Questions regarding Main Street Request For Proposals:

1) **Question 1:** One engineering firm raised a question about the wording in the RFP, “The work will include curbs and sidewalks (where deteriorated and in disrepair), new brick pavers (where deteriorated and missing).” The engineer stated that replacing deteriorated areas is often more costly than replacing an entire stretch of sidewalk and streetscape improvements and asked how to address this issue in submitting a proposal.

   **Answer:** As stated in the RFP, the City is requesting proposals from qualified consultants to design streetscape improvements, prepare construction documents (including engineering and survey work), and provide inspection assistance. The City is interested in proposals from engineers to work with the City on the project design and costs. If the consultant anticipates designing the entire replacement of the curbs and sidewalks then they should so state in the proposal and price the engineering work accordingly. If the costs are expected to exceed the available grant funds, then the consultant should so state.

2) **Question 2:** One engineering firm raised a question about coordination regarding inspection services where the RFP states “City Public Works and Planning staff will augment inspection with approximately $5,000 of in-kind services, and Planning staff will manage the grant, project design and construction.”

   **Answer:** The City Planning staff will work with the consultant to provide the City requirements for the front end of contract documents. The engineer will author all the technical specifications and construction drawings. Grant administration would not be part of the proposed contract with the consultant.

   The City will assist the inspector by observing construction and addressing issues with the contractor in the field when the inspector is not on-site. The consultant should estimate the number of hours of their inspection time needed, assuming the City assists with approximately 5 hours per week over the course of construction.

3) **Question 3:** One engineering firm asked how to bid on the RFP, when they presume the entire project costs will likely exceed the available New York State grant of $250,000 to fund the project.

   **Answer:** According to the RFP, “Total funding for engineering, survey, inspection, electrical work, and to purchase and install all components to complete the project is approximately $250,000.” If the consultant feels the costs will exceed the $250,000 then the consultant should so state and should propose a fee that reflects reasonable engineering costs associated with the expected total project costs.

4) **Question 4:** Was there a Technical Memo, Cost Estimate, or some other documentation that can be shared with interested consultants that substantiates the itemized allocations
(i.e., engineering, survey, bid phase, construction observation, electrical work, and purchase/install of components, maintenance of traffic) that comprised the $250,000 grant budget?

**Answer:** Documentation is contained in the grant application (attached). The estimate was based on costs associated with recently completed streetscape projects in downtown Peekskill.

5) **Question 5:** Given that the RFP clearly states, “the consultant must comply with all terms and conditions of the City’s contract with the NYS Dormitory Authority for this work,” can this contract be shared with interested consultants so they can have knowledge about the involved terms and conditions?

**Answer:** The Dormitory Authority contract is attached.

6) **Question 6:** Does the City have some previous concept design or preliminary design plans for this project area that would be available to interested consultants to review? Because there is no provision in the RFP scope for design development effort prior to the requested delivery of the construction documents.

**Answer:** The preliminary grant application, NYS Dormitory Authority contract and project photos are attached. Design will complement recently completed streetscape improvements on Brown Street and South Division Street in Peekskill. This work can be observed by the consultant since it is on public property.
### STATE AND MUNICIPAL FACILITIES PROGRAM

**PRELIMINARY APPLICATION**

**SECTION 1: DATA SHEET / GENERAL INFORMATION**

- **A. Project Name:** Main Street Streetscape Improvements
  - **Project Location:** North side of Main Street, from Nelson Ave to North Division Street, Peekskill, NY

- **B. Applicant Organization:**
  - **Legally Incorporated Name:** City of Peekskill
  - **Street (not P.O. Box):** 840 Main Street
  - **City:** Peekskill, NY
  - **Zip:** 10566
  - **County:** Westchester
  - **Phone:** 914-734-4218
  - **Fax:**
  - **Contact Name & Title & email:** Jean Friedman, Director of Planning
    - **Email:** jfriedman@cityofpeekskill.com
  - **Federal Taxpayer I.D./Charity Reg.# (Non-profits Only):**

1. **Type of Organization:**
   - (X) Municipality
   - ( ) Local Development Corporation or Industrial Dev. Agency
   - ( ) Not-for-Profit
   - ( ) University/Educational Org.
   - ( ) Business Corporation
   - ( ) Other (please describe)

2. **Is the organization currently seeking or receiving any other New York State assistance for this project?**
   - (X) No
   - ( ) Yes

   If your answer is “yes”, please provide a detailed explanation on an attached separate sheet.

