

VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES
39 MAIN STREET SARANAC LAKE NY
MEETING AGENDA 5:30 PM
Monday, November 25, 2024

This meeting will be held in the Village Board Room and may be viewed through ZOOM
Enter at the side door of the building, 39 Main Street

Join Zoom Meeting

<https://us02web.zoom.us/j/83464593667?pwd=UzV2Yll2VGtqdGRzL3F5OVZvNmMxUT09>

Meeting ID: 834 6459 3667

Passcode: 459999

CALL TO ORDER PLEDGE OF ALLEGIANCE
ROLL CALL:

AUDITING:

- a. Pay Vouchers
- b. Approve Minutes from 11-11-2024

PUBLIC COMMENT:

WORK SESSION: Short-term Rental Cap Criteria and Policy

PUBLIC HEARING: Amendment to Local Law #4-2023 extending moratorium for new STRs

ITEMS FOR BOARD ACTION

BILL	167	2024	Adopt Amendment to Short-term Rental Moratorium Law
BILL	173	2024	Resolution adopting a policy for establishing a cap on new short-term rental permits and criteria for exemptions
BILL	174	2024	Resolution authorizing the Village Board of Trustees to issue a Negative Declaration for the SEQR process of the Mount Pisgah Water Withdrawal Permit Project
BILL	146	2024	Resolution authorizing the submission of the Mount Pisgah Water Withdrawal Permit to NYSDEC
BILL	175	2024	Approve FEMA Contract and Funding for Collection System Upgrades
BILL	176	2024	Resolution to authorize agreement between the Village and the Volunteer Rescue Squad
BILL	177	2024	Resolution to authorize the Village Manager to sign a lease with Harrietstown for Office Space
BILL	178	2024	Resolution to accept a Justice Assistance Grant (JAG) for the Saranac Lake Police Department
BILL	179	2024	Resolution to approve the acceptance of \$100,000 NYSERDA Clean Energy Communities (CEC) Grant for Municipal Building Upgrades
BILL	180	2024	Resolution to approve the acceptance of \$20,000 NYSERDA Clean Energy Communities Grants for heat pumps at the Department of Public Works and Central Garages

OLD BUSINESS:

NEW BUSINESS: Maplink Website

PUBLIC COMMENT:

MOTION TO ADJOURN

PUBLIC COMMENT
PERIOD OF MEETINGS

1. Anyone may speak to the Village Board of Trustees during the public comment periods of a public hearing or the public comment periods of the meeting.
2. As a courtesy, we ask those participating in public comment to introduce themselves.
3. Individual public comment is limited to **5 minutes** and may be shortened by the meeting chairperson if not respectful and productive in manner.
4. When a meeting is attended by a group of people who share the same or opposing views on a public comment topic, the chair may require that the group(s) designate not more than two spokespersons and limit the total time public comment to 5 minutes for each point of view or side of an issue.
5. Individual time may not be assigned/given to another.
6. A public hearing is meant to encourage comment and the expression of opinion, not a direct debate, nor should a commenter be intimidated by a village board member. Should a village response be asked, The Village Board of Trustees may offer explanation or information to the public at that time. They also reserve the right to request the individual leave contact information with the Clerk to receive a more researched answer at a later time.
7. Individuals requesting response from the village board, not offered during the meeting, will be contacted by phone, email, letter, or request for in-person meeting.
8. All remarks shall be addressed to the board as a body and not to any individual member thereof.
9. Interested parties or their representatives may address the board at any time by written or electronic communications.
10. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
11. Village Board members are offered a 5-minute grace period for meeting start. If board member is more than 5 minutes late to the meeting, they will forfeit their right to participate and vote during the meeting.
12. While electronic devices are necessary for viewing documents and time keeping, as a courtesy to the public and fellow board members, Village Board Members must refrain from texting, e-mailing, and instant messaging during Board Meetings, except in the case of family emergencies.

Please note- During the course of regular business, discussion and commentary is limited to board members and village staff only. We ask for this courtesy, for the board and staff to conduct their business and discussion without interruption. All village board members and staff are available after the conclusion of a meeting for one on one discussion.

VILLAGE BOARD REGULAR MEETING

Monday, November 11, 2024

Regular Meeting began at 5:30 PM and ended at 8:00 PM

Meeting was held in person in the Village Board Room and was also available on zoom

RECORDING LINK:

https://us02web.zoom.us/rec/share/aCUUjZE8jiEVxvglSu7baUcmWh0dh95DzC_IR4-V_DZYCaRLNaiTrVTkDfkOTJlq.UnEpVIu2Thjw4Pzy?startTime=1731364052000

Passcode: 7-r&L0Nz

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL FOR REGULAR MEETING: Present, Mayor James Williams

Trustees: Present, Trustee Brunette, Trustee Ryan, Trustee Scollin and Trustee White.

Staff also Present: Village Manager Bachana Tsiklauri, Village Treasurer Kendra Martin, Deputy Clerk/Treasurer Nicole McClatchie and Village Clerk Amanda Hopf.

AUDITING:

Chair Mayor Williams called for a motion to approve payment for the 2025 Budget \$924,494.35 batch number 11112024. Complete detail of these vouchers is attached and made part of these minutes.

Motion: Brunette Second: White

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

APPROVAL OF MINUTES:

Chair Mayor Williams called for a motion to approve these minutes

Motion: White Second: Ryan

Roll Call: Brunette yes; Ryan yes; Scollin; abstain; White yes; Williams yes.

ROOST UPDATE

PUBLIC HEARING: Amendment to Local Law #4-2023; extension of Moratorium for new STRs

Chair Mayor Williams called for a motion to open the Public Hearing

Motion: Scollin Second: Ryan

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

Kathy Pallotta explained current circumstances and request for new STR exemption

Public Hearing left open

PUBLIC COMMENT:

Rich Shapiro input on Pisgah Rates, Bill 170-2024 Fire Contracts, and maintenance costs at 33 Petrova

Mark Wilson funding sources for EMS facilities project

Mary Newman Fox on proposed Pisgah Rates

Ben Douglas on EMS vehicle sizes in relation to the size of the proposed building size

WORK SESSION: Pisgah Rates

ITEMS FOR BOARD ACTION:

Bill 155-2024 Adopt Pisgah Rates

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams called for a motion

Motion to amend: White Second: Scollin

Roll Call to amend: Brunette yes; Ryan yes; Scollin; yes White yes; Williams yes.

