THE PUTNAM COUNTY LEGISLATURE
40 Gleneida Avenue
Carmel, New York 10512
Phone (845) 808-1020 • Fax (845) 808-1933
putcoleg@putnamcountyny.gov

Daniel G. Birmingham *Chairman*
William Gouldman *Deputy Chair*
Diane Trabulsy *Clerk*

Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Jake D'Angelo	Dist. 5
Thomas Regan Jr.	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

AGENDA
PHYSICAL SERVICES COMMITTEE
TO BE HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512

Members: Chairman Gouldman and Legislators Regan & Sayegh

Thursday **6:00pm** **November 19, 2026**

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Acceptance of Minutes – September 22, 2026**
4. **Approval – Adoption of Putnam County Climate Change Adaptation and Resilience Plan (CCARP) – Planning Dept.**
5. **Approval – Authorization for Easement Agreement – Town of Kent Tax Map #33.74-1-5**
6. **Approval – Contract – NYSDEC Grant Program – Repurpose Remaining Grant Funds to Lake Macgregor Dam Repairs – Planning Dept.**
7. **Approval – Authorizing the Implementation and Funding in the First Instance 100% of the Federal-Aid and State "Marchiselli" Program Aid Eligible Costs of a Transportation Federal-Aid Project, and Appropriating Funds Therefore (Fair Street Reconstruction)**
8. **Approval – Budgetary Transfer 26T342 - Dept. of Public Works – Transfer Funds from Drewville Road Bridge 5 Project To Fair Street Reconstruction Project**
9. **Approval – Budgetary Amendment 26A096 – Planning – FTA Grant – Route Signage**
10. **Approval – Budgetary Amendment 26A097 – Planning – FTA Grant – Bus Purchases & Expansion Vehicles**
11. **Approval – Budgetary Amendment 26A098 – Planning – FTA Grant – Project Administration**

12. Approval – Budgetary Amendment 26A099 – Planning – FTA Grant – Operating Cost Assistance

13. Approval – Budgetary Amendment 26A100 – Planning – Adjust Budget to show Increased Federal Aid for Transit 5307/5339 NYMTC & Danbury

14. Approval – Budgetary Amendment 26A101 – DPW – MS4 Program Pollution Control Equipment

15. Approval – Budgetary Amendment 26A102 – DPW – Purchase Salt for County Roads – NYS Snow & Ice Funds

16. Approval – Budgetary Transfer 26T341 – DPW – Transfer Funds from Peekskill Hollow Road Project to Stoneleigh Avenue/Drewville Road Project

17. FYI – Fund Transfer 26T300 – DPW – Deck Mounted Marine Boom Cutter (Underwater Weed Cutter)

18. Other Business

19. Adjournment

#3

PHYSICAL SERVICES COMMITTEE MEETING
HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512

Members: Chairman Gouldman and Legislators Regan & Sayegh

Tuesday 6:00pm September 22, 2026
(Special Full Mtg. and Budget & Finance Mtg. to immediately follow)

The meeting was called to order at 6:01pm by Chairman Gouldman who lead in the Pledge of Allegiance. Upon roll call, Legislators Regan and Sayegh and Chairman Gouldman were present.

Item #3 – Acceptance of Minutes – July 16, 2026 & August 13, 2026

The minutes were accepted as submitted.

Item #15 – Other Business

Chairman Gouldman made a motion to address agenda item #15b first and to waive the rules and accept the other business; Seconded by Legislator Regan. All in favor.

Item #15b – Approval – District Attorney Office Conference Room Renovation

District Attorney Robert Tendy stated the office is short on workspace and one Assistant District Attorney is currently working from the conference room, creating operational and confidentiality concerns. He stated the proposed renovation would divide the conference room to create two offices while retaining a smaller conference space at an estimated cost of approximately $30,000.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Regan. All in favor.

Item #15a – Approval – Demolition of County-Owned Building on Route 312

Commissioner of the Department of Public Works Thomas Feighery stated the long-vacant County owned building is proposed for demolition and the work would include the necessary abatement and site restoration.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Sayegh. All in favor.

Item #15c – Approval – Budgetary Transfer 26T275 – District Attorney Renovation and Demolition of 125 Route 312

Acting Commissioner of Finance Alexandra Gordon stated the transfer would close out completed capital projects with remaining balances and reallocate the available funding to the District Attorney's Office renovation and the demolition of the building on Route 312.

Commissioner Feighery explained that the funds being allocated are remaining from projects that were completed under budget, many of which were done in-house.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Regan. All in favor.

Item #4 – Approval – Requesting a Traffic and Speed Limit Study and the Initiation of Procedures to Reduce the Posted Speed Limit on East Lake Boulevard (County Route 72) – Town of Carmel

Legislator Crowley stated residents and local officials have raised concerns regarding speeding, congestion, parking and pedestrian safety on East Lake Boulevard. She stated she would like the County to begin their part of the process so it can move forward appropriately. She stated the Putnam County Traffic Safety Board and Town of Carmel will be considering similar items this month and moving this through Committee allows the County to be prepared to move forward at the next Full Legislative Meeting once those other pieces are in place.

Commissioner Feighery confirmed the Town Board resolution and Traffic Safety Board review are part of the process.

Commissioner of Planning, Development and Public Transportation Barbara Barosa stated funding is available for the traffic study and the County is beginning the necessary work.

Chairman Birmingham suggested the Committee advance the item so it can be ready for the Full Legislative Meeting if the Town Board and Traffic Safety Board complete their respective actions before then.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Sayegh. All in favor.

Item #5 – Approval – Appointment – Agriculture and Farmland Protection Board – Honovich

Chairman Birmingham stated the Agriculture and Farmland Protection Board appointment is made by the Chair of the Legislature and he had received three (3) applications. He stated he recommended Dr. Daniel Honovich and referred the appointment through the Committee and Full Legislature for approval.

Multiple Legislators expressed support for Dr. Honovich's appointment and cited his agricultural knowledge, veterinary background and involvement with the Putnam County farming community.

Brett Harris, Carmel resident, stated Dr. Honovich has been a strong advocate for the Agriculture and Farmland Protection Board and supported this appointment.

Cassandra Roth, stated Dr. Honovich would bring a knowledgeable and measured voice to the Board and supported the appointment.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Sayegh. All in favor.

Item #6 – Approval – Planning Department Request to Apply for CREST (Community Resiliency, Economic Stability, and Technology) Grant – Security Upgrades at Koehler Senior Center

Commissioner Barosa stated previously awarded CREST funding could not be used for the originally contemplated project and she would like to apply the funding toward security upgrades at the Koehler Senior Center. She stated the proposed work includes security cameras, alarms and access-control improvements consistent with Countywide security upgrades.

Legislator Montgomery questioned the placement and purpose of interior cameras, including cameras proposed for the café and adult day care areas.

Commissioner Barosa stated she would obtain additional information from IT and security personnel regarding the rationale for the locations.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Sayegh. All in favor.

Item #7 – Approval – Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid and State "Marchiselli" Program-Aid Eligible Costs, of a Transportation Federal-Aid Project, and Appropriating Funds Therefore – Stoneleigh Ave. at Drewville Road Intersection Project (PIN 8761.97)

Commissioner Feighery stated the item authorizes the funding structure necessary to move the Stoneleigh Avenue at Drewville Road intersection project forward.

Legislator Montgomery questioned whether future construction cost increases would alter the County's local share percentage.

Commissioner Feighery stated the County share is expected to remain approximately 5% and additional eligible project costs may be addressed through the State funding process within the applicable parameters.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Regan. All in favor.

Item #8 – Approval – Budgetary Amendment 26A077 – DPW – Local Match – Stoneleigh Ave. at Drewville Road Intersection Project (PIN 8761.97)

Legislator Crowley stated support for the intersection project and noted the anticipated safety improvements for residents and motorists traveling to nearby medical facilities.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Regan. All in favor.

Item #9 – Approval – Budgetary Transfer 26T268 – Dept. of General Services – Electric Supply and Delivery Costs through Year End

Commissioner of Department of General Services John Tully stated the transfer is necessary to cover increased electricity costs across approximately 91 County accounts through year end. He

stated the County recently rebid its electric supply and secured a fixed rate expected to provide greater cost stability going forward.

Legislator Regan questioned whether County accounts are combined for purchasing purposes.

Commissioner Tully stated the County uses its overall electric demand when bidding the supply portion of the bill and explained that electric bills include separate supply and delivery components.

Legislator Montgomery questioned how much of the increase was attributable to supply versus delivery costs.

Commissioner Tully stated the higher variable supply rate during the first half of the year was a significant factor and the County has since locked in a fixed rate.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Sayegh. All in favor.

Item #10 – Approval – Ratification of the 2026 Real Property Tax Sale

Tax Supervisor Michael Dean stated the September 16, 2026 property tax sale resulted in the sale of all but one property, with approximately $2.7 million in total sales and approximately $5 million in assessed value returning to the tax rolls.

Legislator Birmingham questioned the foreclosure timeline.

Tax Supervisor Dean stated the foreclosure process generally begins in the third year and explained that the current sale involved older 2017 and 2018 tax year properties affected by the COVID-era backlog. He stated the County is continuing to work through later years.

Legislator Sayegh questioned the status of lake-related properties and prior legal delays.

Tax Supervisor Dean stated certain tax cancellations had been authorized and noted that changes in State law and court proceedings had delayed some foreclosure matters.

Legislator Crowley questioned how the County handles properties removed from a sale by court order and whether auction related costs can be recovered.

Tax Supervisor Dean stated the County would seek recovery of applicable costs where possible and that pending matters remain subject to court determination.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Regan. All in favor.

Item #11 – Discussion – Continental Village Lake Park Dam

Legislator Montgomery stated she visited the site on September 9th and reviewed prior engineering options for the dam. She stated the community would like to preserve the pond and questioned the status of the County's recent emergency repair and the next steps with the New York State Department of Environmental Conservation (DEC).

Commissioner Feighery stated a fallen tree damaged the dam and DPW completed an emergency repair before significant rainfall. He stated the repaired area performed without issue during subsequent storms, the work was completed to the engineer's specifications and documentation was being submitted to DEC for review. He stated DPW is hopeful the repair will be accepted as the permanent solution.

Zoila Morell, Continental Village resident, thanked the County for addressing the matter and questioned when the community could expect confirmation that the pond would be preserved. She also requested that future efforts address the long-term health of the pond.

Kendra Parker, Continental Village resident, stated residents would like to pursue grants and other opportunities to improve the health of the pond once the dam issue is resolved. She questioned how residents could participate when the County owns the property.

Legislator Montgomery questioned if the residents could apply for available grants.

First Senior Deputy County Attorney John Cherico stated he does not believe residents could apply for the grants without being the property owner.

Legislator Russo, Soil & Water Conservation District Board Member, stated additional grant opportunities are expected in future rounds and encouraged the community to continue organizing and preparing for future applications.

Item #12a – Approval – Demolition of County-Owned Building – 34 Gleneida Avenue – Carmel, NY

Legislator D'Angelo stated he believes the property can become an important public asset but would prefer a comprehensive planning process, including professional concepts and public input, before the County commits to a final design. He stated he did not oppose investment in the property but wanted the long-term plan to be deliberate and complete.

Legislator Sayegh stated the Legislature had already removed the property from the market and she supported moving forward with demolition rather than continuing to maintain a deteriorating building through the winter.

Legislator Regan requested an explanation on the condition of the building and what it might look like through the winter.

Commissioner Feighery stated the building's systems and condition make continued winter operation impractical. He stated demolition and abatement could be handled by a contractor and the site could be left level, safe and maintainable while the County determines the final use.

Town of Kent Highway Superintendent Richie Othmer stated the building should be removed and the property could remain as a simple green space while the County considers its long-term design. He expressed the importance of this County campus.

Paul Camarda, Putnam County resident, stated demolition would provide an open view of the Historic Courthouse and allow the County to evaluate future concepts without pressure to immediately construct the final project.

Chairman Gouldman made a motion to pre-file the necessary resolution; Seconded by Legislator Sayegh. All in favor.

Item #12b – Discussion – Proposals from Town of Kent Highway Superintendent Othmer

Highway Superintendent Othmer presented renderings and concepts for a public green space that could support veterans' ceremonies, parades and other community events. He discussed maintaining the existing driveway and incorporating low profile features that would preserve the view of the Historic Courthouse.

Mr. Camarda thanked the Legislature for carefully considering what to do with this space. He presented additional layout concepts developed with engineering input. He discussed retaining the existing driveway and possible features including a gazebo, fountain, small playground, seating areas and other improvements.

Chairman Gouldman thanked Mr. Othmer and Mr. Camarda for their proposals and stated additional concepts and public input should be considered before a final design is selected.

Item #13 – Update – Fair Street Project – Dept. of Public Works

Commissioner Feighery stated the Fair Street project is substantially complete and the contractor is working through the remaining items on the checklist. He stated the road was opened before the start of school and only minimal traffic interruptions remain.

Legislator Birmingham spoke to the history of Fair Street and thanked DPW and everyone involved for bringing this much needed project to fruition.

Legislator Russo stated Fair Street connects Patterson and Carmel and she drives it quite often and stated it is a beautifully done project.

Legislator Regan questioned if the remaining work is being completed in house by DPW.

Commissioner Feighery stated the County coordinated additional water main and gas main work, future sewer connections and safety improvements while the roadway was open for construction. He stated the remaining closeout work is expected to continue through December.

Legislator D'Angelo questioned the status of utility adjustments, remaining retaining wall work and vegetation near Woodland Trails.

Commissioner Feighery stated the engineered retaining walls were subject to construction inspection and resident engineer review and stated he would follow up regarding the vegetation concern.

Chairman Gouldman thanked Commissioner Feighery.

Item #14 – FYI – Fund Transfer 26T261 – Finance – Rectify Soil & Water Account for Part B Funds

Acting Commissioner Gordon stated the transfer corrects Soil & Water Conservation District accounts involving Part B funding that had been associated with a culvert project. She stated

Finance reviewed the matter with DPW and the Law Department and confirmed the funds were accounted for and could be transferred with no fiscal impact.

Item #16 – Adjournment

There being no further business at 8:04pm, Chairman Gouldman made a motion to adjourn; Seconded by Legislator Regan. All in favor.

Respectfully Submitted by Deputy Clerk, Beth Robinson.