3. **Name of project beneficiary if not applicant:** N/A

### SECTION 2: PROJECT DESCRIPTION

**A. Project Description and Amount**

1. Please attach a detailed description of the specific capital project that will be undertaken and funded pursuant to this application. **Narrative attached.**

2. Please list the amount of funding anticipated to be received from the State and Municipal Facilities Program for this project.
   - $250,000

3. **Project Start Date:** Upon grant award
   - **Anticipated Date of Project Completion:** 8 months from grant award

### SECTION 3: PROJECT BUDGET, DISBURSEMENT SCHEDULE, & OPERATING COSTS

**A. Use of Funds**

Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary).
### USE OF FUNDS

<table>
<thead>
<tr>
<th>Direct Costs:</th>
<th>State</th>
<th>In-Kind/Equity/Sponsor Contribution</th>
<th>Other sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering, survey and inspection</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Concrete sidewalk &amp; curb sections; brick paver amenity strip</td>
<td>$80,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9 decorative LED lights</td>
<td>$72,000</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Trees, benches, contingency</td>
<td>$18,000</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Kearney Development for 112 If of new sidewalk, curb and brick pavers</td>
<td>$20,000</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

| Indirect/Soft Costs:              |       |                                     |               |
| City of Peekskill project management (in-kind) | $15,000 |                                     |               |
| City of Peekskill inspections (in-kind) | $5,000  |                                     |               |
| **Total:**                        | $250,000 | $20,000                              | $20,000       |

**TOTAL: $290,000**

B. Please describe other sources of funds and if they have been secured. **Kearney Development completed sidewalk, curbs and pavers at 922 MainStreet, a distance of 112 linear feet within the project area, for a total private contribution of $20,000. The City of Peekskill will contribute approximately $20,000 in in-kind services through project and grant management and inspection services. This is a total of $40,000 in additional funds over and above the $250,000 grant amount. This streetscape project is one phase of a larger streetscape project for Main Street and downtown that will be completed as funds are secured. This is a discrete stand-alone phase that will be a catalyst for future phases and new private development in downtown.**

C. Does the project require environmental or other regulatory permits? Have they been secured? (x) No ( ) Yes

D. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA) or is such review necessary to obtain any governmental approvals? (x) No ( ) Yes

**Common Council will be Lead Agency and make a SEQR determination during the project design phase.**

E. Please describe the ongoing operating costs required to maintain the proposed project and the sources of these funds. **Normal maintenance by City DPW staff, paid from the General Fund; property owners are required to maintain and keep the sidewalk in front of their property clean and in an orderly and safe condition.**

### SECTION 4: ELIGIBILITY FOR TAX -EXEMPT FINANCING

1. Do you believe your project is eligible for tax-exempt financing under the Federal Internal Revenue Service code? (x) No ( ) Yes
2. Has the applicant or proposed recipient of funds previously received financing from the sale of tax-exempt bonds? If yes, attach a schedule describing the details of such financing. 
   (x) No ( ) Yes

3. Does the applicant or proposed recipient of funds anticipate applying for financing for this project from the sale of other tax-exempt bonds?
   (x) No ( ) Yes

4. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made? If yes, attach a schedule showing details of such disbursements (date, purpose, payee, etc.).
   (x) No ( ) Yes

5. Does the applicant or proposed recipient of funds plan to occupy 100% of the project facility? If no, attach a schedule explaining the planned occupancy.
   ( ) No (x) Yes

Signature of Applicant: ___________________________  Date: 4/18/15
STATE AND MUNICIPAL FACILITIES PROGRAM
PRELIMINARY APPLICATION

SECTION 2: PROJECT DESCRIPTION

A. Project Description and Amount -
   Detailed description of the specific capital project that will be undertaken and funded
   pursuant to this application:

   Streetscape improvements will be made to the north side of one long block (approximately
   700 linear feet) of Main Street (Rte 6) which is the main thoroughfare through downtown
   Peekskill (see attached maps). This grant project includes the preparation of construction
   documents (including engineering and survey work) for new curbs and sidewalks (where
deteriorated and in disrepair), new brick pavers (where deteriorated and missing),
decorative LED streetlights to match existing lights in downtown, and trees and benches
where needed. The construction documents will be publicly bid and awarded.
Construction and inspection services will be grant-funded. City Public Works and
Planning staff will augment inspection with approximately $5,000 of in-kind services, and
Planning staff will manage the design and construction with $15,000 of in-kind services.