Roll Call on amended: Brunette yes; Ryan yes; Scollin; yes White yes; Williams yes.

Bill 157-2024 Resolution to authorize the Village Manager to sign agreement with FOMP

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams called for a motion

Motion: Scollin Second: White

Motion to amend: White Second: Scollin

Roll Call to amend: Brunette yes; Ryan yes; Scollin; yes White yes; Williams yes.

Roll Call on amended: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

Bill 165-2024 Park Use Application with permission to serve alcohol for 2024 Village Holiday Shop Local Event

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams called for a motion

Motion: Ryan Second: Scollin

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

Bill 166-2024 Resolution to authorize the Village Manager to promote Mike Berry and Shawn White to Heavy Equipment Operators within the Department of Public Works

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams called for a motion

Motion: Brunette Second: Ryan

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

Bill 167-2024 Adopt Amendment to Short-term Rental Moratorium Law

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams called for a motion

Motion to Table: Scollin Second: Ryan

Roll Call to Table: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

Bill 168-2024 Approve form for new Short-term Rental Moratorium Exemptions

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams called for a motion

Motion: Scollin Second: Ryan

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

Bill 169-2024 Authorize the Village Manager to sign Fiscal Advisors Contract and Approve Funding

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams called for a motion

Motion: White Second: Brunette

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

Bill 170-2024 Authorize the Village Manager to execute 2025 Town Fire Contracts

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams called for a motion

Motion: Scollin Second: Ryan

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

Bill 171-2024 Authorize Professional Services contract with Suozzo, Doty, and Associates for Saranac Lake Collection System and approve funding

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams called for a motion

Motion: Scollin Second: White

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

Bill 172-2024 Authorize Professional Services Contract with Suozzo, Doty, and Associates for Water Pollution Control Plant Upgrades and approve funding

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams called for a motion

Motion: Scollin Second: White

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

Bill 173-2024 Resolution adopting a policy for establishing a cap on new Short-term Rental permits and criteria for exemptions

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams called for a motion

Motion to Table: Scollin Second: Ryan

Roll Call to Table : Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

OLD BUSINESS: Housing, Armory, and Emergency Services Updates

NEW BUSINESS: Security Letter from Chief of Police

PUBLIC COMMENT SECTION:

Mark Wilson change to Pisgah half day rates and the Wendel Public Input Session

Rich Shapiro on ticket sales versus rates at Pisgah

Jeremy Evans STR discussion and Pisgah Rates

Adam Karl future of Short term Law amendments

Ben Douglas modification of size of EMS building project

MOTION TO ADJOURN:

Chair Mayor Williams called for a motion to adjourn

Motion: White Second: Scollin

Roll Call: Brunette yes; Ryan yes; Scollin yes; White yes; Williams yes.

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Adopt Local Law

Date: 11/25/2024

DEPT OF ORIGIN: Mayor Williams

BILL # 167-2024

DATE SUBMITTED: 10/29//2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$0

AMOUNT
BUDGETED: \$0

APPROPRIATION
REQUIRED: \$0

SUMMARY STATEMENT

Resolution to adopt Local Law # 5 of 2024; Amendment to the Moratorium on New Short-term Rentals

RECOMMENDED ACTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE RYAN _____

TRUSTEE SCOLLIN _____

TRUSTEE WHITE _____

RESOLUTION TO ADOPT LOCAL LAW #5 OF 2024 AMENDING THE MORATORIUM LAW FOR NEW SHORT TERM RENTALS

WHEREAS, the Board of Trustees of the Village of Saranac Lake adopted Local Law 4-2023 on June 24, 2023, placing a temporary moratorium on new Short-term Rentals, and,

WHEREAS, the purpose of extending the moratorium until December 31, 2025 will be to suspend the administrative review and approval process for new, initial applications to operate short term rentals in the Village of Saranac Lake to include both Special Use Permit applications and STR Permit applications as outlined in the Village of Saranac Lake Short-term Rental Law, and,

WHEREAS, the Village Board of Trustees held a Public Hearing to consider the Local Law amending the Village Code on Monday, November 11, 2024 at 5:30 PM, and,

WHEREAS, it has been determined that the amendment to the Village Code is a type II action for the purposes of SEQRA and requires no environmental review.

THEREFORE, BE IT RESOLVED, the Board of Trustees approves the adoption of Local Law # 5 of 2024 to amend the Moratorium placed on new short-term rentals in the Village.

BE IT FURTHER RESOLVED, this local law shall take effect immediately upon filing with the New York State Secretary of State.

**VILLAGE OF SARANAC LAKE
LOCAL LAW NO. # 4 OF 2023**

To enact a moratorium in the form of a local law in order to temporarily suspend the issuance of new, initial Short Term Rental Permits in the Village of Saranac Lake

Section 1. Title:

This law shall be known as the Moratorium Law of #4-2023 of the Village of Saranac Lake.

Section 2. Purpose and Intent:

The purpose of this Moratorium is to temporarily suspend the administrative review and approval process for new, initial applications to operate short term rentals (STRs) in the Village of Saranac Lake, to include both Special Use Permit applications and STR Permit applications as outlined in Village of Saranac Lake Local Law No. 3 of 2023. The Village recently adopted a Local Law to amend the Village of Saranac Lake Unified Development Code, which Local Law authorizes pre-existing STRs to continue to operate, and to apply for a Special Use Permit for a minor project from the Village of Saranac Lake Development Board within 60 days of the effective date of the Local Law. The Village is uncertain how many applications will be submitted for pre-existing STRs. Thus, this Moratorium is appropriate so that the Village may have the time necessary to receive and evaluate applications for pre-existing STRs before receiving applications for new STRs. Such effort is advisable given potential development pressures for this type of use in the Village of Saranac Lake.

Section 3. Authority:

This Moratorium is enacted by the Village Board of the Village of Saranac Lake pursuant to its authority to adopt local laws under the New York State Constitution Article IX, the Village Law and Section 10 of the Municipal Home Rule Law.