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AGENDA
PHYSICAL SERVICES COMMITTEE
TO BE HELD IN THE
HISTORIC COURTHOUSE
CARMEL, NEW YORK 10512

Members: Chairman Gouldman and Legislators Regan & Sayegh

Tuesday 6:00pm September 22, 2026
(Special Full Mtg. and Budget & Finance Mtg. to immediately follow)

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9. **Approval – Budgetary Transfer 26T268 – Dept. of General Services – Electric Supply and Delivery Costs through Year End**
10. **Approval – Ratification of the 2026 Real Property Tax Sale**

11. Discussion – Continental Village Lake Park Dam

12. Discussion – 34 Gleneida Avenue
    a. Approval – Demolition of County-Owned Building – 34 Gleneida Avenue – Carmel, NY
    b. Discussion – Proposals from Town of Kent Highway Superintendent Othmer

13. Update – Fair Street Project – Dept. of Public Works

14. FYI – Fund Transfer 26T261 – Finance – Rectify Soil & Water Account for Part B Funds

15. Other Business

16. Adjournment

CC: all
PHYSICAL 11/19
FULL 211
#4
11/19 PHYSICAL

Putnam County
Department of Planning, Development, and Public Transportation
www.putnamcountyny.com
841 Fair Street
Carmel, NY 10512
Phone: (845) 878-3480
Fax: 845) 808-1948

TO: Daniel Birmingham, Chair, Putnam County Legislature

FROM: Barbara Barosa, AICP, Commissioner
Department of Planning, Development and Public Transportation

DATE: November 3, 2026

RE: Request to Adopt the Putnam County Climate Adaptation and Resilience Plan (CCARP)

Please see https://putnamcountyny.gov/ccarp#finaldraft for the draft Putnam County Climate Adaptation and Resilience Plan (CCARP), along with a draft resolution to adopt this draft plan for your consideration.

Putnam County is increasingly vulnerable to flooding, extreme heat, and severe storms, and other hazards that can pose a threat to communities, health, property, local businesses, infrastructure and natural resources. As part of the NYSDEC Climate Smart Communities Certification program that includes as an action item the evaluation of policies for climate resilience. Per Resolution #213 of 2025, the Department of Planning, Development & Public Transportation (i.e. "Planning Department") was directed to proactively address and plan for these challenges utilizing free technical assistance from the Hudson Valley Regional Council (HVRC) through a NYSDEC Climate Smart Communities Coordinator Services contract. The draft CCARP plan has been prepared and encompasses both a Climate Vulnerability Assessment and an Adaptation Plan, and integrates data analysis, community input, and strategic recommendations. In order for the Plan to be eligible for points toward the NYSDEC Climate Smart Communities Certification program, the draft Plan must be adopted by the Legislature and County Executive.

Therefore, I kindly request that this matter be added to the next Physical Services meeting for discussion. Thank you in advance for your assistance in this matter.

APPROVAL/ ADOPTION OF PUTNAM COUNTY CLIMATE CHANGE ADAPTATION AND RESILIENCE PLAN (CCARP)

WHEREAS, Putnam County pledged to take part in and became bronze certified in the NYSDEC Climate Smart Communities Certification program that includes as an action item the evaluation of policies for climate resilience and the preparation of a Vulnerability Assessment and Climate Adaptation Plan; and

WHEREAS, Putnam County is increasingly vulnerable to flooding, extreme heat, and severe storms, and other hazards that can pose a threat to communities, health, property, local businesses, infrastructure and natural resources; and

WHEREAS, per Resolution #213 of 2025, the Department of Planning, Development & Public Transportation (i.e. "Planning Department") was directed to proactively address and plan for these challenges utilizing free technical assistance from the Hudson Valley Regional Council (HVRC) through a NYSDEC Climate Smart Communities Coordinator Services contract; and

WHEREAS, the Planning Department and the Climate Smart Task Force, comprised of municipal officials and environmental volunteer community leaders, collaborated with HVRC in the development of a Climate Change Adaptation and Resilience Plan (CCARP); and

WHEREAS, the draft CCARP plan has been prepared and encompasses both a Climate Vulnerability Assessment and Adaptation Plan, integrating data analysis, community input, and strategic recommendations; and

WHEREAS, once adopted, CCARP will provide a framework for action to support the County in creating a safer, healthier, and more resilient future; and

WHEREAS, the Climate Smart Task Force met on October 27, 2026 to review the draft Climate Vulnerability Assessment and Adaptation Plan and recommended its adoption by the County; now therefore be it

RESOLVED, that the County Executive, together with the Putnam County Legislature, hereby supports, the County's continued participation in the NYSDEC Climate Smart Communities Certification program, as well as continuing to support the County's actions to meet eligibility requirements of said program; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, hereby supports, approves and adopts the Putnam County Climate Change Adaptation and Resilience Plan; and be it further

RESOLVED, that the County Executive, together with the Putnam County Legislature, supports, approves and authorizes the Department of Planning, Development and Public Transportation to submit these documents to the NYSDEC Office for Climate Change for consideration of points toward continuing Climate Smart Communities certification for Putnam County; and be it further

RESOLVED, that this resolution shall take effect immediately.

cc All

Edward Gordon

From:	Barbara Barosa
Sent:	Tuesday, November 3, 2026 12:21 PM
To:	Putnam Co Legislature
Cc:	Ilona Campo; Matthew Covucci
Subject:	Request to Adopt the Putnam County Climate Adaptation and Resilience Plan (CCARP)
Attachments:	Memo-DB Adopt CCARP Nov 2026.doc; Draft Resolution - ADOPTION OF CCARP (002).docx

Good Afternoon,

Attached please find a memo to Chairman Birmingham along with a proposed Resolution and link to the final draft of the Putnam County Climate Change Adaptation & Resilience Plan (CCARP) respectfully requested to be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,
Barbara

Barbara Barosa, AICP
Commissioner • Department of Planning, Development & Public Transportation •
PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY NEW YORK GOVERNMENT
"Empowering Putnam County through dedicated service."

#5
11/19 Physical

CC: all
physical 11/19
Full 12/1

AUTHORIZING/ EASEMENT AGREEMENT/TOWN OF KENT TM # 33.74-1-5

WHEREAS, Sheila M. Barrett is the fee owner (hereinafter the "Owner") of a certain parcel of real property located at 1 Union Road, Town of Kent, County of Putnam, and State of New York, designated as Town of Kent Tax Map Number 33.74-1-5, and which is further depicted on a certain survey prepared by David L. Odell, P.L.S., last dated October 19, 2026 (hereinafter the "Property); and

WHEREAS, a portion of the existing County roadway known as Towners Road (CR#45), together with certain associated roadway improvements, presently occupies or encroaches upon a portion of the Owner's Property; and

WHEREAS, the Owner and the County wish to establish the County's permanent right to maintaining that portion of Towners Road (CR#45) and its associated improvements located upon the Owner's Property, and to establish the respective maintenance and liability responsibilities associated therewith; and

WHEREAS, the Owner is desirous of conveying a perpetual easement, upon, over, under and across said portion of the Owner's parcel of property for the purpose of maintaining, Towners Road (CR#45), as well as any/all appurtenances thereto;

WHEREAS, the Putnam County Department of Public Works engineers have reviewed the proposed Easement Agreement (a copy of which is attached hereto and made a part hereof as Exhibit "A"), and have determined same to be acceptable; and

WHEREAS, the Putnam County Attorney has reviewed and approved the proposed Easement Agreement as to form; now therefore be it

RESOLVED, that Putnam County Legislature hereby approves and authorizes the subject Easement Agreement, which shall be in substantial conformance with the attached Exhibit "A"; and be it further

RESOLVED, that the Putnam County Executive is authorized to execute said Easement Agreement on behalf of the County, which shall thereafter be recorded in the Putnam County Clerk's Office, Division of Land Records; and be it further

RESOLVED, that this Resolution shall take effect immediately.

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY
2026 NOV 10 AM 11:21

Exhibit "A"

EASEMENT AGREEMENT

THIS INDENTURE, made this _____ day of _____, 2026, between SHEILA M. BARRETT, 1 Union Road, Carmel, New York 10512 (hereinafter referred to as the "OWNER"), and the COUNTY OF PUTNAM, a municipal corporation having offices at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "COUNTY").

WITNESSETH:

WHEREAS, the OWNER is the fee owner of a certain parcel of real property in the Town of Kent, County of Putnam, and State of New York, designated as Town of Kent Tax Map Number 33.74-1-5, and as further depicted on a certain survey prepared by David L. Odell, P.L.S., last dated October 19, 2026 (a copy of which is attached hereto and made a part hereof as Schedule "A"); and

WHEREAS, a portion of the existing roadway known as Towners Road (CR#45), together with certain associated roadway improvements, presently occupies or encroaches upon a portion of the OWNER's property; and

WHEREAS, the parties desire to establish the COUNTY's permanent right to build, construct, maintain, rebuild, inspect, operate, service, repair, reconstruct, replace, remove, relocate and increase or decrease that portion of Towners Road (CR#45) and its associated improvements located upon the OWNER's property and to establish the respective maintenance and liability responsibilities associated therewith; and

WHEREAS, the OWNER is desirous of conveying a perpetual easement, upon, over, under and across a certain portion of the OWNER's parcel of property described in

the Schedule "B" attached hereto, for the purpose of building, constructing, maintaining, rebuilding, inspecting, operating, servicing, repairing, reconstructing, replacing, removing, relocating and increasing or decreasing Towners Road (CR#45), as well as any/all appurtenances thereto;

NOW THEREFORE, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the OWNER for itself, its heirs, successors, legal representatives and assigns declares and imposes the following easements as follows:

1. The OWNER hereby gives, grants, conveys and confirms onto the COUNTY, and its successors and assigns a perpetual easement, upon, over, under and across a certain portion of the OWNER's parcel of property described in the Schedule "B" attached hereto, for the purpose of building, constructing, maintaining, rebuilding, inspecting, operating, servicing, repairing, reconstructing, replacing, removing, relocating and increasing or decreasing Towners Road (CR#45), as well as any/all appurtenances thereto; together with the right of the COUNTY, its officers, employees, agents, servants and/or contractors, of ingress and egress to enter upon and along the above described parcel of land for the full and complete use, occupation and enjoyment of the easement granted, and all rights and privileges incident thereto.

2. The rights granted to COUNTY herein shall include, but shall not be limited to:

- pavement maintenance, resurfacing, reconstruction and replacement;
- curb and shoulder maintenance, repair and replacement;
- grading and stabilization;
- drainage maintenance, repair and improvements;
- snow and ice control;

- installation and maintenance of traffic signs, pavement markings and other highway appurtenances;
- vegetation maintenance reasonably necessary for roadway safety and maintenance;
- emergency roadway work; and
- all other activities reasonably necessary for the continued safe operation and maintenance of Towners Road (CR#45).

3. All structures and other equipment constructed upon or installed by the COUNTY within the certain portion of the OWNER's parcel of property described in the Schedule "B" attached hereto, shall be and remain the property of the COUNTY, and its successors and assigns.

4. The COUNTY shall be solely responsible for the maintenance, repair and upkeep of the County roadway and County roadway improvements located within the easement area.

5. The OWNER shall have no obligation or responsibility to maintain, repair, reconstruct, resurface, plow, sand, salt, drain or otherwise service the portion of Towners Road (CR#45), or County roadway improvements located within the easement area. Nothing contained herein shall obligate the COUNTY to maintain private improvements or portions of the OWNER's property located outside the easement area.

6. The COUNTY shall have the right to determine the nature, extent, manner and timing of roadway maintenance, repair and improvements within the easement area, subject to applicable law.

7. The OWNER shall not construct or place any building, structure, fence, wall, landscaping or other permanent obstruction within the easement area that materially interferes with the COUNTY's exercise of the rights granted herein.

8. Following COUNTY construction, maintenance or repair activities, the COUNTY shall restore areas disturbed by its work to a reasonably stable condition consistent with the continued operation and maintenance of Towners Road (CR#45).

9. The COUNTY agrees to indemnify and hold the OWNER harmless from and against any third-party action, suit or proceeding arising out of the negligent acts and/or omissions of the COUNTY, it's employees, agents, and/or contractors during the exercise of the rights contained in this instrument. The OWNER agrees to not interfere physically, directly or indirectly, with the COUNTY, it's employees and contractors or others acting on behalf of the COUNTY during the exercise of the rights contained in this instrument. Further the OWNER agrees not to pursue claims for inadvertent or unavoidable minor encroachments on other properties of the OWNER.

10. This instrument grants an easement interest only. Fee ownership of the easement area shall remain with the OWNER and its successors in title, subject to the rights granted to the COUNTY herein. Nothing contained herein shall be construed as a dedication or conveyance of fee title to the COUNTY.

11. The OWNER covenants with the COUNTY that it is lawfully seized and possessed of the real property described above, that it has good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument, and that it will forever warrant and defend the title thereto against the claims of any persons.

12. Invalidations of any of the provisions of this instrument by judgment or court order shall in no way affect any of the remaining provisions hereof, and the same shall continue in full force and effect. Any and all provisions in this instrument shall be construed and governed in accordance with the laws of the State of New York.

13. The OWNER agrees that this instrument shall be recorded against the above captioned property in the Office of the Putnam County Clerk, Division of Land Records. This instrument shall run with the land and be binding upon and inure to the benefit of the Parties hereto, their heirs, legal representatives, and assigns, and shall not be modified except by written agreement, in proper form for recording, executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

READ & APPROVED:

_____ Date _____
C. Compton Spain
County Attorney

_____ Date _____
Mat C. Bruno, Sr.
Risk Manager

_____ Date _____
Thomas Feighery
DPW Commissioner

THE COUNTY OF PUTNAM:

_____ Date _____
Kevin Byrne
County Executive

OWNER:

_____ Date _____
Sheila M. Barrett

ACKNOWLEDGMENT OF PUTNAM COUNTY:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On the _____ day of _____, 2026, before me the undersigned personally appeared KEVIN BYRNE personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

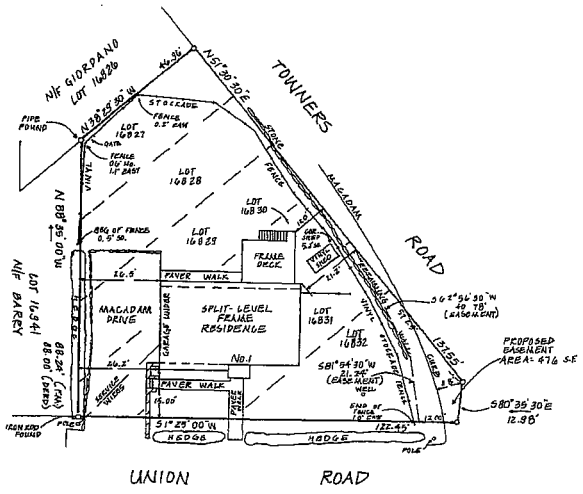
ACKNOWLEDGMENT OF OWNER:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On the _____ day of _____, 2026, before me the undersigned personally appeared SHEILA M. BARRETT personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE "A"



AREA= 9,499 S.F.
OR 0.218 ACRES
TAX LOT 33.76-1-5

Certifications indicated hereon signify that this survey was prepared in accordance with the existing code of practice for Land Surveys as adopted by the New York State Association of Professional Land Surveyors. Said certifications shall be valid only to the party for whom the survey was prepared, and on that party's behalf to the title company, governmental agency and/or lending institution listed hereon, and to the assignees of the lending institution, for mortgage purposes the said party for whom this survey was prepared. Certifications do not transfer to additional institutions or subsequent owners.