   A new concrete sidewalk, curbs, and new brick pavers were just installed this month on
112 linear feet of this block by private developer Kearney Development, as part of the
Lofts on Main mixed use project. The grant will fund the installation of trees, decorative
lights and benches where needed along this section, but the major infrastructure work on
public property fronting 922 Main Street has been completed with private matching funds
of approximately $20,000.

   The City of Peekskill completed three streetscape projects in downtown within the last two
years, with NYS funding assistance and City cash matches. These projects are located on
Brown and Esther Streets and South and South Division Streets, approximately 500 feet
from the proposed project, and on Main Street, approximately one-third mile from the
project location. Similar streetscape work was completed along sections of Main and
North Division Streets, contiguous to the project site, by the County of Westchester about
five years ago. This project will continue the successful momentum that the City has had
over the past few years upgrading its downtown streetscape attractiveness and
functionality for businesses, residents and visitors.

   This streetscape project is one phase of a larger streetscape project for Main Street and
the downtown that will be completed as funds are secured. This is a discrete stand-alone
phase that will be a catalyst for future phases and new private development in downtown.
August 9, 2019

VIA OVERNIGHT MAIL

Ms. Jean Friedman
Director of Planning
City of Peekskill
840 Main Street
 Peekskill, NY 10566

Subject: State and Municipal Facilities Program ("SAM")
Main Street Streetscape Improvements
Project ID: #13067

Dear Ms. Friedman:

Enclosed please find one (1) fully executed original Grant Disbursement Agreement for your files. At this time you may forward requisitions for payment, along with your wire instructions, to the attention of Accounts Payable – Grants (if you haven’t done so already), utilizing the forms provided in the Grant Disbursement Agreement. In addition, we have attached a list of Frequently Asked Questions. This list was designed to answer many of the questions that you may have about the Grant process. If you should have any additional questions about submitting a requisition, please contact the accounts payable hotline at (518) 257-3777, and an accountant will get back to you shortly.

Thank you.

Sincerely,

[Signature]

Sarah D. Antonacci
Assistant Director, Grants Administration

Enc.

cc: Accounts Payable, DASNY
This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

| DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"): | 515 Broadway  
Albany, New York 12207  
Contact: Karen Hunter  
Phone: (518) 257-3177  
E-mail: grants@dasny.org |
|---------------------------------------------------------|
| THE GRANTEE: City of Peekskill | 828 Main Street  
Peekskill, NY 10566  
Contact: Ms. Jean Friedman  
Phone: (914) 734-4218  
Email: jfriedman@cityofpeekskill.com |
| THE PROJECT: Main Street Streetscape Improvements |

| PROJECT LOCATION: City of Peekskill |
| PROJECT ADDRESS: North Side of Main Street, from Nelson Ave. to North Division Street, Peekskill, NY |
| GRANT AMOUNT: $250,000 |
| FUNDING SOURCE: State and Municipal Facilities Program ("SAM") |

For Office Use Only:  
PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE: 07/25/18  
DATE GDA SENT TO GRANTEE: 06/27/19  
DATE AGREEMENT SIGNED BY GRANTEE: 7/15/19  
DATE AGREEMENT SIGNED BY DASNY: 8/7/19  
EXPIRATION DATE OF THIS AGREEMENT: 8/7/22

Updated 1-2-19
TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the “Project”) which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.

b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:

i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;

ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or

iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.

c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee’s business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.
4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee’s counsel, in substantially the form attached hereto as Exhibit B; and

b) The requirements of the SAM Program have been met; and

c) The monies required to fund the Grant have been received by DASNY; and

d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the “Segregated Account”). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.

e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.

f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (https://grantsmanagement.ny.gov/) in order to receive Grant funds. The Grantee’s Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:

i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

ii. copies of invoices for Eligible Expenses from the Grantee’s contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and

iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
b) Payment on Invoice:

i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:

1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

2) copies of invoices for Eligible Expenses from the Grantee’s contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and

3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.

ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.

d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee hereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY’s Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

e) In no event will DASNY make any payment which would cause DASNY’s aggregate disbursements to exceed the Grant amount.

f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY’s Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the “Indemnities”) from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the “Bonds”) to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnites.
8. **Warranties and Covenants**

The Grantee warrants and covenants that:

a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.

b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.

c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.

d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.

e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.

f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.

g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.

h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.

j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.