Section 4. Moratorium Imposed:

Until the 31st day of December, 2025, there is hereby imposed a Moratorium on all new, initial applications to operate STRs in the Village of Saranac Lake, to include both Special Use Permit applications and STR Permit applications as outlined in Village of Saranac Lake Local Law No. 3 of 2023; and that no approvals, permits, actions or decisions shall be made or issued by any Board or official of the Village of Saranac Lake with respect to any such applications. This Moratorium shall apply to all such applications, whether pending or received prior to the effective date of this law. No such applications shall be accepted by any Board or official of the Village of Saranac Lake while this law remains in effect. Pre-existing STRs, as defined in Section 5 of Local Law No. 3 of 2023, shall not be subject to this moratorium. Exemptions may be granted by the Board of Trustees under special circumstances such as new construction and rehabilitation of a derelict or dilapidated building. Any exemption granted by the Board of Trustees shall first require a public hearing.

Section 5. Effect of Moratorium:

Upon the effective date of this Local Law, no Board, body or official of the Village shall accept for review, continue to review, hold a hearing upon, make any decision upon, or issue any permit or approval upon any application or proposal for the uses, projects or developments set forth in Section 4 above. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this Local Law is in effect.

Section 6. Effective Date:

This local law shall take effect once filed with the office of the New York State Secretary of State.

PUBLIC HEARING

AMENDING LOCAL LAW #4-2023 EXTENDING MORATORIUM LAW

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: STR Cap and Exception to Cap Policy

Date: 11/11/2024

DEPT OF ORIGIN: Trustee Scollin & Trustee Brunette

Bill # 173-2024

DATE SUBMITTED: 11/7/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution adopting a policy for establishing a cap on new Short-Term Rental Permits and criteria for cap exemptions

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

Resolution
RESOLUTION ADOPTING A POLICY FOR
ESTABLISHING A CAP ON NEW SHORT TERM RENTAL PERMITS
AND CRITERIA FOR CAP EXEMPTIONS

WHEREAS, in accordance with § 106-104.3 Short-term rentals of the Saranac Lake Development Code, the Board of Trustees sets the maximum number of STR permits allowed during any given period (the 'cap'); and

WHEREAS, the initial maximum number of STR permits that can be issued is ten; and

WHEREAS, the Board of Trustees desires to have a fair and consistent approach to determining where new STR permits may be issued within the overall cap that meets the objectives of the STR regulations; and

WHEREAS, once the cap is established exemptions to the cap may be granted by the Board of Trustees under special circumstances such as new construction and rehabilitation of a derelict or dilapidated building; and

WHEREAS, the Board of Trustees recognizes the value in establishing a policy for the fair and consistent review of cap exemption requests that meet the the objectives of the STR regulations.

THEREFORE, BE IT RESOLVED, the Board of Trustees hereby establishes the following policy for (1) determining in which zoning districts new STR permits may be issued and (2) granting of exceptions to the cap on short-term rentals permitted in a zoning district.

Village of Saranac Lake
Policy establishing new short term rental permits and criteria for cap exemptions

1. To comply with the STR Law's requirement for setting caps on STR permits, the Board of Trustees must:
 - Determine appropriate cap levels per zoning district.
 - Propose initial caps for new STR permits (excluding pre-existing STRs) in line with the current law's limitations, which restrict new permits to a maximum of 10 village-wide since the law's effective date.
2. The total number of new STR permits that may be issued between January 1, 2025 and December 31, 2025 is ten (10).
3. The criteria for determining the number of new STR permits that may be issued in each zoning district is set forth below:

STR PERMIT CAPS:

If there are currently no STRs / cap = 0

If there are less than 50 residential properties / cap = 0

Between 51-200 residential properties / cap = 1

Over 200 residential properties / cap = 2

Zoning District	Residential Properties	STR Units	Unlicensed * STR Units	Cap #
A1	NA	0	0	0
A2	51	4	0	1
A3	NA	0	1	0
A4	NA	0	0	0
A5	3	1	0	0
B1	NA	0	1	0
B2	4	2	1	0
B3	18	2	0	0
B4	30	3	3	0
C1	NA	0	0	0
C2	88	4	0	1
C3	NA	0	0	0
C4	NA	0	0	0

D1	139	8	5	1
D2	60	4	0	1
D3	NA	0	0	0
E1	19	2	0	0
E2	35	6	0	0
E3	31	5	2	0
F1	NA	0	0	0
F2	293	6	3	2
G	NA	0	1	0
H1	186	12	2	1
H2	1	1	0	0
H3	73	2	3	1
I	NA	0	1	0
J1	198	5	1	1
J2	NA	0	0	0
K1	NA	0	0	0
K2	125	13	3	1
K3	45	1	0	0
K4	NA	0	0	0
L1	NA	0	0	0
L2	NA	0	0	0
L3	NA	0	0	0
TOTAL	1527	81	27	10

*Compliance and Enforcement Required: There are currently 27 unlicensed.

Exemption Criteria

Exemptions to the caps may be granted by the Board of Trustees under special circumstances such as new construction and rehabilitation of a derelict or dilapidated building. Any exemption to the caps that may be granted by the Board of Trustees shall first require a public hearing [106-104.3 C3.Short-term rentals]. **Exemptions are NOT to the law, but to the CAP.*

New Construction:

New construction is defined as the creation of a building or structure on a previously undeveloped lot, the complete reconstruction of an existing structure on its original footprint or an expanded footprint, or the addition to an existing building that results in an increase in habitable space, and which complies with the Development Code and NYS Building Code.

For purposes of this policy, new construction also includes projects that result in the creation of one or more new dwelling units not previously used for short-term rentals. The construction must comply with the Development Code and NYS Building Code and receive a certificate of occupancy.

Rehabilitation of a Derelict or Dilapidated Building:

Rehabilitation of a derelict or dilapidated building is defined as the comprehensive renovation work on a property deemed unsafe, or unfit for occupancy due to significant structural, or code deficiencies. Rehabilitation must address key elements of habitability, including structural integrity, compliance with the NYS Building Code, and modernization of essential systems (e.g., electrical, plumbing, HVAC). This work should aim to restore the property to a livable and visually improved state, contributing positively to the community.

For purposes of this policy, that applicant must demonstrate a substantive investment in bringing the building up to standards, as verified by documentation of repairs, inspections, and a certificate of occupancy upon completion.

The Board of Trustees will consider exceptions to the cap for a project when it meets one or more of the following criteria:

1. New construction. The construction of a new building that includes at least one (1) dwelling unit.
2. Addition. An addition to an existing building that includes the creation of at least one (1) dwelling unit and which results in the net addition of at least one (1) dwelling unit in the building.
3. Substantial improvement. The repair, alteration or addition of a building, the cost of which equals or exceeds 50 percent of the market value of the building, before the repair, alteration or addition is started, and which results in the issuance of a certificate of occupancy for at least one (1) dwelling unit in the building.
4. Repair or alteration of an unsafe building. The repair or alteration of a building or dwelling unit deemed unsafe and/or unfit for human occupancy by the Code Enforcement Officer and which results in the issuance of a certificate of occupancy for the building and at least one (1) dwelling unit in the building.