Only copies from the original of this survey map bearing the signature and an original of this Land Surveyor's inked or his embossed seal shall be considered to be true and valid copies.

In addition, unauthorized alteration or addition to a survey map bearing a licensed Land Surveyor's Seal is a violation of Section 7209, Sub-division 2, of the New York State Education Law.

The location of underground improvements or encroachments hereon, if any exist, are not certified.

Certified to: EVELYN AGBESI & EDWARD KOKU
CROSS COUNTRY MORTGAGE, LLC
RADIAN TITLE INSURANCE, INC.
THROUGHBRED TITLE SERVICES, LLC
DALL & FERRARI, PC.

TITLE NO: TTS 58080

Field survey performed: AUGUST 25, 2026
and map prepared: AUGUST 28, 2026
REVISED DATE: OCTOBER 13, 2026

David L. Odell, P.L.S., N.Y. State Licensed Land Surveyor No. 050074

PROFESSIONAL LAND SURVEYOR DAVID L. ODELL No. 050074 STATE OF NEW YORK

SURVEY OF PROPERTY

PREPARED FOR

EVELYN AGBESI & EDWARD KOKU

BEING LOTS 16827 THRU 16832 INCLUSIVE AS SHOWN ON A CERTAIN MAP ENTITLED "FIFTEENTH MAP OF LAKE CARMEL, ETC." SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE FEBRUARY 2, 1951 AS MAP NUMBER 130-MAR.

SITUATE IN THE

TOWN OF KENT
PUTNAM COUNTY, NEW YORK

SCALE: 1" = 20'

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Land Surveying Company
115 Gushman Road
Patterson, N.Y. 12563
(845) 225-0006

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C26-027

SCHEDULE "B"

LAND SURVEYING COMPANY

DAVID L. ODELL, P.L.S.
123 CUSHMAN ROAD
PATTERSON, NEW YORK 12563

TELEPHONE 845.225.0106
EMAIL DLOPLS@AOL.COM

Description of Proposed Easement
Prepared for
Evelyn Agbesi & Edward Koku

All that certain lot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam and State of New York, being more particularly bounded and described as follows:

Beginning at a point where the westerly boundary line of Union Road intersects the southerly boundary line of Towners Road as shown on a certain map entitled, "Fifteenth Map of Lake Carmel, etc.", said map filed in the Putnam County Clerk's Office February 2, 1931 as map number 130-MM. Thence running in a southerly direction along a portion of the westerly boundary line of Union Road, S1°25'00"W 12.00 feet to a point. Thence running in a southwesterly direction through portions of Lots 16832 & 16831 as shown on the filed map referred to above, S81°54'30"W 21.24 feet and S62°56'30"W 40.78 feet to a point. Thence running in a generally easterly direction along a portion of the southeasterly and southerly boundary line of Towners Road, N51°30'30"E 57.29 feet and S80°35'30"E 12.98 feet to the point or place of beginning. Containing 476 s.f..

Diane Trabulsy

From: Jennifer Nygard
Sent: Tuesday, November 3, 2026 11:25 AM
To: Putnam Co Legislature; Diane Trabulsy
Cc: Thomas Feighery; Joseph Bellucci
Subject: RESOLUTION/EASEMENT AGREEMENT/TOWN OF KENT TM#33.74-1-5 - Cty Roadway/Towners Rd
Attachments: scan_jennifer.nygard_2026-11-03-10-54-08.pdf; Resolution Authorizing Barrett Easement.doc

Good morning,

Attached please find a Resolution, along with its supporting attachments, that our office would like placed on the agenda for this month's upcoming Physical Meeting.

Please be advised that a representative from the Department of Public Works will be in attendance that evening to discuss the attached materials.

Thank you for your consideration.

May your troubles be less, and your blessings be more, and nothing but happiness come through your door 😊

Jennifer A. Nygard
Paralegal
Putnam County Department of Law
48 Gleneida Avenue, Carmel, New York 10512
PHONE | 845.808.1150 Ext. 49400 | WEBSITE • PUTNAMCOUNTYNY.COM
PUTNAM COUNTY GOVERNMENT NEW YORK
"Empowering Putnam County through dedicated service."

NOTICE: The information in this e-mail message and any attachments thereto have been sent by an attorney or his/her agent, and is or are intended to be confidential and for the use of only the individual or entity named above. The information may be protected by attorney/client privilege, work product immunity or other legal rules. If the reader of this message and any attachments thereto is not the intended recipient, you are notified that retention, dissemination, distribution or copying of this e-mail message or any attachments is strictly prohibited. Although this e-mail message (and any attachments) is believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, the intended recipient is responsible to ensure that it is virus free.

CC: all Physical

#6

11/19 Physical

Putnam County
Department of Planning, Development, and Public Transportation
www.putnamcountyny.com

Barbara Barosa, AICP
Commissioner

841 Fair Street
Carmel, NY 10512

Phone: (845)878-3480
Fax: (845)808-1948

MEMORANDUM

TO: Legislator Daniel G. Birmingham
Chairman, Putnam County Legislature

FROM: Barbara Barosa, AICP, Commissioner
Department of Planning, Development and Public Transportation

DATE: November 6, 2026

RE: Request for Contract Approval to Repurpose NYSDEC Funding for Lake Macgregor Dam Repairs

---

Attached for your consideration is a request to approve a contract to repurpose $562,500 grant funding from the NYSDEC WQIP towards repairs needed at Lake Macgregor Dam in the Town of Carmel.

It is respectfully requested that this matter be placed on the Physical Services Committee meeting agenda for the Legislature's discussion/consideration. Thank you in advance for your consideration.

cc: William Gouldman, Chair, Physical Services Committee
Kevin M. Byrne, County Executive
Compton Spain, County Attorney
Thomas Feighery, Commissioner of Public Works
Alexandra Gordon, Acting Commissioner of Finance

2026 NOV 12 AM 9:04
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

RESOLUTION/APPROVAL OF CONTRACT/NYSDEC GRANT PROGRAM/REPURPOSE REMAINING GRANT FUNDS TO LAKE MACGREGOR DAM REPAIRS

WHEREAS, by and through the State of New York and the Office of Senator Peter Harckham (NYS Senate), the County received local aid state assistance funding in 2019 in the amount of $750,000, administered through the New York State Department of Environmental Conservation (NYSDEC) Water Quality Improvement Program (WQIP) for the Southeast – Danbury Sewer Project (see Resolution #178 of 2019); and

WHEREAS, a feasibility study was completed for said project, and after review of all materials, the project was deemed not feasible; and

WHEREAS, the County has requested to repurpose the remaining funding of $562,500 towards repairs needed at Lake Macgregor Dam in the Town of Carmel; and

WHEREAS, the purpose of the grant funds is to subsidize the engineering and construction costs associated with the Project; and

WHEREAS, there is no matching fund requirement by the County to accept the funding for the Project; now therefore be it

RESOLVED, that the Legislature authorizes and approves the County to enter into a contract with New York State Department of Environmental Conservation (NYSDEC), through the Department of Planning, Development and Public Transportation for $562,500 towards Lake Macgregor Dam repairs, which is attached hereto as Schedule "A"; and be it further

RESOLVED, that this resolution shall take effect immediately.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-1080	BUSINESS UNIT/DEPT. ID: DEC01 CONTRACT NUMBER: DEC01-C00704GG-3350000 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: PUTNAM COUNTY OF	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: Putnam County	PROJECT NAME: Southeast Sewer Project
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002443 Federal Tax ID Number: 146002759 DUNS Number (if applicable): 072709553	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: PO Box 325 Syracuse, NY 13206 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption State/Code: ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 12/01/2019 To: 05/31/2022

CURRENT CONTRACT PERIOD:

From: 12/01/2019 To: 05/31/2022

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT

(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: $750,000.00

AMENDED:

FUNDING SOURCE(S)

- [X] State
- [ ] Federal
- [ ] Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

- [X] A-1 Program Specific Terms and Conditions
- [ ] A-2 Federally Funded Grants

Attachment B:

- [X] B-1 Expenditure Based Budget
- [ ] B-2 Performance Based Budget
- [ ] B-3 Capital Budget
- [ ] B-4 Net Deficit Budget
- [ ] B-1 (A) Expenditure Based Budget (Amendment)
- [ ] B-2 (A) Performance Based Budget (Amendment)
- [ ] B-3 (A) Capital Budget (Amendment)
- [ ] B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:
PUTNAM COUNTY OF

By: Sandra Fusco

Printed Name

Title: Commissioner of Planning

Date: 01/07/2021

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:
Department of Environmental Conservation

By: Nancy Lussier

Printed Name

Title: Director, Division of Management and Budget Services

Date: 01/08/2021

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: Lorraine Remo

Printed Name

Title: Section Chief

Date: 01/08/2021

STATE COMPTROLLER'S SIGNATURE

By: Kenji Cline

Printed Name

Title: Contract Management Specialist 2

Date: 01/12/2021

Contract Number: # DEC01-C00704GG-3350000

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

***Budget Changes*:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

[1] To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. *General Renewal*: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. *Renewal Notice to Not-for-Profit Contractors*:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations*:**

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. ***Effect of Termination Based on Misuse or Conversion of State or Federal Property*:**

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, 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.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. ***Cost Allocation*:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds*:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. 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.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] 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.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, 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 to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual (DAI) within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee (ACRC@) within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Koon Tang, Director, Bureau of Water Resource Management
NYS DEC, Division of Water
625 Broadway, 4th Floor, Albany, NY 12233-3508
(518) 402-8238

The designated appeal individual to review decisions is:

Al Fuchs, Director, Bureau of Flood Protection and Dam Safety
NYS DEC, Division of Water
625 Broadway, 4th Floor, Albany, NY 12233-3504
(518) 402-8185

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing,

within twenty days of receipt of the Department's determination.

(2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractors misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

(a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract

infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor=s sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:

(1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;

(2) alterations of the items by the Department;

(3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;

(4) use of items in combination with apparatus or devices not delivered by the Contractor;

(5) use of items in a manner for which the same were neither designed nor contemplated; or

(6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

(1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

(2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

(3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

(1) For purposes of this procurement, the Department hereby establishes an overall goal of up to **30%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

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

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

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

(ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor's EEO policy statement shall include the following language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

c. The Contractor shall request each employer Department, 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 employer Department, 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.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of **0%** Minority Labor Force Participation, **0%** Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on

the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

(4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

(1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.

(2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.

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

(e) Waivers

(1) For Waiver Requests Contractor should use Waiver Request Form.

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

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

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

(i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

(ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

Forms referenced in this Article can be found at http://www.dec.ny.gov/about/48854.html

XI. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

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

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

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

XII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, https://www.access-board.gov/guidelines-and-standards

XIII. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XIV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XV. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVI. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVII. Vendor Responsibility

A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.

D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

B. With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be

accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be sued 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 of 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.

B) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: Division of Water Contract Liaison, Fiscal Planning and Management Section
New York State Department of Environmental Conservation
625 Broadway – 4th Floor, Albany, NY 12233-3506
518-402-8219

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by

insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Water, 625 Broadway 4th Floor, Albany, New York 12233-3500, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	**FORM TITLE**
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman

of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Division of Water, 625 Broadway, Albany, NY 12233 - 3500, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:
http://www.wcb.ny.gov/content/main/Employers/Employers.jsp

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

C. Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence, and $5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

D. Business Automobile Liability with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.

E. Environmental Liability with a limit of not less than $1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.

F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of $1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum $2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

III. Quality Assurance

For programs/projects that involve the assessment or monitoring of water quality; all monitoring and measurement activities conducted in the field or laboratory shall be:

1. Performed in accordance with an effective quality system for planning and assessing environmental measurements and tests, and for conducting required quality assurance and quality control procedures to promote and maintain the accuracy and reliability of environmental measurements and test results. An effective Quality System includes a Quality Assurance Project Plan (QAPP) based on guidance provided by the USEPA Guidance for Quality Assurance Project Plans (QA/G-5 May 2006) or a similarly structured and purposed protocol;

2. Performed by a laboratory certified by the New York State Department of Health (NYSDOH) under the Environmental Laboratory Approval Program (ELAP) pursuant to Section 502 of the Public Health Law. This requirement shall not apply to specific parameters when ELAP has not issued a certificate for the specific parameter; and

3. Performed in a manner that ensures all requisite quality control and calibration requirements are met including field testing, sample collection, preservation, and record keeping. Basic quality assurance and quality control requirements defined in 40 CFR Part 136.7 shall be followed as well as any specific method requirements.

4. Covered under the 'Publicity' clause of the contract. Specifically, the contractor/grantee/awardee agrees that any work products including but not limited to water quality data or environmental information; measured, generated, or developed under this contract/grant/award/ agreement cannot be released, published, cited, or shared in draft or final form without the prior written authorization of the NYSDEC Division of Water.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Southeast Sewer Project

CONTRACTOR SFS PAYEE NAME: PUTNAM COUNTY OF

CONTRACT PERIOD: From: 12/01/2019

To: 05/31/2022

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	$0.00	$0.00	0 %	$0.00	$0.00
b) Fringe	$0.00	$0.00	0 %	$0.00	$0.00
Subtotal	$0.00	$0.00	0 %	$0.00	$0.00
2. Non Personal Services					
a) Contractual Services	$750,000.00	$0.00	0 %	$0.00	$750,000.00
b) Travel	$0.00	$0.00	0 %	$0.00	$0.00
c) Equipment	$0.00	$0.00	0 %	$0.00	$0.00
d) Space/Property & Utilities	$0.00	$0.00	0 %	$0.00	$0.00
e) Operating Expenses	$0.00	$0.00	0 %	$0.00	$0.00
f) Other	$0.00	$0.00	0 %	$0.00	$0.00
Subtotal	$750,000.00	$0.00	0 %	$0.00	$750,000.00
TOTAL	$750,000.00	$0.00	0 %	$0.00	$750,000.00

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	**ANNUALIZED SALARY PER POSITION**	**STANDARD WORK WEEK (HOURS)**	**PERCENT OF EFFORT FUNDED**	**NUMBER OF MONTHS FUNDED**	**TOTAL**
				Subtotal	
TOTAL FRINGE					
				PERSONAL SERVICES TOTAL	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Engineering design of Southeast Sewer project - TBD	$653,200.00
Preliminary Planning for the Southeast Sewer project with Contractor H2M	$96,800.00
TOTAL	$750,000.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	TOTAL
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Southeast Sewer Project

CONTRACTOR SFS PAYEE NAME: PUTNAM COUNTY OF

CONTRACT PERIOD: From: 12/01/2019

To: 05/31/2022

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The proposed project would involve extending centralized sewer lines providing 300,000 gpd to the U.S. Route 6 commercial corridor from the western boundary of Brewster through the Town of Southeast westward to the Danbury, Connecticut state line. The estimated linear feet of the proposed sewer main extension is 23,760, or 4.5 miles in length, from where the Village of Brewster sewer line currently ends, to the Connecticut State line on U.S. Route 6/202. and is parallel to I-84. It is comprised of either underdeveloped or undeveloped parcels. This is due in large part to the lack of sewer infrastructure within the NYC Watershed and the regulations/ restrictions therein. The lack of infrastructure to support construction of mid-to-large commercial enterprises adversely impacts these properties. The project will create a connection to the underutilized wastewater treatment plant in the City of Danbury, CT to the service area, through the roadway bed of U.S. Route 6 and ending where the Brewster WWTP service area begins. The project would enable commercial properties in the service area to develop, making the commercial corridor economically competitive and spurring economic growth.