Updated 1-2-19
k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY’s Accounts Payable Department at the time of requisition.

l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee’s document vault on the New York State Grants Reform Gateway (https://grantsmanagement.ny.gov/).

m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.

n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.

o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.

p) The Grant shall not be used in any manner for any of the following purposes:

i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;

iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee’s Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee’s Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, “ownership” means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and “control” means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and
iv. payment to any member of Grantee’s Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker’s compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.

s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire (“GQ”), attached hereto as Exhibit C, or the Grantee’s document vault in the New York State’s Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

a) Each of the following shall constitute a default by the Grantee under this Agreement:

i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.

ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.

iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.

iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.

vi. The Grantee abandons the Project prior to its completion.

vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.

c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.


The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document’s cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.
15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee’s documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked “confidential” by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY’s sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.
This agreement is entered into as of the latest date written below:

GRANTEE: CITY OF PEEKSKILL

(Signature of Grantee Authorized Officer)

Richard Leins, City Manager
(Printed Name and Title)

Date: July 15, 2019

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

(Signature of DASNY Authorized Officer)

Michael T. Carrigan, V.P.
(Printed Name)

Date: 7/1/19
GRANT DISBURSEMENT AGREEMENT
EXHIBITS

EXHIBIT A  Project Budget
EXHIBIT B  Opinion of Counsel
EXHIBIT C  Grantee Questionnaire
EXHIBIT D  Disbursement Terms
EXHIBIT E  Payment Requisition Form and Dual Certification
EXHIBIT E-1  Payment Requisition Cover Letter
EXHIBIT E-2  Payment Requisition Back-up Summary
EXHIBIT F  Non-Discrimination and Affirmative Action Policy
### EXHIBIT A: Project Budget

**City of Peekskill**  
**Main Street Streetscape Improvements**  
**Project ID 13067**

<table>
<thead>
<tr>
<th>USE OF FUNDS</th>
<th>TIMELINE</th>
<th>SOURCES</th>
<th></th>
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<td><strong>Anticipated Dates</strong>**</td>
<td>DASNY Share</td>
<td>In-Kind/Equity/Sponsor</td>
<td>Other Sources</td>
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<td>Project Description*</td>
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<td>**End</td>
<td>Amount</td>
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<td><em>8/31/20</em></td>
<td><em>$250,000</em></td>
<td><em>City of Peekskill</em></td>
<td><em>$20,000</em></td>
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<td></td>
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</tbody>
</table>

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure all Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline above before returning to DASNY.
EXHIBIT B: Opinion of Counsel

DEPARTMENT OF LAW

MELISSA GILBON FERRARO
Corporation Counsel

TIMOTHY W. KRAMER
Assistant Corporation Counsel

July 16, 2019

DASNY
515 Broadway
Albany, New York 12207

Attn: Michael E. Cusack, General Counsel

Re: State and Municipal Facilities Program ("SAM") Grant Main Street Streetscape Improvements Project ID 13067

Ladies and Gentlemen:

I have acted as counsel to City of Peekskill (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on July 15, 2019 (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and

2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

Melissa Gilbon Ferraro,
Corporation Counsel

Updated 1-2-19
EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

1) If a completed Grantee Questionnaire is inserted as Exhibit C in this GDA you acknowledge the following:
   • This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
   • The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.

2) If a new Grantee Questionnaire is requested*, answer all questions and append any needed attachments. Authorized Signatures must be original and each authorized signature notarized individually by a registered New York State Notary Public.

   In addition, DASNY will not accept the Grantee Questionnaire if the notary’s dates fall after the date the Authorized Officer signed the GDA on page 12.

Note: If the Grantee Questionnaire is more than a year old when you return the GDA, DASNY may require you to fill out a new Grantee Questionnaire which may delay the GDA execution process.