Procedure for Review

An application for an exception to the STR cap shall be submitted to the Community Development Department. The application should include information that demonstrates how the proposed project will meet one or more of the criteria. The Director shall submit a complete application to the Board of Trustees, which may, at its discretion, schedule a public hearing.

Decision

The Board of Trustees, after review of the application and consideration of comments received during the public hearing, may approve or disapprove the exception to the STR cap by resolution.

Applicability of Regulations

A project for which an exception to the STR cap is approved is subject to all applicable requirements of the Village of Saranac Lake Development Code and NYS Building Code. A special use permit and STR permit shall be issued before an STR may operate.

Expiration

An STR for which an exception has been approved shall receive a special use permit and STR permit within two years of the exception approval date after which the Board of Trustees may rescind the exception by resolution.

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: SEQR Negative Declaration Mount Pisgah Water Withdrawal Permit

Date: 11/25/2024

DEPT OF ORIGIN: Village Manager

Bill # _174-2024

DATE SUBMITTED: 11/15/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution authorizing the Village Board to issue a Negative Declaration for the Mount Pisgah Water Withdrawal Permit Project

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

Resolution # _____

A RESOLUTION AUTHORIZING THE VILLAGE BOARD OF TRUSTEES, ACTING AS LEAD AGENCY FOR THE SEQR PROCESS OF VILLAGE OF SARANAC LAKE MOUNT PISGAH WATER WITHDRAWAL PERMIT PROJECT TO DETERMINE THE ENVIRONMENTAL SIGNIFICANCE OF PROPOSED ACTION

WHEREAS, the Village of Saranac Lake is required to secure a water withdrawal permit from the New York State Department of Environmental Conservation for the use of groundwater and surface water stored in Frog Pond, located at the Mount Pisgah property for the use in snowmaking for Mount Pisgah and is required to complete the SEQR process to comply with permit requirements; and

WHEREAS, the SEQR process required a Lead Agency be designated to facilitate review, and the Village of Saranac Lake Board of Trustees declared themselves Lead Agency at the Village Board of Trustees Meeting of October 15th, 2024; and

WHEREAS, the Lead Agency solicited input from the involved agencies and completed Part 2 of the EAF at the November 25th, 2024 Village Board of Trustees Meeting and made a declaration on the impact of the above referenced project consistent with SEQR guidance; and

WHEREAS, the Lead Agency determined at the November 25th, 2024, Village Board of Trustees Meeting that the proposed project will not have a significant adverse effect on the environment for the reasons set forth in the SEQR Determination of Non-Significance.

NOW AND THEREFORE IT BE RESOLVED, the Village of Saranac Lake Village Board of Trustees Meeting acting as the Lead Agency for the above referenced project, determines that the above referenced project will not have a significant adverse effect on the environment for the reasons set forth in the attached Notice of Determination of Non-Significance.

RESOLVED that the Village Manager is authorized to take all actions reasonable and necessary to file the Negative Declaration and discharge the Village of Saranac Lake's responsibility as lead agency for this action, including but not limited to entering his signature as the Responsible Officer of the Lead Agency on the SEQR Determination of Significance document and distribute the Negative Declaration to the list of Agencies and the New York State Department of Environmental Conservation Environmental Notice Bulletin.

Whereupon, the Resolution was put to a vote, recorded as follows,

Ayes _____ Nays _____ Abstentions _____

SO APPROVED:

Village Clerk / Village of Saranac Lake

Date: _____



Suozzo, Doty & Associates

PROFESSIONAL ENGINEERING, PLLC

Lake Placid Office
2051 Saranac Ave, Suite 204, Lake Placid, NY 12946
(518) 240-6293
www.sdapllc.com

November 21, 2025

Village of Saranac Lake
Bachana Tsiklauri, Village Manager

RE: Mount Pisgah Water Supply Permit SEQR Resolution

Dear Bachana,

As you know, Suozzo, Doty, & Associates (SDA), has been assisting the Village complete the NYSDEC permitting process for the water usage from Frog Pond for Mt. Pisgah's snow making needs. As part of that process, the Village needs to complete a SEQR determination. To do so, the Village Board passed a resolution declaring the Board as the lead agency for the purposes of SEQR. SDA assisted the Village send letters to the involved agencies (Army Corp of Engineers, Adirondack Park Agency, Essex County Community Development, New York State Department of Environmental Conservation, New York State Department of Health, New York State Office of Parks and Recreation, and the Village Code Enforcement Officer) to seek their input on the selection of the Board as the lead agency. Each agency has either responded that they concur with the selection of the Village Board as lead agency or has not responded and the 30-day response window has closed. Therefore, the Village Board can continue the SEQR process as lead agency.

The SEQR Short Form for an unlisted action was selected for the project and Part 1 was completed as part of the Lead Agency determination (attached for reference). The Village Board should now use that information to complete parts 2 and 3 of the SEQR Short Form. Once the Village Board completes parts 2 and 3, the Board can pass a resolution of findings for SEQR. I have included a copy of Parts 2 and 3 with suggested answers as well as a draft resolution with a negative declaration to aid in the process.

Assuming that the Board does pass a negative declaration, I am also asking the Board to pass the second draft resolution authorizing SDA to work with Bachana to formally submit the water supply permit application to NYSDEC and authorizing Bachana to sign the required forms. Once these have been submitted, it is expected that NYSDEC will issue the water supply permit.

Sincerely,

Greg Swart, PE
Senior Engineer.