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
1	Southeast Sewer design and construction

Tasks	
1.1	Engineering design - Completion of engineering design for Southeast Sewer project

Performance Measures

1.1.1 Construction work - Bid, Award of completion of construction of 3.5 miles of sewer for Southeast Sewer project.

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

I. **PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 25 percent (25%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement
Number of Days/Claims: 1

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

[X] Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

[ ] Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

[X] Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

[X] Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

[ ] Consolidated Fiscal Report (CFR) [1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

---

1 The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Elizabeth Robinson

From: Barbara Barosa
Sent: Wednesday, November 11, 2026 8:54 AM
To: Putnam Co Legislature; Matthew Covucci
Subject: Fw: C03869GM - Putnam County LIF
Attachments: 08.20.26 REVISED; Signed.Putnam County.pdf; 08.20.26 REVISED; LIF.Putnam County.pdf; DEC Equal Employment Opportunity Policy Statement.docx; EEO Staffing Plan.doc; sdvob100 utilization plan.docx

Importance: High

Please see below for backup documentation confirming funding for the Lake McGregor Dam project.

Thanks,
Barbara

From: Gallucci, Dante L (DEC) <Dante.Gallucci@dec.ny.gov>
Sent: Tuesday, October 20, 2026 8:15 AM
To: Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>; Carrie DeMarchi <Carrie.DeMarchi@putnamcountyny.gov>; Rian Rodriguez <Rian.Rodriguez@putnamcountyny.gov>
Cc: Canestrari, Donald E (DEC) <donald.canestrari@dec.ny.gov>; Johnson, Joshua W (DEC) <Joshua.Johnson3@dec.ny.gov>
Subject: C03869GM - Putnam County LIF

PUTNAM COUNTY NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER! DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Good morning,

I am writing to inform you of the new contract with Putnam County – C03869GM for the McGregor Dam Repair Project. The contract is for $562,500. Please work on the following:

- Create work plan (work with Joshua Johnson if you have any questions)
- Create Budget
- Send workers comp
- Send disability
- Fill out and return EEO/SDVOB forms (attached)

Please let me know if you have any questions.

Thank you!

Dante Gallucci

Fiscal Planning and Management, Division of Water

New York State Department of Environmental Conservation

625 Broadway, 4th Floor, Albany, NY 12233-3506

P: 518-402-3240 | F: 518-402-9029 | Dante.Gallucci@dec.ny.gov

Telecommuting: Thursday, Friday, and every other Wednesday

SENATE FINANCE COMMITTEE
AGENCY BUILDING4, 17th AND 18th FL
ALBANY, NY 12247

July 30, 2026

Joanne Kosinski
Supervisor of Agency Accounts
NYS Department of Environmental Conservation
Division of Management and Budget
625 Broadway
Albany, NY 12233

Dear Ms. Kosinski,

Attached is a revised State Fiscal Year 2018-2019 Senate Majority Initiative Form for $562,500 for services and expenses related to the repair of McGregor Dam in Mahopac in Putnam County. This LIF was revised to correct the project. The funds for this project were appropriated in S7504-D, Chapter 54 of the Laws of 2018 on page 654-655, line(s) 43-48, 1-23.

Please coordinate the processing of this form and expedite the application and contract process with the organization indicated as soon as possible.

If you have any questions or need further information, please contact Nicholle Gotham of Senate Finance at (518) 455-2660, ngotham@nysenate.gov.

Sincerely,

Nicholle L. Gotham

Cc Christopher Friend
Blake Washington (DOB)

Inc. attachment

Revised

Chapter No. 54 of 2018 **Page No. 654-655** **Line No. 43-48, 1-23**

SFY 2018-2019
NEW YORK STATE SENATE
INITIATIVE FORM

Legally Incorporated Name of Organization: Putnam County
Federal Employer Identification Number (EIN): 14-6002759 New York State Charities Registration Number:
Location of Project: Mahopac
Description of Project: For the McGregor Dam repair project in Putnam County, NY, including but not limited to, costs associated with: preliminary planning, design, engineering, detailed design, right-of-way acquisition, construction inspection and repair of the McGregor Dam in Mahopac.

Funding Level: $562,500
Requested State Agency to Administer Program: Department of Environmental Conservation
Project Contact Information:

Name: Barbara Barosa
Title: Commissioner
Address: 40 Gleneida Avenue
City: Carmel **State:** NY **Zip:** 10512
Phone: 845.878.3480
Fax: 845.808.1948
Email: Barbara.Barosa@putnamcountyny.gov

Senator's Name: Harckham
Date: 07/23/2026

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC)
MWBE & SDVOB EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I,_____, the (awardee/vendor) agree to adopt the following policies with respect to contract #_____.

NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY POLICY

a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.

b) This organization shall state in all solicitations or advertisements for employees, that under the performance of this 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 and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

c) At the request of the Empire State Development (ESD), this organization shall require each employment agency, labor union, or authorized representative 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 this organization's obligations herein.

d) The organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law regarding non-discrimination based on prior criminal conviction and prior arrest.

e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of:

MWBE

This organization will and will cause its contractors and subcontractors to make good faith efforts to achieve the MWBE contract participation goals set by the state for that area in which the state-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified state certified MBEs or WBEs, including solicitations to MWBE contractor associations.
2. Request a list of state certified MWBEs from the DEC and solicit bids from them directly.
3. Ensure that plans, specifications, request for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
4. Where feasible, divide the work into smaller portions to enhanced participation by MWBEs.
5. Document and maintain records of bid solicitations, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
6. Ensure that payments to MWBEs are made on a timely basis so that undue financial hardship is avoided.

SDVOB

This organization will and will cause its contractors and subcontractors to make good faith efforts to achieve the SDVOB contract participation goals set by the state for that area in which the State-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified state certified SDVOBs, including solicitations to contractor associations.
2. Request a list of State-certified SDVOBs from the DEC and solicit bids from them directly
3. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.
4. Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs.
5. Document and maintain records of bid solicitations, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.
6. Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided.

As an authorized representative of (Legal Name of Firm),_____,
I (Name of Individual) _____,agree that (Legal Name of Firm) _____,
will abide by the above MWBE and SDVOB Equal Opportunity Policy Statement for the term of the contract.

Below for DEC use only.

NYS DEC Authorized Representative:_____ Title: _____ Date: _____

SDVOB UTILIZATION PLAN

☐ Initial Plan ☐ Revised plan Contract/Solicitation #_____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		**SDVOB Goals In Contract**
Bidder/Contractor Name:	NYS Vendor ID:	%
Bidder/Contractor Address (Street, City, State and Zip Code):		
Bidder/Contractor Telephone Number:	Contract Work Location/Region:	
Contract Description/Title:		

CONTRACTOR INFORMATION			
Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
Email Address:			

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When $ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): $_____ or _____%		

SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When $ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): $_____ or _____%		

FOR DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC) USE ONLY				
DEC Authorized Signature:		☐ **Accepted**	☐ **Accepted as Noted**	☐ **Notice of Deficiency**
NAME (Please Print):	**SDVOB %/$** ____	____	**Date Received:**	**Date Processed:**
Comments:				

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: https://online.ogs.ny.gov/SDVOB/search

Note: All listed Subcontractors/Suppliers will be contacted and verified by the DEC .

ADDITIONAL SHEET

Bidder/Contractor Name:	**Contract/Solicitation #**_____

SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When $ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): $_____ or _____%		

Please document all good faith efforts to date and detail any ongoing good faith efforts below:

NEW YORK STATE OF OPPORTUNITY | Division of Minority and Women's Business Development

STAFFING PLAN

Please see instructions on page 2.

Contract Number:	**Reporting Entity:**	**Report includes Contractor's/Subcontractor's:** □ Workforce to be utilized on this contract □ Total workforce
Contractor's Name:		□ Offeror □ Subcontractor **Subcontractor's name**_____
Contractor's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Workforce	Workforce by Gender			Workforce by Race/Ethnic Identification																					
		Total Male (M)	Total Female (F)	Total X (X)	White (M)	White (F)	White (X)	Black (M)	Black (F)	Black (X)	Hispanic (M)	Hispanic (F)	Hispanic (X)	Asian (M)	Asian (F)	Asian (X)	Native American (M)	Native American (F)	Native American (X)	Disabled (M)	Disabled (F)	Disabled (X)	Veteran (M)	Veteran (F)	Veteran (X)	
Officials/Administrators																										
Professionals																										
Technicians																										
Sales Workers																										
Office/Clerical																										
Craft Workers																										
Laborers																										
Service Workers																										
Temporary /Apprentices																										
Totals																										

PREPARED BY (Signature):	**TELEPHONE NO.:** **EMAIL ADDRESS:**	**DATE:**
NAME AND TITLE OF PREPARER (Print or Type):	**Submit completed with bid or proposal**	**MWBE 101 (Rev 01/2023)**

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the workforce to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total workforce, the Offeror shall complete this form only for the anticipated workforce to be utilized on the State contract. Where the workforce to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total workforce, the Offeror shall complete this form for the contractor's and/or subcontractor's total workforce.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate workforce to be utilized on the contract or the Offerors' total workforce.
4. Enter the total workforce by EEO job category.
5. Break down the anticipated total workforce by gender and enter under the heading 'Workforce by Gender'
6. Break down the anticipated total workforce by race/ethnic identification and enter under the heading 'Workforce by Race/Ethnic Identification'. Contact the OMWBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated workforce under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE:** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK**: a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC**: a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC**: a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN):** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL**: any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN**: a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER:** Male, Female, or X

cc: all
#7-Physical 11/12
Full 12/1

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE (Fair St Reconstruction)

WHEREAS, a Project for Fair Street (C.R. 60) Reconstruction is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs, such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 54 adopted by the Putnam County Legislature on March 5, 2024 approved and agreed to advance the Project by making a commitment of one hundred (100%) percent of the non-federal share of the cost of Construction and Construction Inspection work; and

WHEREAS, Resolution No. 176 adopted by the Putnam County Legislature on August 6, 2024 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of additional Construction and Construction Inspection work.

WHEREAS, it was subsequently found necessary to undertake additional Construction/Construction Inspection work not contemplated in the Agreements authorized by the previous Resolutions; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional Construction/Construction Inspection work for the project; and

WHEREAS, Putnam County desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the construction and construction inspection work.

NOW, THEREFORE, the Putnam County Legislature, duly convened does hereby

RESOLVE, that the Putnam County Legislature hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Putnam County Legislature hereby authorizes Putnam County to pay in the first instance one hundred (100%) percent of the federal and non-federal share of the cost of Construction and Construction Inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **$1,215,759.25 ($31,428,259.25 minus the previous $30,212,500)** is hereby appropriated and made available to cover the cost of participation in the above phases of the Project; and it is further

PUTNAM COUNTY LEGISLATURE
CARMEL, NY
2026 NOV 12 PM 3:39

Alexis Howley hand delivered - Microsoft Doun

RESOLVED, that in the event the full federal and non-federal share costs of the Project exceed the amount appropriated above, the Putnam County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Putnam County Executive thereof, and it is further

RESOLVED, that the Putnam County Executive, on behalf of Putnam County, be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of Putnam County with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and Putnam County's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that the County Executive, with the advice and assistance of the County Attorney, is authorized to finalize and execute all necessary documents, including, without limitation, the State/Local Agreement, in connection with the Project; and it is further

RESOLVED, that in addition to the Putnam County Executive, the Commissioner of the Department of Public Works and the Commissioner of Finance are also authorized, with the consent of the County Executive, to execute any necessary Agreements or certifications on behalf of Putnam County with the New York State Department of Public Transportation in connection with the advancement or approval of the project identified in the State/Local Agreement; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

ccAll Phys Audit

Res0 #8 Phys

ALEXANDRA GORDON
Acting Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

2026 NOV 13 PM 3:19
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

To: Diane Trabulsy, Legislative Clerk

From: Alexandra Gordon, Acting Commissioner of Finance

Re: Budgetary Amendment - **26T342**

Date: November 13, 2026

At the request of the Commissioner of DPW, the following budgetary amendment is required.

CAPITAL FUND:

Decrease Estimated Appropriations:

55197000 53000 51912	Drewville RD Bridge 5 PIN# 8757.65	1,215,759

Increase Estimated Appropriations:

55997000 53000 51622	Fair Street PIN# 8756.09	1,215,759

Fiscal Impact - 2026 - $ 0
Fiscal Impact - 2027 - $ 0

This Resolution is required to transfer funds from Drewville Road Bridge 5 Project to the Fair Street Project. Please see attached correspondence.
Please forward to the appropriate committee.

Approved :_____
Kevin M, Byrne, County Executive

JOHN TULLY
Commissioner

KEVIN M. BYRNE
County Executive

DEPT. OF GENERAL SERVICES -
PURCHASING

MEMORANDUM

TO: Diane Trabulsy, Legislative Clerk

FROM: Alexis M. Hawley, Assistant Supervisor of Planning & Design

CC: Thomas Feighery, Commissioner, DPW
Joseph Bellucci, Deputy Commissioner, DPW
Alexandra Gordon, Commissioner, Finance

DATE: November 12, 2026

RE: PIN 8756.09 – Fair Street Reconstruction – Funding Resolution

Please see the attached Resolution for consideration at the November Physical Services Committee meeting.

Thank you.

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE (Fair St Reconstruction)

WHEREAS, a Project for Fair Street (C.R. 60) Reconstruction is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs, such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 54 adopted by the Putnam County Legislature on March 5, 2024 approved and agreed to advance the Project by making a commitment of one hundred (100%) percent of the non-federal share of the cost of Construction and Construction Inspection work; and

WHEREAS, Resolution No. 176 adopted by the Putnam County Legislature on August 6, 2024 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of additional Construction and Construction Inspection work.

WHEREAS, it was subsequently found necessary to undertake additional Construction/Construction Inspection work not contemplated in the Agreements authorized by the previous Resolutions; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional Construction/Construction Inspection work for the project; and

WHEREAS, Putnam County desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the construction and construction inspection work.