*If you need a new Grantee Questionnaire please email Grants@dasny.org to request a fill-in template of the Grantee Questionnaire.
THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

SECTION I: GENERAL INFORMATION

1. GRANTEE (LEGAL NAME): City of Peekskill

2. FEDERAL EMPLOYER ID NO. (FEIN): 13-6067317

3. D/B/A – DOING BUSINESS AS (IF APPLICABLE):

COUNTY FILED:

4. WEBSITE ADDRESS (IF APPLICABLE): www.cityofpeekskill.com

5. BUSINESS E-MAIL ADDRESS: jfriedman@cityofpeekskill.com

6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 840 Main St Peekskill, NY 10566

7. TELEPHONE NUMBER: 914-734-2180  FAX NUMBER:

8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE? □ YES X NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:

   NAME: Jean Friedman

   TITLE: Director of Planning

   TELEPHONE NUMBER: 914-734-2180  FAX NUMBER: N/A

   E-MAIL: jfriedman@cityofpeekskill.com

10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? 78 years as a City
Grantee FEIN: 13-6007317

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

   a)  □ BUSINESS CORPORATION
   b)  □ PUBLIC RESEARCH INSTITUTION
   c)  □ ACADEMIC RESEARCH INSTITUTION
   d)  □ NOT-FOR-PROFIT RESEARCH INSTITUTION
   e)  □ NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF
        A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
   f)  □ NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER:
   g)  □ LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
   h)  ☑ MUNICIPALITY
   i)  □ UNIVERSITY/EDUCATIONAL ORGANIZATION
   j)  □ OTHER – SPECIFY

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS
    CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:

    □ YES  ☑ NO

    IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY
    PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE
    REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS
    EXPLAINED.

    YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED
    TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE
    AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.
SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

AS USED HEREIN IN THIS GRANT PROGRAMS GRANTEE QUESTIONNAIRE:

1. “AFFILIATE” MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.

2. “GRANTEE” MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT (“GDA”) TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.

3. “GRANT-FUNDED PROJECT” MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAIRED FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.


5. “SPONSORING MEMBER(S)” MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT IN ADDITION, “SPONSORING MEMBER(S)” SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE’S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? □ YES □ NO
   IF ANSWER IS “YES”, PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE’S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? □ YES □ NO
   IF ANSWER IS “YES”, PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE’S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE’S CONFLICT OF INTERESTS POLICY? □ YES □ NO
   IF GRANTEE’S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. *

   * The City is subject to the NYS Conflict of Interest Law under Article 18 of the NY General Municipal Law
4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee’s equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the project funded in whole or in part with Grant proceeds? □ Yes □ No

If the answer is “Yes”, please provide details in separate appendix attached to this certification.

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee possess all certifications, licenses, permits, approvals, or other authorizations issued by any local, state, or federal governmental entity in connection with the project, Grantee’s services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as building permits and certificates of occupancy. □ Yes □ No

If the answer is “No”, please set forth on a separate document attached hereto the certifications, licenses, permits, approvals, or other authorizations that are required and the date(s) that such certifications, licenses, permits, approvals, or other authorization is expected.

2. On a separate document attached hereto, list all contracts the Grantee has entered into with any New York State agency, Public Authority, or other quasi-State entity, in the past five (5) years. Please list the name, address and contact person for the contracting entity, as well as the contract effective dates. Also provide State contract identification number, if known. □ N/A

3. On a separate document attached hereto, list all grants received from Federal, State, and local entities to fund all or a portion of any component of the project within the past 5 years. □ N/A

4. Within the past five (5) years, has the Grantee, any principal, owner, director, officer, major stockholder (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), related company or Affiliate been the subject of any of the following:

(a) A judgment or conviction for any business related conduct constituting a crime under Federal, State or local government law? □ Yes □ No

(b) Been suspended, debarred or terminated by a local, state or Federal authority in connection with a contract or contracting process? □ Yes □ No

(c) Been denied an award of a local, state or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? □ Yes □ No

(d) Had a local, state, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? □ Yes □ No

(e) A criminal investigation or indictment for any business related conduct constituting a crime under Federal, State or local government? □ Yes □ No

(f) An investigation for a civil violation for any business related conduct by any Federal, State or local agency? □ Yes □ No

12/4/2012
(g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any federal state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? □ Yes □ No

(h) A grant of immunity for any business-related conduct constituting a crime under federal, state or local law including, but not limited to any crime related to truthfulness and/or business conduct? □ Yes □ No

(i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease? □ Yes □ No

(j) The withdrawal, termination or suspension of any grant or other financial support by any federal, state, or local agency, organization or foundation? □ Yes □ No

(k) A suspension or revocation of any business or professional license held by the grantee, a current or former principal, director, or officer of the grantee, or any member of the any current or former staff of the grantee? □ Yes □ No