With Offices in Bolton Landing and Lake Placid, New York



Certified
Women-Owned
Business Enterprise

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part I. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Village of Saranac Lake Mt. Pisgah Recreation Center Water Withdrawal Permit			
Project Location (describe, and attach a location map): 92 Mt. Pisgah Lane, Saranac Lake, NY 12983			
Brief Description of Proposed Action: The Village of Saranac Lake owns the Mount Pisgah Recreation Center and coordinates operation of the facility. Frog Pond is the existing purported man-made pond on site to be utilized as a water source for snow making to supplement the natural snow base. The primary source of pond water is the Village's potable water system through a piped air-gapped connection. The proposed action is an in-line replacement of the pump station, withdrawing from Frog Pond, which is used to supply water to Mt. Pisgah's snow making system.			
Name of Applicant or Sponsor: Village of Saranac Lake		Telephone: (518) 891-4150 E-Mail: clerk@saranacklakeny.gov	
Address: 39 Main Street			
City/PO: Saranac Lake		State: NY	Zip Code: 12983
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: SHPO, ACOE, APA, DOH			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		2.5 acres	
b. Total acreage to be physically disturbed?		0.01 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		71.88 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

		NO	YES	N/A
5. Is the proposed action,	a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ No additional wastewater production on site from action. Existing wastewater utilities to remain unchanged.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Historic Buildings: Trudeau Sanatorium (First public tuberculosis sanitarium, medical historical site/buildings)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
	b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: APA Wetland (in acres):0.23688658, APA Wetland (in acres):0.95685822. Existing conditions to be replicated by new pump/system, no alteration from existing wetland conditions. _____ _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	

<p>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:</p> <p><input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional</p> <p><input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban</p>		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Former Racetrack Remediation Site (122 Trudeau Rd) ~0.6mi from Frog Pond		
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: <u>Gregory Swart, PE</u> Date: <u>10.15.23</u></p> <p>Signature: <u><i>Gregory Swart</i></u> Title: <u>Senior Engineer</u></p>		

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, OpenStreetMap contributors, and the GIS User Community

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, OpenStreetMap contributors, and the GIS User Community

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	Yes

Project: Date:

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: _____

Date: _____

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

There are no significant environmental impacts expected. The Permit for water usage from Frog Pond is to permit a preexisting condition and therefore there is no change to the current system. The current system is not currently nor expected to cause any significant environmental impact.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Village of Saranac Lake Board of Trustees

Name of Lead Agency

Date

Bachana Tsiklauri

Village Manager

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Mount Pisgah Water Withdrawal Permit

Date: 11/25/2024

DEPT OF ORIGIN: Village Manager

Bill # _146-2024

DATE SUBMITTED: 11/15/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution authorizing the submission of the Mount Pisgah Water Withdrawal Permit

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

Resolution # _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE VILLAGE OF SARANAC LAKE MOUNT PISGAH WATER WITHDRAWAL PERMIT TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

WHEREAS, the Village of Saranac Lake is required to secure a water withdrawal permit from the New York State Department of Environmental Conservation for the use of groundwater and surface water stored in Frog Pond, located at the Mount Pisgah property, for the use in snowmaking for Mount Pisgah; and

WHEREAS, the permit requires and authorizing signature; and

WHEREAS, the permit requires a responsibly person to ensure permit compliance and submit yearly reporting to the Department of Environmental Conservation; and

WHEREAS, Frog Pond requires supplemental water from the Village’s drinking water source.

NOW AND THEREFORE IT BE RESOLVED, the Village of Saranac Lake Board of Trustees authorizes the Village Manger to submit the water withdrawal permit to the New York State Department of Environmental Conservation and sign all required documents, designates the Village Parks Manager to act as the responsible person to ensure permit compliance and submit required yearly reports to the Department of Environmental Conservation, and requires that all Village water supply usage shall conform to all Village policies surrounding same and shall only be used under the direction of the Village’s Chief Water Operator.

Whereupon, the Resolution was put to a vote, recorded as follows,

Ayes _____ Nays _____ Abstentions _____

SO APPROVED:

Village Clerk / Village of Saranac Lake

Date: _____

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: FEMA Contract and Funding Collection System Project

Date: 11/25/2024

DEPT OF ORIGIN: Village Manager

Bill # 175-2024

DATE SUBMITTED: 11/21/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

FEMA Contract and Funding for the Collection System Upgrade Portion of the Water Pollution Control Plant Collection System Capital Project

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

RESOLUTION APPROVING FEMA CONTRACT AND FUNDING

WHEREAS, the Village of Saranac Lake was awarded a Federal Emergency Management Agency Grant to assist in financing the Water Pollution Control Plant Upgrades Project, and,

WHEREAS, the Village Board of Trustees established a separate capital project fund (#230) to provide funding for projects associated with the acquisition, construction, and improvement of FEMA related capital projects,

WHEREAS, the funding amount of \$302,285 from the Capital Project Fund (#230) is necessary to cover the professional service fees for the FEMA funded Collection System Upgrades.

THEREFORE, BE IT RESOLVED, the Village Board of Trustees approves the use of the Capital Project Fund (#230) in the amount of \$302,285 for costs associated with the acquisition, construction, and improvement of FEMA related capital projects.



November 21, 2024

Bachana Tsiklauri
Village Manager
39 Main Street, Suite 9
Saranac Lake, NY 12983
Delivered via email only: manager@saranaclake.gov

**RE: Village of Saranac Lake Collection System: FEMA Funded - Professional Services Proposal
SDA Project #24-130**

Dear Mr. Tsiklauri,

Suozzo, Doty & Associates Professional Engineering, PLLC (SDA) thanks you for the opportunity to submit this professional services proposal for your consideration. This proposal is for the FEMA funded collection system upgrade portion of the Village's overall WPCP and collection system capital project. We note that this proposal agreement is be subject to the attached NYSEFC Mandatory State Revolving Fund Terms and Conditions, Effective October 1, 2023 and is therefore made part of this contract. The Contract is also subject to the attached State of New York Contract for Grants (Number C001071, signed 10/24/24) and is therefore made part of this contract.

FEMA Grant and SDA Proposal Structure

The awarded FEMA grant contains two phases, Phase I and II. The Phase I (Engineering) deliverable is generally a 90% design plan set and is due February 1, 2026. The Phase II (Permits and Construction) deliverable is a construction plan set ready for bidding and permitting. At this time, SDA is providing a proposal for a portion of the work for Phase 1 (up to 10% design).

- FEMA Phase I proposal, which is the subject of this proposal, for 10% design, evaluation, and opinion of probable cost. Includes services generally from November 2024 to March 2025. This proposal also includes grant administration and project management / meeting attendance for all of FEMA Phase I.
- FEMA Phase I proposal to advance the project from 10% design to 90% design, will be provided at a later date. This future proposal will contain services to provide the FEMA Phase I deliverable. Includes services generally from March 2025 to February 1, 2026.