NOW, THEREFORE, the Putnam County Legislature, duly convened does hereby

RESOLVE, that the Putnam County Legislature hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Putnam County Legislature hereby authorizes Putnam County to pay in the first instance one hundred (100%) percent of the federal and non-federal share of the cost of Construction and Construction Inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **$1,215,759.25 ($31,428,259.25 minus the previous $30,212,500)** is hereby appropriated and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the Project exceed the amount appropriated above, the Putnam County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Putnam County Executive thereof, and it is further

RESOLVED, that the Putnam County Executive, on behalf of Putnam County, be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of Putnam County with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and Putnam County's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that the County Executive, with the advice and assistance of the County Attorney, is authorized to finalize and execute all necessary documents, including, without limitation, the State/Local Agreement, in connection with the Project; and it is further

RESOLVED, that in addition to the Putnam County Executive, the Commissioner of the Department of Public Works and the Commissioner of Finance are also authorized, with the consent of the County Executive, to execute any necessary Agreements or certifications on behalf of Putnam County with the New York State Department of Public Transportation in connection with the advancement or approval of the project identified in the State/Local Agreement; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

Phys 11/14 Reso
Audit 11/23
#9
Phys

ALEXANDRA GORDON
Acting Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

2026 NOV 13 PM 1:14
PUTNAM COUNTY
LEGISLATURE
CARMEL, NY

To: Diane Trabulsy, Legislative Clerk

From: Alexandra Gordon, Acting Commissioner of Finance

Re: Budgetary Amendment - **26A096**

Date: November 12, 2026

At the request of the Commissioner of Planning, the following budgetary amendment is required.

CAPITAL FUND:

Increase Estimated Appropriations:

55997000 53000 52616	Transit Sinage	53,537
		53,537 ✓

Increase Estimated Revenues:

55997000 445970 52616	Fed Aid Section 5307 FFY 2023	42,830
55997000 435970 52616	State Aid Section 5307 FFY 2023	5,353
55997000 428601 52616	Transfer from General Fund	5,354 ✓
		53,537

Decrease Estimated Appropriations:

55997000 53000 52306	Transit Section 5307 FFY 2023	53,537

Decrease Estimated Revenues:

55997000 445970 52306	Fed Aid Section 5307 FFY 2023	42,830
55997000 435970 52306	State Aid Section 5307 FFY 2023	5,353
55997000 428601 52306	Transfer from General Fund	5,354 ✓
		53,537 ✓

Fiscal Impact - 2026 - $ 0
Fiscal Impact - 2027 - $ 0

This Resolution is required to fund account for Section 5307 Program Funds as per the attached correspondence. Please forward to the appropriate committee.

Approved : :_____
Kevin M, Byrne, County Executive

Alexandra Gordon

From:	Barbara Barosa
Sent:	Friday, September 4, 2026 10:34 AM
To:	Alexandra Gordon; Joseph Vita
Cc:	Matthew Covucci; Carrie DeMarchi; Ilona Campo
Subject:	Request for Budgetary Amendments for 2026 Executed FTA grants
Attachments:	NY-2026-045-00.pdf; Award - NY-2026-048-00.docx; Project Tracking Sheet 2026 FINAL for Budgetary Amendment.docx

Good Morning,

The Department of Planning, Development & Public Transportation recently executed two FTA Grants. I attached a chart that shows the source of funds and the 80% federal amount with state and local matches, as well as the award documents for each grant. I kindly request that budgetary amendments be prepared to account for this funding.

The details are:

1. **NY-2026-045, Operating Assistance**, FFY 2020 CT Section 5307 funding, allocated to 2026 Operating costs. $185,466. This is a 50/50 grant with 50% matched by local funds. Account revenue line is 95630000 449899

2. **NY-2026-048**, Multiple Projects.

   Project 1 – Bus Purchases (4) & Expansion (2) Vehicles. $840,001 total, 80% federal funding, 10% state, and 10% local match. See project sheet for breakdown. Please create a new capital project line for this project.

   Project 2 – 2026 Project Administration. Part of adopted 2026 budget. 10802000 449894, Total of $100,000 with federal $80,000 (80%), $10,000 local match and $10,000 state funding to reimburse staff for FTA grant administration.

   Project 3- Route Signage – $53,537 total, 80% federal funding, 10% state, and 10% local match. See project sheet for breakdown. Please create a new capital project line for this project.

State contract for 10% matches to these projects will come separately from NYSDOT.

The funding has been previously approved in the Capital Plans for each year, and the account where the Section 5307/5339 funding is for each year are as follows:
FFY 2020 – Account 52006
FFY 2023 – Account 52306
FFY 2024 – Account 52413

The project tracking sheet shows which year of funding and amounts which should be moved to fund the awarded projects.

Thank you in advance for your assistance with this matter. Please call me if you have any questions.

Prep. - Nov 19 Res D
Audit - Nov 23
Full - Dec 1
#10 Phys

ALEXANDRA GORDON
Acting Commissioner of Finance

DEPARTMENT OF FINANCE

2026 NOV 13 PM 1:15
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MEMORANDUM

To: Diane Trabulsy, Legislative Clerk

From: Alexandra Gordon, A/Commissioner of Finance

Re: Budgetary Amendment - **26A097**

Date: November 12, 2026

At the request of the Commissioner of Planning, the following budgetary amendment is required.

CAPITAL FUND:

Increase Estimated Appropriations:

55997000 53000 52615	Transit Vehicles	840,001

Increase Estimated Revenues:

55997000 445970 52615	Fed Aid Section 5307 FFY 2023	295,785
55997000 435970 52615	State Aid Section 5307 FFY 2023	36,973
55997000 428601 52615	Transfer from General Fund	84,001
55997000 445970 52615	Fed Aid Section 5307 FFY 2024	376,215
55997000 435970 52615	State Aid Section 5307 FFY 2024	47,027 ✓
		840,001

Decrease Estimated Appropriations:

55197000 53000 52306	Transit Section 5307 FFY 2023	369,732
55197000 53000 52413	Transit Section 5307 FFY 2024	470,269 ✓
		840,001

Fiscal Impact - 2026 - $ 0
Fiscal Impact - 2027 - $ 0

This Resolution is required to fund account for Section 5307 Program Funds as per the attached correspondence. Please forward to the appropriate committee.

Approved : :_____
Kevin M, Byrne, County Executive

Alexandra Gordon

From: Barbara Barosa
Sent: Friday, September 4, 2026 10:34 AM
To: Alexandra Gordon; Joseph Vita
Cc: Matthew Covucci; Carrie DeMarchi; Ilona Campo
Subject: Request for Budgetary Amendments for 2026 Executed FTA grants
Attachments: NY-2026-045-00.pdf; Award - NY-2026-048-00.docx; Project Tracking Sheet 2026 FINAL for Budgetary Amendment.docx

Good Morning,

The Department of Planning, Development & Public Transportation recently executed two FTA Grants. I attached a chart that shows the source of funds and the 80% federal amount with state and local matches, as well as the award documents for each grant. I kindly request that budgetary amendments be prepared to account for this funding.

The details are:

1. **NY-2026-045, Operating Assistance**, FFY 2020 CT Section 5307 funding, allocated to 2026 Operating costs. $185,466. This is a 50/50 grant with 50% matched by local funds. Account revenue line is 95630000 449899

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   Project 1 – Bus Purchases (4) & Expansion (2) Vehicles. $840,001 total, 80% federal funding, 10% state, and 10% local match. See project sheet for breakdown. Please create a new capital project line for this project.

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   Project 3- Route Signage – $53,537 total, 80% federal funding, 10% state, and 10% local match. See project sheet for breakdown. Please create a new capital project line for this project.

State contract for 10% matches to these projects will come separately from NYSDOT.

The funding has been previously approved in the Capital Plans for each year, and the account where the Section 5307/5339 funding is for each year are as follows:
FFY 2020 – Account 52006
FFY 2023 – Account 52306
FFY 2024 – Account 52413

The project tracking sheet shows which year of funding and amounts which should be moved to fund the awarded projects.

Thank you in advance for your assistance with this matter. Please call me if you have any questions.

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30 [illegible]

#11
Phys

ALEXANDRA GORDON
Acting Commissioner of Finance

DEPARTMENT OF FINANCE

2026 NOV 13 PM 1:15
PUTNAM COUNTY
LEGISLATURE
COUNTY OF PUTNAM

MEMORANDUM

To: Diane Trabulsy, Legislative Clerk

From: Alexandra Gordon, Acting Commissioner of Finance

Re: Budgetary Amendment - **26A098**

Date: November 12, 2026

At the request of the Commissioner of Planning, the following budgetary amendment is required.

CAPITAL FUND:

Decrease Estimated Appropriations

55997000 53000 52524	Cashless Fare Project	100,000

Decrease Estimated Revenues:

55997000 445970 52524	Fed Aid 5307 Cashless Fare	80,000
55997000 435970 52524	State Aid 5307 Cashless Fare	10,000
55997000 428601 52524	Transfer From General Fund	10,000

GENERAL FUND:

Increase Estimated Revenues:

10802000 449894	FTA Planning Asst CFDA 20.514	100,000

Increase Estimated Appropriations:

109901000 59030	Transfer to General Fund	100,000

Fiscal Impact - 2026 - $ 10,000
Fiscal Impact - 2027 - $ 0

Approved : :_____
Kevin M, Byrne, County Executive

Alexandra Gordon

From: Barbara Barosa
Sent: Friday, September 4, 2026 10:34 AM
To: Alexandra Gordon; Joseph Vita
Cc: Matthew Covucci; Carrie DeMarchi; Ilona Campo
Subject: Request for Budgetary Amendments for 2026 Executed FTA grants
Attachments: NY-2026-045-00.pdf; Award - NY-2026-048-00.docx; Project Tracking Sheet 2026 FINAL for Budgetary Amendment.docx

Good Morning,

The Department of Planning, Development & Public Transportation recently executed two FTA Grants. I attached a chart that shows the source of funds and the 80% federal amount with state and local matches, as well as the award documents for each grant. I kindly request that budgetary amendments be prepared to account for this funding.

The details are:

1. **NY-2026-045, Operating Assistance**, FFY 2020 CT Section 5307 funding, allocated to 2026 Operating costs. $185,466. This is a 50/50 grant with 50% matched by local funds. Account revenue line is 95630000 449899

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State contract for 10% matches to these projects will come separately from NYSDOT.

The funding has been previously approved in the Capital Plans for each year, and the account where the Section 5307/5339 funding is for each year are as follows:
FFY 2020 – Account 52006
FFY 2023 – Account 52306
FFY 2024 – Account 52413

The project tracking sheet shows which year of funding and amounts which should be moved to fund the awarded projects.

Thank you in advance for your assistance with this matter. Please call me if you have any questions.

Prop. No. 1
Mod - No. 23
Real - Dec. 1

Reso
Def 4

#12
Phys

ALEXANDRA GORDON
Acting Commissioner of Finance

2026 NOV 13 PM 1:15
PUTNAM COUNTY LEGISLATURE
CARMEL, NY

DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Trabulsy, Legislative Clerk

From: Alexandra Gordon, Acting Commissioner of Finance

Re: Budgetary Amendment - **26A099**

Date: November 13, 2026

At the request of the Commissioner of Planning, the following budgetary amendment is required.

CAPITAL FUND:

Decrease Estimated Revenue:

55997000 445970 52006	FED AID SECTION 5307	185,466
55997000 435970 52006	ST AID SECTION 5307	23,182
57997000 428601 52006	TRANSFER FROM GENERAL FUND	23,183
		231,831

Increase Estimated Appropriations:

55997000 59030 52006	TRANSFER TO GENERAL FUND	185,466

Decrease Estimated Appropriations:

55997000 53000 52006	TRANSIT SECTION 5307	231,831

GENERAL FUND

55997700 428601	TRANSFER FROM OTHER FUND	185,466

TRANSPORTATION FUND:

Increase Estimated Appropriations:

99901000 59033	TRANSFER FROM GENERAL FUND	185,466

Increase Estimated Revenues:

95630000 449899	FED AID- PUB TRANSPORT 20.507	185,466

Fiscal Impact - 2026 - $ 0
Fiscal Impact - 2027 - $ 0

This Resolution is required to fund account for Section 5307 Program Funds as per the attached correspondence. Please forward to the appropriate committee.

Approved : :_____
Kevin M, Byrne, County Executive

Alexandra Gordon

From: Barbara Barosa
Sent: Friday, September 4, 2026 10:34 AM
To: Alexandra Gordon; Joseph Vita
Cc: Matthew Covucci; Carrie DeMarchi; Ilona Campo
Subject: Request for Budgetary Amendments for 2026 Executed FTA grants
Attachments: NY-2026-045-00.pdf; Award - NY-2026-048-00.docx; Project Tracking Sheet 2026 FINAL for Budgetary Amendment.docx

Good Morning,

The Department of Planning, Development & Public Transportation recently executed two FTA Grants. I attached a chart that shows the source of funds and the 80% federal amount with state and local matches, as well as the award documents for each grant. I kindly request that budgetary amendments be prepared to account for this funding.

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State contract for 10% matches to these projects will come separately from NYSDOT.

The funding has been previously approved in the Capital Plans for each year, and the account where the Section 5307/5339 funding is for each year are as follows:
FFY 2020 – Account 52006
FFY 2023 – Account 52306
FFY 2024 – Account 52413

The project tracking sheet shows which year of funding and amounts which should be moved to fund the awarded projects.

Thank you in advance for your assistance with this matter. Please call me if you have any questions.

Reso

CC: all
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Audit 11/23
Ful 12/1

ALEXANDRA GORDON
Acting Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

2026 NOV 12 PM 6:09
PUTNAM COUNTY
LEGISLATURE
CARMEL, NY

To: Diane Trabulsy, Legislative Clerk

From: Alexandra Gordon, A/Commissioner of Finance

Re: Budgetary Amendment - 26A100

Date: November 12, 2026

At the request of the Commissioner of Planning, the following budgetary amendment is required.

Capital Fund:

Increase Estimated Revenues:

55997000 428601 52607	INTERFUND TRANSFER - GENERAL (LOCAL 10%)	$	40,004
55997000 435970 52607	STATE AID - TRANSIT 5307/5339 FFY26		40,003
55997000 445970 52607	FEDERAL AID - TRANSIT 5307/5339 FFY26		320,025
			400,033

Increase Appropriations:

55997000 53000 52607	CAPITAL - TRANSIT SECTION 5307/5339 FFY26	$	400,033

General Fund:
Increase Appropriations:

10990100 59020	TRANSFER OUT - GENERAL	$	40,004

Increase Estimated Revenue:

10131000 427112	Use of Capital Reserve	$	40,004

Fiscal Impact - 2026 - $40,004
Fiscal Impact - 2027 - $ 0

Approved : _____
Kevin M, Byrne, County Executive

Alexandra Gordon

From: Barbara Barosa
Sent: Wednesday, November 11, 2026 3:43 AM
To: Carrie DeMarchi; Alexandra Gordon
Cc: Ilona Campo; Matthew Covucci
Subject: Re: FFY 2026 Section 5307/5339 NY and Danbury, CT funding actuals

Yes, the project line was set up based on the 2026 Capital Plan, with a tentative amount, and it needs to be revised to actual now that we have our agreements in place with NYMTC and Danbury. Bill did the 2025 in November last year so that can be copied for this year.