(l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? □ Yes □ No

(m) A consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local laws? □ Yes □ No

(n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- Federal, state or local health laws, rules or regulations □ Yes □ No
- Unemployment insurance or workers’ compensation □ Yes □ No
- Coverage or claim requirements □ Yes □ No
- ERISA (Employee Retirement Income Security Act) □ Yes □ No
- Federal, state or local human rights laws □ Yes □ No
- Federal ins (immigration and naturalization service) and alienage laws, Sherman Act or other federal anti-trust laws □ Yes □ No
- A federal, state, or local determination of a willful violation of any public works or labor law or regulation? □ Yes □ No
- An occupational safety and health act citation and notification of penalty containing a violation classified as serious or willful? □ Yes □ No

For each yes answer to questions 3a-n, provide details on additional sheets regarding the finding, including but not limited to cause, current status, resolution, etc.
4. **During the past three (3) years, has the Grantee **Failed** to:

   (a-1) File any returns, including, if applicable, federal form 990, with any federal, state or local government entity?  □ Yes □ No

   If yes, identify the return that was not filed, the type of form, the year(s) in which the required return was not filed, and the reason why the return was not filed:

   ____________________________

   (a-2) Pay any applicable federal, state, or local government taxes?  □ Yes □ No

   If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the Grantee failed to pay and the current status of the liability:

   ____________________________

   (b) File returns or pay New York State Unemployment Insurance?  □ Yes □ No

   If yes, indicate the years the Grantee failed to file/pay the insurance and the current status of the liability:

   ____________________________

   (c) File documentation requested by any regulating entity set forth in section III, question 1 above, with the Attorney General of the State of New York, or with any other local, state, or Federal entity that has made a formal request for information?  □ Yes □ No

   If yes, indicate the years the Grantee failed to file the requested information and the current status of the matter:

   ____________________________

5. **Have any Bankruptcy proceedings been initiated by or against the Grantee, related organizations, entities or its affiliates within the past seven (7) years (whether or not closed) or is any Bankruptcy proceeding pending by or against the Grantee, related organizations, entities or its affiliates, regardless of the date of filing?**  □ Yes □ No

   If yes, indicate if this is applicable to the submitting Grantee or one of its affiliates:

   If it is an affiliate, related organization or entity, include the affiliate’s name and FEIN:

   ____________________________

   Provide the court name, address and docket number:

   ____________________________

   Indicate if the proceedings have been initiated, remain pending or have been closed:

   ____________________________

   If closed, provide the date closed:

   ____________________________
CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO $10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEES BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

Signature of Authorized Officer
Richard Leins
Printed Name of Authorized Officer
City Manager
Title of Authorized Officer

Sworn to before me this 1st day of July, 2019.
Notary Public

Signature of Chair of the Board of Grantee
Melissa A. Biondo Ferraro
Print Name of Chair of the Board of Grantee
Corporation Counsel

Sworn to before me this 1st day of July, 2019.
Notary Public

GLORIA A. ZONGHETTI
Notary Public, State of New York
No. 01Z04715904
Qualified in 
Commission Expires Jan. 31, 2022

GLORIA A. ZONGHETTI
Notary Public, State of New York
No. 01Z04715904
Qualified in 
Commission Expires Jan. 31, 2022
AFFIDAVIT OF NO CHANGE

N/A

Note: If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please sign and notarize this Affidavit of No Change Form and submit it along with your most recent copy of the previously submitted Grantee Questionnaire.

If you have never filled out a Grantee Questionnaire you do not have to complete this form.

DASNY

GRANTEE:

The undersigned, being duly sworn, deposes and says:

1. I am an officer of ________________________________ (hereinafter the "Grantee"), which is currently entering into a Grant Disbursement Agreement with DASNY.

2. Grantee previously submitted a DASNY Grantee Questionnaire within the past six months notarized by the Grantee on __________________ in connection with the __________________ (Grant Program) for the __________________ (Project).

3. Attached is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

4. I hereby certify that there has been no material change in the information pertaining to the Grantee Questionnaire:

______________________________

NAME

______________________________

TITLE

Sworn before me this

______________________________

day of ________________________

______________________________

Notary Public
Section III. Due Diligence Questions

2. As a City, we have various contracts which are too numerous to provide. However, they can be made available upon request.

