its joint application with the City by the New York State Department of Environmental Conservation.

s3. A certified copy of this authorizing Resolution shall be prepared and transmitted to the New York State Department of Environmental Conservation together with the joint Application for State Assistance and to the City of New Rochelle.

s4. This Resolution shall take effect immediately upon passage and shall specifically apply to the application annexed hereto as Schedule "B."