The amounts should only be the difference from what was anticipated and already in account and the new money, not total allocation though.

Thanks,
Barbara

From: Carrie DeMarchi <Carrie.DeMarchi@putnamcountyny.gov>
Sent: Tuesday, November 10, 2026 4:39 PM
To: Alexandra Gordon <Alexandra.Gordon@putnamcountyny.gov>
Cc: Ilona Campo <Ilona.Campo@putnamcountyny.gov>; Matthew Covucci <Matthew.Covucci@putnamcountyny.gov>; Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>
Subject: RE: FFY 2026 Section 5307/5339 NY and Danbury, CT funding actuals

We are assuming that project line 52607 is a place holder account with $1,200,000 that Bill Carlin set up for the 2026 Federal Section 5307 funds back in early January. Yes, I agree that the expenses and revenues should match with the 80%, 10%, 10%. Our 2026 Federal grants are utilizing older 5307 funds. These funds have not yet been allocated into a grant yet.

FFY 2026 FEDERAL

$1,017,845 NY 5307/5340/5339 funds combined

550,108 Danbury, CT 5307 funds

32,377 Danbury, CT 5339 funds

$1,600,330 Total revenue Federal Section 5307 funds all sources

200,041 state match

200,042 county match

$2,000,413 total expense

This is making more sense now. Hope this helps.

Carrie DeMarchi
Sr. Planning Assistant • Planning, Development & Public Transportation
841 Fair Street, Carmel, NY 10512 | PHONE: 845.878.3480 X48106 • FAX: 845-808-1948
WWW.PUTNAMCOUNTYNY.GOV

PUTNAM COUNTY GOVERNMENT NEW YORK

From: Alexandra Gordon <Alexandra.Gordon@putnamcountyny.gov>
Sent: Tuesday, November 10, 2026 2:20 PM
To: Carrie DeMarchi <Carrie.DeMarchi@putnamcountyny.gov>
Subject: FW: FFY 2026 Section 5307/5339 NY and Danbury, CT funding actuals

FYI

Alexandra Gordon
Acting Commissioner • Department of Finance
PHONE | 845.808.1075 • X-49328 | WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY GOVERNMENT NEW YORK
"Empowering Putnam County through dedicated service."

From: Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>
Sent: Wednesday, October 21, 2026 10:41 AM
To: William Carlin <William.Carlin@putnamcountyny.gov>; Alexandra Gordon <Alexandra.Gordon@putnamcountyny.gov>
Cc: Susanne Galya <Susanne.Galya@putnamcountyny.gov>; Carrie DeMarchi <Carrie.DeMarchi@putnamcountyny.gov>; Ilona Campo <Ilona.Campo@putnamcountyny.gov>
Subject: FFY 2026 Section 5307/5339 NY and Danbury, CT funding actuals

Good Morning,

Attached are the split letters between Putnam County and the MTA for FFY 2026 Section 5339 and Section 5307/5340 funding apportioned to the New York side of the Danbury CT-NY SUZA, as well as the NYMTC Resolution #615, with the adopted distribution of FFY 2026 Federal Transit Funding for NY. Putnam County received $1,017,845 of Section 5307/5340/5339 NY funding, $550,108 Section 5307 and $32,377 Section 5339 Danbury, CT funding.

I kindly request that you prepare an adjustment to Account 55997000 445970 52607, which was established with a tentative revenue of $1,200,000.

Thank you,

Barbara

Barbara Barosa, AICP
Commissioner • Department of Planning, Development & Public Transportation •
PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY NEW YORK GOVERNMENT
"Empowering Putnam County through dedicated service."

From: Barbara Barosa
Sent: Wednesday, November 5, 2025 11:44 AM
To: William Carlin <William.Carlin@putnamcountyny.gov>
Cc: Susanne Galya <Susanne.Galya@putnamcountyny.gov>; Sheila Barrett <sheila.barrett2@putnamcountyny.gov>
Subject: FFY 2025 Section 5307/5339 Danbury, CT-NY funding

Good Morning Bill,

Please see attached for the 2025 allocations of Section 5307/5339 funding from Danbury. I have also re-attached the NYMTC Resolution providing the adopted 2025 Section 5307/5339 NY funding. Please let me know if you need anything else.

Best,

Barbara

Barbara Barosa, AICP
Commissioner • Department of Planning, Development & Public Transportation •
PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY NEW YORK GOVERNMENT
"Empowering Putnam County through dedicated service."

Reso
CC: all
#14 - Physical 11/19
Audit 11/23
Full 12/1

ALEXANDRA GORDON
Acting Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

2026 NOV 12 PM 6:09
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

To: Diane Trabulsy, Legislative Clerk

From: Alexandra Gordon, A/Commissioner of Finance

Re: Budgetary Amendment - **26A101**

Date: November 12, 2026

At the request of the DPW Commissioner, the following budgetary amendment is required.

GENERAL FUND:

Increase Estimated Appropriations:

10990100 59020	Transfer to Capital Fund	**531,250**

Increase Estimated Revenues:

10131000 427112	Use of Capital Reserve	**531,250**

CAPITAL FUND:

Increase Estimated Appropriations:

55997000 53000 52617	EPA- Vacuum Sweeper Trucks	**2,656,250**

Increase Estimated Revenues:

55997000 428601 50309	Transfer From General Fund	531,250
55997000 445981 52617	Fed Aid- EPA Grant Funding	2,125,000
		2,656,250

Fiscal Impact - 2026 - $ 531,250
Fiscal Impact - 2027 - $ 0

This Resolution is required to provides funding to Putnam County to implement its project for Municipal Separate Storm Sewer (MS4) Program Pollution Control Equipmentas identified in an approved Technical Correction. Please see attached correspondence.

Approved : _____
Kevin M, Byrne, County Executive

Alexandra Gordon

From: Barbara Barosa
Sent: Tuesday, September 29, 2026 9:08 AM
To: County Executive; Jennifer Nygard; Alexandra Gordon
Cc: Thomas Feighery; Joseph Bellucci; Matthew Covucci
Subject: FW: Notice of EPA Award – Agreement No. CG 96293226-0 - County of Putnam for MS4 Pollution Control (Log #081)
Attachments: OMB Form 96293226-0.pdf

Importance: High

Good Morning,

Please see attached for executed grant agreement for the purchase of vacuum trucks and sweepers for your records.

Alex – Can you please set up a capital line for this project? Total project cost is $2,656,250, with $2,125,000 from EPA, and $531,250 matched local funds.

Thanks,
Barbara

Barbara Barosa, AICP
Commissioner • Department of Planning, Development & Public Transportation •
PHONE | 845.878-3480 • WEBSITE | PUTNAMCOUNTYNY.COM
PUTNAM COUNTY NEW YORK GOVERNMENT
"Empowering Putnam County through dedicated service."

From: Bryan, Calletta <Bryan.Calletta@epa.gov>
Sent: Tuesday, September 29, 2026 7:20 AM
To: Barbara Barosa <Barbara.Barosa@putnamcountyny.gov>
Cc: William Carlin <William.Carlin@putnamcountyny.gov>; Matthew Covucci <Matthew.Covucci@putnamcountyny.gov>; Thomas Feighery <Thomas.Feighery@putnamcountyny.gov>; Region2 GrantApplicationBox <Region2_GrantApplicationBox@epa.gov>; Freiberg, Brenda <Freiberg.Brenda@epa.gov>; Chaisetseree, Michelle <Chaisetseree.Michelle@epa.gov>
Subject: Notice of EPA Award – Agreement No. CG 96293226-0 - County of Putnam for MS4 Pollution Control (Log #081)
Importance: High

Some people who received this message don't often get email from bryan.calletta@epa.gov. Learn why this is important

PUTNAM COUNTY NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER! DO NOT click links; DO NOT open attachments; DO NOT forward if you were not expecting this email or it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Dear Recipient:

Attached is a digitally signed Agreement from the U.S. Environmental Protection Agency. An assistance agreement recipient demonstrates its commitment to carry out the award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or, 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. Please see the "Notice of Award" section of the agreement for more information. However, if you wish to file a notice of disagreement with the award terms and conditions, you must email your notice to our dedicated email box at Region2_GrantApplicationBox@epa.gov. In the case of a disagreement, and until the disagreement is resolved, the recipient should not draw funds under this, and any costs incurred by the recipient are at its own risk.

EPA has compiled requirements that apply to all agreements in an on-line set of conditions, which are referenced in the section of the award entitled, GENERAL TERMS AND CONDITIONS. You must access these and ensure your organization complies with them. Additionally, your agreement includes grant-specific administrative and programmatic conditions with which your organization must also comply, which are noted in the attached assistance award document. Please review this agreement to ensure your organization is aware of any new or revised conditions included in this action.

If your work plan and budget includes subawards of financial assistance (2 CFR 200.92 and 200.330), please pay particular attention to EPA's General National Term and Condition for Subawards in the programmatic terms and conditions of this agreement. By accepting this assistance agreement, your organization is certifying that it either has systems in place to comply with the regulatory or EPA policy requirements specified in the General Terms and Conditions for Subawards or that it will refrain from making subawards with funding EPA provides under this agreement until the necessary or requisite systems are designed and implemented. Also note that should your organization decide to make a subaward(s) that was not described in the work plan and budgeted under this agreement, you must obtain prior written approval from EPA's Award Official for the subaward as provided at 2 CFR 200.308(c)(1)(vi).

Please reference the EPA Assistance Number on all future correspondence regarding this Assistance Agreement. Questions on technical matters should be directed to the Project Officer and questions on

administrative matters should be directed to the Grants Specialist identified in the Assistance Agreement. If you have any questions on drawdowns, please contact Brenda Freiberg at 919-541-4527 or Freiberg.Brenda@epa.gov.

To assist you with post-award management responsibilities, please visit EPA Grants to view EPA grant related information. This document contains important post-award reporting requirements and instructions on how to receive payments. The forms and guidance you will need to administer your agreement can be found at http://www.epa.gov/grants/epa-grantee-forms. In addition, EPA periodically sends Recipient/Applicant Information Notices (RAINs) via email to provide key information to applicants and recipients about EPA policies, as well as other government-wide policies and requirements that impact EPA grants. To subscribe to the RAINs listserv please go to this page.

All email attachments must be sent in pdf or other acceptable software format (e.g., DocuSign), and all forms requiring signature must be electronically or digitally signed in accordance with EPA's Recipient/Applicant Information Notice (RAIN), Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email. EPA Region 2's dedicated email box should be used for receiving grant forms and documents. The following documents should be submitted to Region2_GrantApplicationBox@epa.gov, which can be found at http://www.epa.gov/grants/epa-grantee-forms:

- *Financial assistance applications for grants and cooperative agreements that are not otherwise required to be submitted through Grants.gov*
- *Requests for award amendments, including requests to re-budget funds and to extend the budget and/or project periods of the award.*
- *Indirect Cost Rate agreements and proposals.*
- *Copy of Federal Financial Reports (FFRs; Standard Form 425s) that you submit to the EPA RTP Finance Division at rtpfc-grants@epa.gov.*
- *Updates to recipient information, including email addresses, changes in contact information or changes in authorized representatives.*
- *Revised Key Contacts Form* (EPA Form 5700-54) *if there has been a change to* recipient information, including email addresses, changes in contact information or changes in authorized representatives.

ATTACHMENT: Agreement

Sincerely,

Calletta Bryan
Grants Management Specialist
Grants and Compliance Management Branch, U.S. EPA
Phone: (212) 637 – 3421| bryan.calletta@epa.gov

PUTNAM COUNTY LEGISLATURE

Resolution #109
Introduced by Legislator: William Gouldman on behalf of the Physical Services Committee at a Regular Meeting held on May 5, 2026.

APPROVAL/ APPLICATION FOR FY2023 EPA STAG GRANT FUNDING/ COUNTY OF PUTNAM FOR MS4 POLLUTION CONTROL

WHEREAS, the County has been appropriated $2.125 million in the FY-2023 Congressional Appropriations through the United States Environmental Protection Agency (U.S. EPA) Fiscal Year 2023 State and Tribal Assistance (STAG) program for water quality protection; and

WHEREAS, in order to receive the funding, the County must submit an application detailing the usage of the funds; and

WHEREAS, Section 5-1(D)(1) of the Putnam County Code requires the Legislature to approve all grant applications prior to their submission; and

WHEREAS, the County requested that the FY-2023 EPA STAG funds in the amount of $2.125 million dollars be used for the purchase of MS4 pollution prevention equipment including two Multi-use Vactor 2100i trucks, two Vacuum excavator units and two Vacall street sweepers; and

WHEREAS, there is a required 20% local match of $531,250; and

WHEREAS, the equipment will also be made available for use to the municipalities as part of the 2025 Intermunicipal Agreement for Shared Highway Services between Putnam County and the Towns and Villages of Putnam County (Resolution #154 of 2025), further benefiting the community; and now therefore be it

RESOLVED, that Putnam County is hereby authorized and directed to file a grant application for FY-2023 EPA STAG funds in the amount of $2.125 million dollars for MS4 Pollution Control; and be it further

RESOLVED, that the County Executive, together with the County Legislature, supports and ratifies the County's application for the MS4 Pollution control utilizing the FY-2023 EPA STAG grant funding; and it is hereby further

RESOLVED, that this Resolution shall take effect immediately.

BY POLL VOTE: ALL AYES. MOTION CARRIES.

APPROVED

5/12/26

COUNTY EXECUTIVE **DATE**

State of New York
ss:
County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on May 5, 2026.