4 (m) On November 9, 2016 the City of Peekskill received an Information Request and Administrative Compliance Order from the United States Environmental Protection Agency for failure to meet the requirements of the Municipal Separate Storm Sewer System, which was a violation of our State Pollution Discharge Elimination Permit.

On November 16, 2017, The City received notification from the Environmental Protection Agency accepting and approving our Revised Storm water Management Plan, which was the last deliverable of the Information Request Compliance Order.

On March 20, 2018 the City received correspondence from the EPA informing us that the EPA has decided to pursue penalties for the City’s MS4 related violations that occurred prior to when we started developing and complying with the requirements of the storm water program.

The City entered into a Consent Agreement and Final Order with the EPA in which the City paid $2,500 in fines and performed a Supplemental Environmental Agreement project that consists of paving a municipal parking lot on Main Street with an “environmentally friendly” porous pavement material.

4 (n) The New York State Department of Labor Public Employee Safety and Health Bureau (PESH) had issued violations pertaining to the City of Peekskill Fire Department. PESH has determined that all of the violations have been abated. There are currently no outstanding violations issued by PESH.
EXHIBIT D: Disbursement Terms

City of Peekskill
Main Street Streetscape Improvements
Project ID 13067

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee’s financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.
EXHIBIT E: Payment Requisition Form and Dual Certification

City of Peekskill
Main Street Streetscape Improvements
Project ID 13067

For Office Use Only:
FMS#: 163024
GranteefID: 4384
GrantID: 14139

Payment Request # ___
For work completed between ___/___/____ and ___/___/____

THIS REQUEST:

<table>
<thead>
<tr>
<th>A: DASNY SHARE*</th>
<th>B: THIS REQUEST</th>
<th>C: TOTAL REQUESTED PRIOR TO THIS REQUEST</th>
<th>D: A-B-C BALANCE</th>
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* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.
EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the City of Peekskill, for Project # 13067.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request #_______ attached hereto in the amount of $_______________ for which City of Peekskill, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and City of Peekskill (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.

2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.

3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.

4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.

5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.

6. We have the authority to submit this requisition on behalf of City of Peekskill. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.

7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents (Please check off all that apply):

☐ Readable copies of both front and back of canceled checks.
☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
☐ Invoices/receipts for eligible goods/services that have been received/performated at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
☐ Other:

Authorized Officer Signature: ____________________________ Date: ________________
Print Name: ____________________________
Title: ____________________________

Authorized Officer Signature: ____________________________ Date: ________________
Print Name: ____________________________
Title: ____________________________

Updated 1-2-19
EXHIBIT E-I: Payment Requisition Cover Letter
ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

Re: State and Municipal Facilities Program ("SAM") Grant
Main Street Streetscape Improvements
Project No. 13067

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) □ We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.

OR

2) □ We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows:

   BANK NAME: _______________________________ ACCOUNT #: _______________________________
   ACCOUNT NAME: _______________________________ ABA #: _______________________________

OR

3) □ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose. The wire instructions for this account are as follows:

   BANK NAME: _______________________________ ACCOUNT #: _______________________________
   ACCOUNT NAME: _______________________________ ABA #: _______________________________

If any further information is needed, please contact me at ( ) .

Signature: _______________________________

Print Name: _______________________________ Title: _______________________________

Updated 1-2-19
EXHIBIT E-2: Payment Requisition Back-up Summary

City of Peekskill
Main Street Streetscape Improvements
Project ID 13067

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

<table>
<thead>
<tr>
<th>VENDOR/CONTRACTOR NAME</th>
<th>INVOICE/APPLICATION #</th>
<th>AMOUNT REQUESTED FROM GRANT FUNDS</th>
<th>COMMENT</th>
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TOTAL Requested:  

(Transfer total amount requested to Exhibit E pg. 18 column B)
EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (MWBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY’s participation in projects or initiatives, and/or the use of DASNY funds.

1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:

a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize MWBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee’s obligations herein.

2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize MWBE firms for any contractual opportunities generated in connection with the Project.

3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.

4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.
NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action
Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer (“AAO”)
Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party
Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of $1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) any borrower or Grantee receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise (“MBE”)
Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member
Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation
Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

(a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;

(b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;

(c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
(d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;

(e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;

(f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and

(g) The Contracting Party shall remit payment in a timely fashion.

**Women-owned Business Enterprise ("WBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.