Please see below for specific detail regarding our proposal for the FEMA Phase I 10% design services:

PROJECT UNDERSTANDING

- The Village of Saranac Lake conducted an evaluation of the existing collection system, including the sewer mains known as "The Trunk Main," and "Swamp Line," "North Swamp Line," "East Interceptor Sewer," "Pine Street Siphon," and "West Route 3 Sewer" utilizing a NYSEFC planning grant. This evaluation was conducted by AES Northeast and identified several improvements needed to

upgrade the sewer mains. The report was used to secure grant funds from two different agencies (FEMA and NYSEFC).

- The scope of work as outlined in the report included projects to rehabilitate all six (6) sewer mains with total rehabilitation costs exceeding grants secured to date. Individual projects were ranked into Priority 1 -6 and associated budgets provided for each.
- The Trunk Sewer Main and Swamp Line sewer mains are specifically funded by the FEMA Hazard Mitigation Grant Program (HMGP). The HMGP grant has been secured to fund through the 90% design set (referred to as FEMA Phase I). A second phase (referred to as FEMA Phase II) of the grant will fund finalized permits, bid sets, and construction period services, as well as the construction itself.
- The Village will obtain from the prior engineering firm and make available to SDA, an fly aerial mapping and of the project area for SDA's survey subconsultant.
- The Village of Saranac Lake undertook an RFQ process and selected SDA to provide engineering design and construction phase services for the overall project. Based upon initial review of the information provided in the RFQ and preliminary discussion with Village staff, the Village would like SDA to help establish a final project priority and refine cost estimates so that the final scope can be defined before final design is initiated.

PROJECT APPROACH

Based upon our understanding of the project, for the Trunk Sewer Main and Swamp Line SDA will:

- Review the existing data and scope items to rank sewer main priorities and major design elements with Village municipal staff.
- Subcontract with MJ Engineering & Land Surveying ("MJ"), for preliminary survey for the project planning area.
- Subcontract with Arold Construction ("Arold") to provide close circuit television inspection of select sewer mains.
- SDA staff will provide 10% design alternatives and cost estimates.
- Attend monthly design meetings with the Village to review project status and deliverables.
- Provide final 10% design scope, narrative, plans, and cost estimates for furtherance of final design.
- Provide grant administration services for the entirety of the FEMA Phase I portion of the project.

SCOPE OF SERVICES

Preliminary Design (AKA 10% Design)

Under these tasks, SDA will complete preliminary design for the FEMA funded collection system portion of the Capital Project. As requested, the work will include the following:

Task 01: Sewer Main CCTV

Assessing the current condition of the subject sewer mains is of utmost importance to the preliminary design evaluation and alternatives/cost estimate analysis. SDA will subcontract the CCTV inspection to Arold Construction Company, Inc (Arold). The total length of CCTV inspection (and associated cleaning) is

approximately 4,300 linear feet of 12” to 24” sanitary sewer pipe. Arold has estimated 6, 8-hour, days to complete the CCTV inspection (including videos and reports). Arold has estimated a per day of \$4,150 per day or a total estimate of \$24,900. During CCTV activities SDA will be on-site periodically to document manhole conditions. Attached find Arold’s proposal that also lists the exclusions, inclusions, and special notes. Arold’s proposal notes the following items that the Village would perform/provide:

- Permit fees (if required)
- Maintenance and protection of traffic.
- Bypass pumping (if required)
- Nearby hydrant or water tanker.
- Reasonable access to work areas.

Task 02: Existing Sanitary Utility, Topographic and Boundary Survey

Also of utmost importance is the utility, topographic, and boundary survey as the Trunk Sewer Main and Swamp Line are located in exceptionally difficult areas. The design evaluation and cost estimate will need the benefit of a utility (existing sanitary utility), topographic, and boundary survey. SDA will subcontract the preparation of the survey to MJ Engineering and Land Surveying, P.C. (MJ).

The survey will include the following:

- Locations and elevations of the existing sanitary manholes and inverts for the Trunk Sewer Main and Swamp Line. The estimate assumes a maximum of 50 structures and that Village staff will be available to assist with locating/opening structures and Village staff performing traffic control. The fee estimate assumes completion of the field survey prior to accumulation of ice and snow.
- Please note that this utility survey is just for the existing sanitary sewer system and does not include survey of other existing utilities and features. This approach is recommended because the proposed sanitary sewer route (and recommended construction type, i.e. open-cut or slip line) are not known at this time. To save project costs, the survey area will be limited at this time to avoid surveying a larger area that may not be part of the project. SDA will attempt to find all recording mapping in the subject area to support the 10% design. Once the route and construction type is determined, additional survey services will be required, and will be part of a future proposal.
- Topographic mapping edits of obscured areas from the existing topographic survey. Please note, the fee estimate assumes that the existing mapping is design grade, in AutoCAD format, and that a DTM has already been prepared. The fee is subject to change following receipt and review of existing mapping and DTM files.
- Preliminary boundary survey of the Trunk Sewer Main and Swamp line. The fee estimate assumes completion of minimal record research and limited field survey of boundary monumentation. The fee estimate assumes completion of the field survey prior to accumulation of ice and snow. Please note that this preliminary boundary survey. This approach is recommended because the proposed sanitary sewer route (and recommended construction type, i.e. open-cut or slip line) are not known currently. Once the route and construction type is determined, additional boundary survey services will be required.

Task 03: Design Evaluation / Internal Report / Alternatives & Cost Estimate / Design Scope Ranking



Under this task, SDA will complete preliminary design for the FEMA funded collection system. The work will include the following:

- Completion of 10% design evaluation and internal report or memo
- Completion of 10% design alternatives and cost estimates
- Completion of 10% design scope ranking and definition
- 10% design will be depicted on preliminary plan and profile sheets for each respective main

Task 04: Grant Administration

Under this task, SDA will provide grant administration services throughout FEMA Phase I. The grant approval letter outlined the following reporting requirements for: performance reports (Section 9 of Grant Award letter), financial reports (Section 10 of Grant Award letter), and closeout (Section 11 of the Grant Award letter). SDA will prepare the reports and submit to the Village for final review and submission.

Per Section 8 of the Grant Award Letter, quarterly performance and financial reports will be due on or around January 30, 2025, April 30, 2025, July 30, 2025, October 30, 2025, and January 30, 2026.

Task 05: Project Management / Sewer Committee & Board Meetings

Under this task, SDA staff will attend approximately 14 sewer committee meetings and 14 Village board meetings in order to coordinate with the Village and keep the Village informed of project milestones and current activities for the entire FEMA Phase I for the duration of FEMA Phase I (February 2026). Also included in this task is project management services for the technical design items for the duration of FEMA Phase I (February 2026).