Dated: May 8, 2026

Signed:

Diane Trabulsy
Clerk of the Legislature of Putnam County

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

GRANT NUMBER (FAIN): 96293226 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** CG	**DATE OF AWARD** 09/24/2026
TYPE OF ACTION: New	**MAILING DATE** 09/29/2026
PAYMENT METHOD: ASAP - EPA Prior Approval	**ACH#** 20725

RECIPIENT TYPE:
County

Send Payment Request to:
region2_grantapplicationbox@epa.gov

RECIPIENT:
PUTNAM COUNTY
40 GLENEIDA AVENUE
CARMEL, NY 10512-1705
EIN: 14-6002759

PAYEE:
PUTNAM COUNTY
40 GLENEIDA AVENUE
CARMEL, NY 10512-1705

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Thomas Feighery 842 Fair Street Carmel, NY 10512 **Email:** thomas.feighery@putnamcountyny.gov **Phone:** 845-878-6331	Michelle Chaisetseree 290 Broadway, WD-DWMIB-SRFPS New York, NY 10007 **Email:** Chaisetseree.Michelle@epa.gov **Phone:** 212-637-3628	Calletta Bryan Grants and Compliance Management Branch, MSD/GCMB 290 Broadway, 24th Floor New York, NY 10007 **Email:** Bryan.Calletta@epa.gov **Phone:** 212-637-3421

PROJECT TITLE AND DESCRIPTION

FY23- County of Putnam for MS4 Pollution Control

This agreement provides funding to Putnam County to implement its project for Municipal Separate Storm Sewer (MS4) Program Pollution Control Equipment as identified in an approved Technical Correction.
The activities to be performed include the execution of a stormwater pollution control equipment project. Workplan activities consist of procurement and purchase of equipment, including: two (2) multi-use Vactor 2100i trucks, two (2) HTV PTO Vacuum Excavator Units, and two (2) Vacall Street Sweepers.The anticipated deliverables include improved maintenance and cleanout of approximately 234 miles of road and 265 drainage structures by the Putnam County Department of Public Works. The expected outcomes include increased effectiveness of the Putnam County Stormwater Management Program (SWMP) and MS4 Pollution Control Program reducing pollution of stormwater flows into water bodies, including the New York City aqueduct and reservoir that provides water to approximately 9 million people. The intended beneficiaries include human health and the environment.

No subawards are included in this assistance agreement.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
04/01/2026 - 12/31/2028	04/01/2026 - 12/31/2028	$ 2,656,250.00	$ 2,656,250.00

NOTICE OF AWARD

Based on your Application dated 06/09/2026 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 2,125,000.00. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 2,125,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 2, Grants and Compliance Management Branch 290 Broadway, 24th Floor New York, NY 10007-1866	U.S. EPA, Region 2, Water Division R2 - Region 2 290 Broadway New York, NY 10007

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Donald Pace - Director	**DATE** 09/24/2026

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 2,125,000	$ 2,125,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 531,250	$ 531,250
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 2,656,250	$ 2,656,250

Assistance Program	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2023 Consolidated Appropriations Act (PL 117-328)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2602HE0218	25	E5C	0223CVR	000B80	4192	-	-	$ 2,125,000
									$ 2,125,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 0
2. Fringe Benefits	$ 0
3. Travel	$ 0
4. Equipment	$ 2,656,250
5. Supplies	$ 0
6. Contractual	$ 0
7. Construction	$ 0
8. Other	$ 0
9. Total Direct Charges	$ 2,656,250
10. Indirect Costs: 0.00 % Base	$ 0
11. Total (Share: Recipient 20.00 % Federal 80.00 %)	$ 2,656,250
12. Total Approved Assistance Amount	$ 2,125,000
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 2,125,000
15. Total EPA Amount Awarded To Date	$ 2,125,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2025-or-later

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

1. Federal Financial Reports (FFRs) (SF-425): rtpfc-grants@epa.gov; Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement. The Final FFR must be submitted to the Grants Office at Region2_GrantApplicationBox@epa.gov for review and approval before submittal to the EPA Research Triangle Park Finance Division (RTPFD).
2. Payment requests (if applicable): Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.
3. Quality Assurance documents, workplan revisions, updated workplan milestone target dates, equipment lists, programmatic reports and deliverables: Project Officer for this agreement.
4. All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.

B. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (g)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. The written request must include: **a written justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities.** In addition, if there are overdue reports required by the administrative and programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no cost time extension request.

The extension request must be submitted to the EPA-Grants and Compliance Management Branch via email to Region2_GrantApplicationBox@epa.gov and the EPA Grants Specialist. All Federal Financial Reports (SF-425) must be emailed to the EPA Research Triangle Park Finance Division at rtpfc-grants@epa.gov; the Grants and Compliance Management Branch at Region2_GrantApplicationBox@epa.gov; the EPA Grants Specialist and the EPA Project Officer. All email attachments must be sent in pdf or other acceptable software format (e.g., DocuSign). Any forms requiring signature must be electronically or digitally signed in accordance with EPA's Recipient/Applicant Information Notice (RAIN), Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email.

C. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from ***4.01.2026*** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

D. Prior Approval of Payments for EPA Community Grants

The recipient must submit Payment Requests via email using Standard Form 270 (SF-270), "Request for Advance or Reimbursement" via email to the EPA Grants Management Specialist and EPA Project Officer listed in the award agreement. In addition, the recipient must attach supporting documentation substantiating costs listed on the SF-270 form. The SF-270 form and instructions for completing this form are available at https://www.epa.gov/grants/epa-grantee-forms. Payment Requests should report cumulative expenditures (both federal and non-federal) incurred under the grant. The EPA will approve payments for allowable expenditures at the ratio shown in the latest applicable grant agreement.

Supporting documentation must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the SF-270 form must be electronically or digitally signed by the recipient's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email. Supporting documentation may include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable supporting documentation.

As a reminder, please refer to the grant-specific Programmatic Terms and Conditions, as well as the EPA General Terms and Conditions, applicable to this award for additional information regarding procurement documentation submission, American Iron and Steel (AIS), Build America, Buy America Act (BABA), Davis-Bacon, and other requirements.

After EPA review and written approval of Payment Request documentation, the recipient may request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for 100% of the total allowable expenditures shown on the SF-270 for the covered period (i.e., the Federal share). If EPA has waived the cost-share requirement for the grant, EPA may pay 100% of the allowable costs reported for that period. If EPA identifies any unallowable or unresolved costs in the Payment Request documentation, the recipient must revise and resubmit the SF-270 to reflect the correct amount of costs. Any questioned or disallowed costs will be detailed in writing by the EPA Grants Management Officer (GMO) or authorized Award Official.

Payment for costs approved by the EPA and authorized for drawdown by the recipient via ASAP will be credited to the recipient's designated financial institution (Refer to the Financial Information section in the EPA General Terms and Conditions applicable to this award).

The EPA Grants Management Officer (GMO) or authorized Award Official reserves the right to adjust the prior approval requirement after a number of payments are processed successfully (e.g., where the recipient submits accurate SF-270s with complete supporting documentation). The EPA GMO or authorized Award Official will consult with the EPA Project Officer to discuss any potential changes to this requirement. Any changes to this requirement will be implemented via a formal grant amendment updating the terms and conditions in the award document.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	**ACCEPTABLE DOCUMENTATION**
1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: •Meet the requirements in 2 CFR 200.430(g) for producing accurate information regarding actual hours an employee worked performing the EPA agreement.	

•Reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period.•Be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed.•Contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.	
1a. Working Hours	• Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – if applicable, approved fringe rate or actual costs per employee.	A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS– Must have an approved indirect cost rate agreement covering the period for the indirect costs being claimed or opt to use up to a 15% de minimis rate of Modified Total Direct Costs. Refer to the "Indirect Cost Rate Agreements" in the General Terms and Conditions for additional information.	A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL Note: First class/business class travel costs are not allowable.	• listing of trips taken, trip dates, location, purpose, and actual costs incurred.• copy of signed and dated authorization documents for each trip. • written certification by employee's supervisor or other authorized official that the trip took place.• copy of signed and dated travel vouchers showing actual expenditures
5. EQUIPMENT – Records must show equipment items, quantity, unit cost, and total amount consistent with the Purchase Order and Request For Proposal.	• Copies of procurement documentation, including quotes or bid announcements as required (unless already provided to the EPA).• Copies of vendor invoices.• Copies of sufficient AIS/BABA manufacturer certification letters, or documentation of appropriate waiver coverage, if applicable.
6. SUPPLIES	•Invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order. • Copies of procurement requests.• Copies of sufficient AIS/BABA certification letters or documentation of appropriate waiver coverage, if applicable.
7. CONTRACTUAL As required by 2 CFR 200.327, the recipient contracts must include all applicable clauses contained in Appendix II to 2 CFR Part 200, in addition to provisions relating to American Iron and Steel and the Build America, Buy America Act, as applicable. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the EPA Project Officer.Contracts for Architectural and Engineering services are included	Solicitation documents (e.g., requests for proposals or requests for qualifications, as applicable).*• Evidence of the selection decision and a cost and price analysis, as applicable.*• Copies of contractor invoices*(unless previously provided to the EPA)

in this category.The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10. More information is found in the General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance (RAIN-2019-G02-R2)	
8. CONSTRUCTION This category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103. More information is found in the General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance (RAIN-2019-G02-R2). As required by 2 CFR 200.327, the recipient contracts must include all applicable clauses contained in Appendix II to 2 CFR Part 200, in addition to provisions relating to American Iron and Steel and the Build America, Buy America Act, as applicable. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the EPA Project Officer.	• Solicitation documents (e.g., requests for proposals or quotes).*• Evidence of the selection decision and a cost and price analysis.*• Copies of contractor and vendor invoices.• Copies of sufficient AIS/BABA certification letters or documentation of appropriate waiver coverage, if applicable.*(unless previously provided to the EPA)
9. OTHER If subaward costs are being claimed, a copy of the executed subaward agreement must be provided to the EPA (unless already provided). The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.	• Copies of procurement requests.*• Copies of sufficient AIS/BABA certification letters or documentation of appropriate waiver coverage, if applicable.• Quotes or bid announcements, as required.• Documentation of participant support cost payments approved in the budget.• Cost Calculations/Allocations of shared costs like rent, utilities, etc. *(unless previously provided to the EPA)

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS

A. Performance Reports

Content

In accordance with 2 CFR 200.329, the recipient must relate financial data and project or program accomplishments to the performance goals and objectives of the EPA award and must provide cost information to demonstrate cost-effective practices (for example, through unit cost data) when reporting program performance. The recipient agrees to submit performance reports that include information on each of the following areas: 1) A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period (for example, comparing costs to units of accomplishment); 2) explanations on why established outputs/outcomes were not met; and 3) Additional information, analysis, and explanation of cost overruns or higher-than-expected-unit costs.

Additionally, the recipient agrees to notify the EPA when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

Frequency

Semi-Annual: The recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer. Semi-annual reports are due within 30 days after the reporting period (every six-month period) as described below.

PERIOD ENDING	SEMI-ANNUAL DUE DATES
October 1 – March 31	April 30
April 1 – September 30	October 30

B. Project changes (2 CFR 200.308)

Consistent with 2 CFR 200.308, the recipient must request prior written approval from EPA for the following program and budget-related reasons, including but not limited to: changes which alter the project performance standards; changes in the scope or objectives of the project (even if there is no associated budget revision requiring prior written approval) or substantially altering the design of the project; changes in key personnel (including employees and contractors) that are identified by name or position in the Federal award; the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator; the inclusion, unless waived by the EPA, of costs that require prior written approval in accordance with 2 CFR Part 200, Subpart E, as applicable; the transfer of funds between construction and non-construction budget categories; significantly delaying or accelerating the project schedule; or substantially altering the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project. Note, depending on the type of change, the authorized Agency Award Official or Grants Management Officer may need to make the final determination.

C. Right of Access (2 CFR 200.337)

EPA will have access to all records which are pertinent to the assistance agreement (including fiscal, procurement, and engineering data and files), and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities. This term and condition supplements the requirements in the "Access to Records" General Term and Condition.

Procurement Document Submission

1. With the exception of projects that qualify for the procurement flexibility in the FY 2026 Consolidated Appropriations Act (P. L. 119-74) discussed below in term and condition D. Procurement, the recipient shall submit a copy of all proposed and/or executed contracts for services (including professional and construction), supplies, and equipment over the simplified acquisition threshold as defined in 2 CFR 200.1 to the EPA Project Officer for review. The submittal of the proposed and/or executed contracts must include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bids, scopes of work, and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, the bid package of the selected responsive and responsible bidder for review prior to the award of a contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. The bid package should include, as applicable and at minimum, a bid tabulation, a copy of the proof of advertising, the bid bond of the selected bidder, the Disadvantaged Business Enterprises proposed consideration by the bidder with a statement from the recipient that the efforts taken by the selected bidder meet the statutory/regulatory requirements, and the recommendation to award a contract to the selected bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed and/or executed contract for services, such as architectural/engineering or grant management or construction, prior to signing each contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. To be accepted as allowable project costs, such procurements/contracts must comply with all statutory and regulatory requirements as applicable, including 40 U.S.C. 1101 et seq. *(the Brooks Act) or an equivalent State qualifications-based procurement requirement;* 2 CFR Part 200; 2 CFR Part 1500; and/or 40 CFR Part 33.

(2) Recipients that qualify for the procurement flexibility discussed below in term and condition D. Procurement, must provide to the EPA upon request solicitation documents (e.g., Request for Proposals or Request for Qualifications), contracts, and/or any other pertinent documents relating to the process used to enter the contract(s) and/or contract amendment(s).

(3) All recipients, to include those that qualify for the procurement flexibility in the FY 2026 Consolidated Appropriations Act (P.L. 119-74) discussed below in term and condition D. Procurement, must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS) Act, and Build America, Buy America (BABA) Act in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

D. Procurement

The FY 2026 Consolidated Appropriations Act (P.L. 119-74), which was signed into law on January 23, 2026, states:

Provided further, That the funds made available under this heading for Community Project Funding/Congressionally Directed Spending grants in this or prior appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance, if a Community Project Funding/Congressionally Directed Spending recipient has procured services or products through contracts entered into prior to the date of enactment of this legislation that complied with state and/or local laws governing competition.

(a) Recipients with projects identified in the FY 2026 or prior (i.e., FY 2022, FY 2023, and FY 2024) Appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance if the recipient has:

- procured services or products through contracts entered into prior to January 23, 2026; and

- complied with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement).

In order to request coverage for the procurement flexibility, the recipient must provide a written statement to the EPA Project Officer affirming any contracts (and/or contract amendments) entered into prior to January 23, 2026, complied with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts (and/or contract amendments) were entered. The contract (and/or contract amendment) will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance with this provision.

(a)(1) Contract Amendments after January 23, 2026, and FY 2026 Procurement Flexibility

Recipients with projects identified in the FY 2026 or prior (i.e., FY 2022, FY 2023, and FY 2026 Appropriations Acts) may not be subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance (with the exception noted below in paragraph (a)(2) for contract modifications over the Simplified Acquisition Threshold in effect at the time of award) for contract amendments that occur after January 23, 2026, if the recipient has:

(i) procured services or products (e.g., supplies and equipment) through contracts entered into prior to January 23, 2026;

(ii) entered into said contracts in compliance with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement); and

(iii) complied with state and/or local laws relating to contract amendments as applicable.

In order to request coverage for the procurement flexibility for contract amendments after January 23, 2026,the recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to January 23, 2026, and contract amendments after that date, complied with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts and contract amendments were entered into . The contract and contract amendment will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance with this provision.