ASSUMPTIONS/LIMITATIONS

The following are excluded from this proposal:

- The project engineering report as prepared by AES Northeast is currently under review by the New York State Environmental Facilities Corporation. Response to comments is not included in the current proposal but can be added as an additional service.
- The Village will make available all existing documentation, including existing design plans, technical specifications and flow/loading data.
- An aerial fly and mapping were conducted by AES Northeast and the file will be made available for use in completing project survey. Survey under this phase is limited to that necessary to complete the 10% design. Additional survey work will be required at a later date.
- Sewer main inspections, including cleaning, etc. are provided on a daily rate basis. Six (6) days of work has been estimated. If additional days are required, they will be charged at the daily rate.
- Maintenance and Protection of Traffic (M&PT) and bypass pumping will be provided by the Village for all survey work and sewer main inspections. Any permit fees will be paid by the Village.
- SDA has been retained for final design, bidding, construction administration, and project representative services. The full scope, fee and schedule of these services is to be defined at a later date and will be subject to a separate proposal.



- SDA has been retained for preliminary design, final design, bidding, construction administration, and project representative services for the WPCP and non-FEMA funded collection system portions of the project. A proposal for same has been provided under separate cover(s).

PROFESSIONAL SERVICES FEE AND COMPENSATION

SDA will perform the above-listed professional services in accordance with the fees and schedule depicted in the Professional Services Fee Schedule. Lump sum tasks will be billed monthly commensurate with work completed to date. Time and material tasks will be completed on a time and materials basis which will be billed in accordance with our discounted rate schedule in effect at the time of service. The budgets for Time and Materials tasks are estimates only, SDA will attempt to complete the tasks within the subject budgets, but an additional budget may be required to complete the noted services. SDA will not exceed any budget without prior authorization from you.

Any direct expenses we incur (mileage, overnight mailings, document reproduction, etc.) will be billed under Task RE00.

Please note that the level of effort and therefore the amount of fee needed for each individual task is currently unknown, as such SDA reserves the right to use any available task budget to advance the services requested under this proposal.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to Suozzo, Doty & Associates Professional Engineering, PLLC within 30 calendar days of the date of invoice. A 1.5% finance charge will be applied to any invoice unpaid within 30 days. Checks shall be forwarded to Suozzo, Doty & Associates Professional Engineering, PLLC, 4607 Lake Shore Drive, P.O. Box 653, Bolton Landing, NY 12814.

PROFESSIONAL SERVICES FEE SCHEDULE

Task	Lump Sum	T&M Estimate¹	Subconsultant Fee Estimate²	Schedule³
Task 01 Sewer Main CCTV (Arold)	\$2,800	---	(Arold) - \$28,635	Start: 2 weeks from authorization. End: 5 weeks
Task 02 Existing Sanitary Utility, Topographic and Boundary Survey (MJ)	\$1,200	---	(MJ) - \$40,250	Start: 2 Weeks from Authorization. End: 6-8 weeks
Task 03 Design Evaluation / Internal Report / Alternatives & Cost Estimate / Design Scope Ranking (SDA)	\$164,900	---	---	Start: Upon Authorization End: March 2025
Task 04 Grant Administration (SDA)	\$20,000	---	---	Start: Upon Authorization. End: FEMA Phase 1 (2/1/26)
Task 05 Project Management / Sewer Committee & Board Meetings (SDA)	\$43,000	---	---	Start: Upon Authorization. End: FEMA Phase 1 (2/1/26)
Task RE00 – Reimbursables (SDA)	---	\$1,500	---	Start: Upon Authorization. End: FEMA Phase 1 (2/1/26)
Subtotal	\$220,900	\$1,500	\$68,885	
Total	\$302,285			

¹Time and Materials tasks are estimates only, SDA will attempt to complete the tasks within the subject budgets, but an additional budget may be required to complete the noted services. SDA will not exceed any budget without prior authorization from you.

²Subconsultant fees include 15% markup for SDA’s administrative efforts. The subconsultant fees will be billed on time and materials basis.

³Schedule begin and completion dates are estimates only and begin upon authorization. SDA will make its best attempt to begin and complete tasks in accordance with the periods depicted above, but certain items that affect the schedule may be out of SDA’s control (e.g. agency approvals, client availability, record document availability, etc.)

ATTACHMENTS

- Endorsement Page and Standard Terms and Conditions
- NYSEFC Non-Construction Mandatory State Revolving Fund Terms and Conditions
- State of New York Contract for Grants (Number C001071, signed 10/24/24)
- Arold Construction Proposal

CLOSING AND AGREEMENT

We thank you for this opportunity to work with the Village on this important project! If you find this proposal acceptable, please execute where indicated on the following page. If you have any questions or if you need additional information, please feel free to contact us directly at 518-240-6293. Thank you!



Sincerely,

A handwritten signature in black ink, appearing to read "Greg Swart".

Gregory Swart, PE, Project Manager

A handwritten signature in black ink, appearing to read "Richard Adams".

Richard Adams, PE, Collection Lead Engineer

cc: File

ATTACHMENTS

ENDORSEMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated below.

**Engineer: Suozzo, Doty & Associates
Professional Engineering
PLLC, (SDA)**

Client: Village of Saranac Lake

By: _____

By: _____

Print name: Kathleen A. Suozzo

Print name: _Bachana Tsiklauri_

Title: Managing Principal

Title: ___ Village Manager ___

Date Signed: _____

Date Signed: _____

Address for SDA's receipt of notices:

Address for Client's receipt of notices:

P.O. Box 653, 4607 Lake Shore Drive

39 Main Street, Suite 9

Bolton Landing, NY 12814

Saranac Lake, NY 12983

Email for SDA's receipt of notices:

Email for Client's receipt of notices:

ksuozzo@sdapllc.com

FEMA Funded Collection System Upgrades

PART IV ENGINEER STANDARD TERMS AND CONDITIONS

- 1) STANDARD OF CARE Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Engineer cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code.
- 2) TECHNICAL ACCURACY Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished information.
- 3) CONSULTANTS Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client. Subject to the standard of care set forth in above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 4) COMPLIANCE WITH LAWS, REGULATIONS, POLICIES, AND PROCEDURES Engineer and Client shall comply with applicable Laws and Regulations. Engineer shall comply with any and all policies, procedures, and instructions of Client that are applicable to Engineer's performance of services under this Agreement and that Client provides to Engineer in writing, subject to the standard of care set forth above, and to the extent compliance is not inconsistent with professional practice requirements.