(2) Consistent with 2 CFR 200.324, the recipient further agrees that for all contract modifications/amendments in excess of the Simplified Acquisition Threshold in effect at the time of award, the recipient will perform a cost or price analysis.

(b) All other recipients who do not qualify for the procurement flexibility discussed in section (a) must procure all services (professional, construction, etc.), supplies, and equipment awarded under this grant in accordance with all applicable federal requirements, including: 40 U.S.C. 1101 *et seq. (the Brooks Act) or an equivalent State qualifications-based procurement requirement, as applicable;* 2 CFR Part 200; 2 CFR Part 1500; and/or 40 CFR Part 33. This includes all services (professional, construction, etc.), supplies, and equipment for which costs are approved as preaward costs.

(c) Recipient must comply with the procurement processes for architectural and engineering (A/E) services as described in 40 U.S.C. 1101 et seq., or an equivalent State qualifications-based requirement.

Where equivalent State qualifications-based requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E

procurement requirements are equivalent to 40 U.S.C. 1101 et seq. must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of 40 U.S.C. 1101 et seq. include:

- Public announcement of the solicitation (e.g., public announcement of a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e. g., criteria identified in the solicitation);
- Evaluation criteria should be based on demonstrated competence and qualifications for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;
- In the event that the recipient is unable to negotiate a satisfactory contract with the firm, the recipient shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the recipient is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in 40 U.S.C. 1101 *et seq.* apply.

(d) All recipients, to include those that qualify for the procurement flexibility discussed in section (a), must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS) Act, and Build America, Buy America (BABA) Act in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

E. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient will contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes, under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: (i) by including this requirement in subaward agreements; and (ii) during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The FY 2022 Consolidated Appropriations Act (Pub. Law 117-103), FY 2023 Consolidated Appropriations Act (Pub. Law 117-328), FY 2024 Consolidated Appropriations Act (Pub. Law 118-42), and FY 2026 Consolidated Appropriations Act (Pub. Law 119-74) provide that those federal requirements that would apply to a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) project grant recipient shall apply to a grant recipient receiving a Community Grants project. Consequently, these Appropriations Acts extend Signage requirements applicable to SRF projects to Community Grants. The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide.

Basic Requirements

Recipients should note that they have the option of selecting different implementation options depending on the location, project type, and available resources. The costs of compliance with the signage requirements are allowable under the grant, provided the costs are reasonable.

Summary of Options

The SRF Signage Guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the Basic Requirements above while remaining cost-effective and accessible to a broad audience. The following strategies are acceptable options for communities to follow:

Standard signage

- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

Recipients selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project, and community
- Project cost (total grant award amount, i.e., federal share plus recipient contribution)
- The EPA and Recipient logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner

that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of External Affairs, the EPA logo is the identifier for assistance agreement projects. Recipients are responsible to comply with the sign specifications provided by the OPA, available at https://www.epa.gov/aboutepa/using-epa-seal-and-logo. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to the EPA Office of External Affairs and include the EPA Project Officer in the communication; contact information can be found at https://www.epa.gov/aboutepa/using-epa-seal-and-logo.

Implementation Option: Posters, Brochures, and/or Pamphlets

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the recipient.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the Community Grants program. The recipient may also implement this option as a short pamphlet that is placed in one of the locations noted below for community members to read.

Posters, brochures, and/or pamphlets should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, brochure, and/or pamphlet, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

Projects that will implement this requirement through use of posters, brochures, and/or pamphlets should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletters, Periodicals, and/or Press Releases

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the recipient to issue a formal press release announcing construction of a new

facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and community resources can reach a wide audience as the statement goes through multiple news outlets.

If the recipient decides on a public and/or media event to publicize the accomplishment of significant events related to the project as a result of EPA support, the recipient must provide EPA with at least ten working days' notice of the event and the opportunity to attend and participate in the event.

Recipients that will implement this requirement through use of a newsletter, periodical, or press release should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Inserts and/or Pamphlets in Water/Sewer Bills

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the affected community. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the environmental and public health benefits to the community.

Recipients that will implement this requirement through use of inserts and/or pamphlets in water/sewer bills should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online and/or Social Media Publicity

Many communities are increasingly finding that the internet is the most cost-effective approach to publicizing their projects and reaching a broad audience of stakeholders. Online "signage" should follow the minimum information guidelines above and may appear on the town, community, and/or facility website if available. In some cases, communities may be active on social media sites such as Facebook or X, formally known as Twitter. These can be used as an opportunity for publicizing projects and information about how EPA funds are being used in the community.

These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or through other social media outlets.

Projects that will implement this requirement through use of online and/or social media publicity should ensure the following are included:

- Name of facility, project, and community

- Project was wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, recipients have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, and/or online materials. Communities may consider using the following:

"Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the grant funding administered by the U.S. Environmental Protection Agency (EPA). EPA's Community Grant Program. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near (name of town, city, and/or water body or watershed to benefit from project.)

For projects in certain areas, recipients should consider whether it is appropriate to include additional details about the project. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including additional detail would further serve to showcase positive efforts financed by EPA. Additionally, recipients may elect to detail improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the recipient when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

G. Public or Media Events

The recipient will notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to the project as a result of EPA support and provide the opportunity for attendance and participation by federal representatives with at least ten working days notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's Community Grants Program Final Implementation Guidance. For additional information on cross-cutting requirements, as well as applicability for recipients and subrecipients, visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

I. American Iron and Steel (AIS)

AIS requirements apply to this award agreement based on the directive Congressional language in the FY 2022, FY 2023, FY 2024, and FY 2026 Consolidated Appropriations Acts (i.e., "Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"). AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement.

(a) *Definitions.* As used in this award term and condition—

(1) "iron and steel products" mean the following products made primarily of iron or steel, where "primarily" means 50% or greater iron/steel, measured by materials costs: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and ferrous construction materials.

(2) "steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition. "Produced in the United States means all manufacturing processes, beginning with initial melting, must occur in the United States.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph (b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron and/or steel, ;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with Section 608 of the Clean Water Act and Section 1452(a)(4) of the Safe Drinking Water Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act (BABA)

This term and condition supplements the "Build America, Buy America" term and condition included in EPA's General Terms and Conditions.

(a) Definitions.

For legal definitions and sourcing requirements, the recipient must consult the EPA Build America, Buy America website, 2 CFR Part 184, and the Office of Management and Budget's (OMB) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

(b) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions under the Water Programs section athttps://www.epa.gov/baba/build-america-buy-america-baba-epa-programs.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.epa.gov/baba/build-america-buy-america-baba-approved-waivers.

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-24-02.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

i. The Federal Award Identification Number (FAIN);

ii Location and description of the project;

iii. Total cost of infrastructure expenditures, including federal and non-federal funds, as well as the source of any additional federal funds, if any;

iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;

v. Project schedule including earliest targeted installation dates of items requested to be waived;

vi. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;

vii. Recipient's Unique Entity Identifier (UEI);

vii. Anticipated impact if no waiver is issued; and

viii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary

communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(c) Waiver Evidence Submission.

(1) The recipient must maintain documentation of any use of materials which are considered de minimis and are covered by an existing waiver (e.g., miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

(2) If the recipient seeks coverage under an existing general applicability BABA waiver, the recipient agrees to submit available evidence to the EPA Project Officer to support such a determination as identified in the BABA waiver. The recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

K. Environmental Review

This project consists of activities listed in paragraphs 40 C.F.R. 6.204(a)(2)(i)-(x)). Specifically, the EPA has determined this project is eligible for the categorical exclusion at 40 C.F.R. 6.204(a)([CITE the specific CE]). No separate National Environmental Policy Act (NEPA) documentation needs to be developed for use of a NEPA categorical exclusion determination under 40 C.F.R. 6.204(a)(2), and the recipient may only draw down funds for activities listed in paragraphs 40 C.F.R. 6.204(a)(2)(i)-(x). Recipient shall not draw down EPA funds or make any expenditures to meet a cost share obligation, for any action not listed in section 6.204(a)(2), including construction-related activities such as destruction, excavation, modification of existing structures, ground-disturbing work including rehabilitation and replacement activities, modifying, removing or demolishing structures, or other improvements to real property If the scope of the project changes, the recipient understands that additional environmental review may be necessary.

L. Davis-Bacon Labor Standards

1. Program Applicability

a. Program Name: Community Grants Program

b. Statutes requiring compliance with Davis-Bacon:

- Consolidated Appropriations Act, 2022 (P.L. 117-103);
- Consolidated Appropriations Act, 2023 (P.L. 117-328);
- Consolidated Appropriations Act, 2024 (P.L. 118-42); and
- Consolidated Appropriations Act, 2026 (P.L. 119-74)

c. Activities subject to Davis-Bacon:

- **For Community Grants Projects that are inclusive of CWSRF-eligible activities**: Treatment works constructed in whole or in part with assistance made available by the FY 2022, FY 2023, FY 2024, and/or FY 2026 Consolidated Appropriations Acts discussed in section b.
- **For Community Grants Projects that are inclusive of DWSRF-eligible activities**: Any construction project carried out in whole or part with assistance made available by the FY 2022, FY 2023, FY 2024, and/or FY 2026

Consolidated Appropriations Acts discussed in section b.

d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more;
- Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts

a. Solicitation and Contract Requirements:

i. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

ii. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

> **"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants**

b. After Award of Contract:

i. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).

ii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

> **"By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients."**

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in 29 CFR 5.6.

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR 5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation

of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

M. Operation and Maintenance

The recipient agrees that it will properly operate and maintain all facilities that are partially or wholly funded by this grant for the useful life of the facilities as described below.

Useful Life Timeframes

- Land - Permanent

- Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years

- Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years

- Wastewater and Drinking Water Process Equipment - 15 years

- Auxiliary Equipment - 10 years

R-50

CC: all
PMS 11/19 - #15
Acct 11/23
Full 12/1

ALEXANDRA GORDON
Acting Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

2026 NOV 12 PM 6:09
PUTNAM COUNTY LEGISLATURE
CARMEL, NY

To: Diane Trabulsy, Legislative Clerk

From: Alexandra Gordon, A/Commissioner of Finance

Re: Budgetary Amendment - **26A102**

Date: November 12, 2026

At the request of the DPW Commissioner, the following budgetary amendment is required.

COUNTY ROAD FUND:

Increase Estimated Appropriations:

10514400 54410	Supplies and Materials	**556,000**

Increase Estimated Revenues:

10514400 427011	Refund Prior Years	**556,000**

Fiscal Impact - 2026 - $0
Fiscal Impact - 2027 - $ 0

This Resolution is required to provide funding to purchase Salt for County Roads.
The monies being used will be coming from NYS snow and Ice funds.
Please forward to the appropriate committee.

Approved : :_____
Kevin M, Byrne, County Executive

Pub Nov 9
Publ Nov 23
Pub Dec 1

Reso
Cal. #1

#16
Phys

ALEXANDRA GORDON
Acting Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

2026 NOV 13 PM 1:14
PUTNAM COUNTY
LEGISLATURE
CARMEL, NY

To: Diane Trabulsy, Legislative Clerk

From: Alexandra Gordon, Acting Commissioner of Finance

Re: Budgetary Amendment - **26T341**

Date: November 13, 2026

At the request of the Commissioner of DPW, the following budgetary amendment is required.

CAPITAL FUND:

Decrease Estimated Appropriations:

55197000 53000 50245	PEEKSKILL HOLLOW RD	335,000

Increase Estimated Appropriations:

55197000 53000 51716	STONELEIGH AND DREWVILLE INT	335,000

Fiscal Impact - 2026 - $ 0
Fiscal Impact - 2027 - $ 0

This Resolution is required to transfer funds from Peekskill Hollow Road Project to Stoneleigh Avenue/Drewville Road Intersection. Please see attached correspondence. Please forward to the appropriate committee.

Approved : :_____
Kevin M, Byrne, County Executive

JOHN TULLY
Commissioner

KEVIN M. BYRNE
County Executive

DEPT. OF GENERAL SERVICES -
PURCHASING

MEMORANDUM

TO: Alexandra Gordon, Acting Commissioner, Finance

FROM: Alexis Hawley, Assistant Supervisor of Planning & Design AMH

CC: John Tully, Commissioner, DGS
Thomas Feighery, Commissioner, DPW
Joseph Bellucci, Deputy Commissioner, DPW
Barbara Barosa, Commissioner, Planning, Development & Public Transportation
Kerrianne Knapp, Accounting Supervisor, DPW

DATE: November 13, 2026

RE: REQUEST TO REALLOCATE FUNDING BETWEEN PROJECTS

Please accept this request to reallocate $335,000 from PIN 8757.48 – Peekskill Hollow Road Reconstruction to PIN 8761.97 – Stoneleigh Avenue at Drewville Road Intersection Improvements. The Peekskill Hollow Road Reconstruction project is complete and is actively being closed out in cooperation with the NYSDOT. There remains $335,000 of unallocated funding in the project that we are requesting be moved to the Stoneleigh Avenue at Drewville Road Intersection Improvements project to supplement anticipated, upcoming construction expenses. This would be a County local overmatch currently as we continue to seek additional Federal and State funding opportunities.

FYI-Phys-Nov. Sign
Audit-Nov

2026

COUNTY OF PUTNAM

#17
Phys

FUND TRANSFER REQUEST

TO: Commissioner of Finance

FROM: Thomas Feighery, Commissioner

DEPT: Dept. of Public Works

DATE: 10/15/2026

I hereby request approval for the following transfer of funds:

FROM ACCOUNT# /NAME	TO ACCOUNT# /NAME	AMOUNT	PURPOSE
10085000 52680 (Golf Course other equip)	10711000 52680 (Park other equip)	$20,000.00	to purchase deck mounted marine boom cutter (underwater weed cutter)
	TOTAL:	$20,000.00	

2026 OCT 20 PM 3:18
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

SIGNATURES NOT NEEDED - THEY WILL BE AUTHORIZED VIA COMPUTER SYSTEM

2026_ Fiscal Impact $ 0 ___0___

2027_ Fiscal Impact $ 0 ___0___

Department Head Signature/Designee Date

AUTHORIZATION: (Electronic Signature)

Date Commissioner of Finance/Designee: Initiated by: $0 - $5,000.00

Date County Executive/Designee: Authorized for Legislative Consideration: $5,000.01 - $10,000.00

Date Chairperson Audit /Designee: $0 - $10,000.00

Date Audit & Administration Committee: $10,000.01 - $25,000.00

26T300

Budget Transfers and Amendm | Content Manager | Workboat underwater weed cu

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-Sign

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TC-3012 Workboat

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where the weeds are
ation a minute or over 100
ake in an afternoon
s— Handle the toughest jobs

sign for maximum payload

g options available
rnal attachments, 3-year (or
ll & deck
n markups save time and