This Agreement is based on Laws and Regulations and Client-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Client's responsibilities or to Engineer's scope of services, times of performance, or compensation: (1) changes after the Effective Date to Laws and Regulations; (2) the receipt by Engineer after the Effective Date of Client-provided written policies and procedures; (3) changes after the Effective Date to Client-provided written policies or procedures.

Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Client agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements. Engineer's services do not include providing legal advice or representation.

- 5) CHANGE OF SCOPE The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.
- 6) SAFETY Engineer has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Engineer specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Engineer employees.

While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Client's safety programs of which Engineer has been informed in writing.

- 7) DELAYS If events beyond the control of Client or Engineer, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Engineer shall be entitled to an equitable adjustment in compensation.
- 8) TERMINATION/SUSPENSION Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay Engineer for all Services, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

- 9) OPINIONS OF CONSTRUCTION COSTS Any opinion of construction costs prepared by Engineer is supplied for the general guidance of the Client only. Since Engineer has no control over competitive bidding or market conditions, Engineer cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- 10) RELATIONSHIP WITH CONTRACTORS Engineer shall serve as Client's professional representative for the Services and may make recommendations to Client concerning actions relating to Client's other subcontractors, but Engineer specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client.

Engineer shall not at any time supervise, direct, control, or have authority over any of the Client's subcontractors work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor for the Project, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Client, Client's subcontractor, and/or Owner's Contractor.

Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

- 11) CONSTRUCTION REVIEW For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Engineer harmless from any claims resulting from performance of construction-related services by persons other than Engineer.

Engineer shall not be responsible for any decision made regarding the

FEMA Funded Collection System Upgrades

Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- 12) **INSURANCE** Engineer will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Engineer's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For all projects the Client agrees to make the Engineer as an additional insured on its policies related to the project. For projects involving construction, Client agrees to require the Owner's construction contractor, if any, to include Engineer as an additional insured on its policies relating to the Project. Engineer's coverages referenced above shall, in such case, be excess over Client's or Owner's Contractor's primary coverage.
- 13) **HAZARDOUS MATERIALS** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Engineer and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall make provisions for, or have existing agreements with Owner to execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Engineer to execute such documents as Client's agent. Client waives any claim against Engineer and agrees to defend, indemnify, and save Engineer harmless from any claim or liability for injury or loss arising from Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials.
- 14) **INDEMNITIES** To the fullest extent permitted by law, Client and Engineer each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Engineer, they shall be borne by each party in proportion to its negligence.
- 15) **LIMITATIONS OF LIABILITY** No employee or agent of Engineer shall have individual liability to Client, Owner, or Project Contractor. Client agrees that, to the fullest extent permitted by law, Engineer's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Engineer's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by ENGINEER under this Agreement, or be limited in the aggregate to the amount of Engineer's insurance or if Client desires a limit of liability greater than that provided above, Client and Engineer shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to Engineer for assumption of such additional risk.
- IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.
- 16) **ACCESS** Client shall provide Engineer safe access to any premises necessary for Engineer to provide the Services.
- 17) **REUSE OF PROJECT DELIVERABLES** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Engineer for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the Engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, Engineer shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this 30-day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.
- All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- 18) **RECORDS RETENTION** Engineer shall maintain on file in legible form, for a period of three years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Client's request, Engineer shall provide a copy of any such item to Client at cost.
- 19) **PROPRIETARY INFORMATION** Information relating to the Project, unless in the public domain, shall be kept confidential by Client and Engineer and shall not be made available to third parties without written consent of the other party.
- 20) **INDEPENDENT CONTRACTOR** Engineer is an independent Contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. Nothing contained in this Agreement will create any contractual relationship between The Owner and Engineer.
- 21) **AMENDMENT** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 22) **ASSIGNMENT** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
- 23) **STATUTE OF LIMITATIONS** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.
- 24) **DISPUTE RESOLUTION** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.



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- 25) NO WAIVER No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
- 26) NO THIRD-PARTY BENEFICIARY Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.
- 27) SEVERABILITY The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- 28) AUTHORITY The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- 29) CONTROLLING LAW This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- 30) NOTICES Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. Email notices shall be sent to the addresses listed on the signature page of the agreement.
- 31) SURVIVAL All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 32) ACCRUAL OF CLAIMS To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- 33) ENTIRE AGREEMENT, ATTACHMENTS, AND WRITTEN AMENDMENTS This Agreement, including the Attachments hereto and all Change Orders, contain the entire agreement among the parties with respect to the subject matter hereof; all representations, promises and prior or contemporaneous understandings among the parties with respect to the subject matter hereof are merged into and expressed in this instrument and such documents; and any and all prior agreements among the parties with respect to the subject matter hereof are hereby terminated and canceled. This Agreement may be amended only by an instrument in writing duly signed by or on behalf of the parties hereto.
- 34) COMPENSATION Engineer will prepare and submit invoices to the Client on a monthly basis. Client shall make payment to the Engineer within 30 calendar days of the date of the invoice.
- 35) ADDITIONAL SERVICES Additional services can be provided if deemed necessary and approved by the Client. Compensation for additional services can be negotiated as needed. Additional work will be approved by the Client prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

**NYSEFC NON-CONSTRUCTION MANDATORY STATE REVOLVING
FUND TERMS AND CONDITIONS**



Mandatory State Revolving Fund Terms and Conditions

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

Identify Contract Type prior to Advertisement for Bid:

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

 - Non-Construction**
-

Effective October 1, 2023

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

Contents

INTRODUCTION.....	4
REQUIRED CONTRACT LANGUAGE	4
COMMONLY USED TERMS	4
SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS	5
SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS	5
I. General Provisions.....	5
II. Equal Employment Opportunities (EEO)	6
III. Business Participation Opportunities for MWBEs.....	7
A. Contract Goals	7
B. MWBE Utilization Plan	8
C. Request for Waiver	8
D. Monthly MWBE Contractor Compliance Report (“Monthly MWBE Report”)	8
E. Liquidated Damages - MWBE Participation.....	9
SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES.....	9
SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT	10
SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS.....	10
SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT	16
SECTION 7 RESTRICTIONS ON LOBBYING	16
SECTION 8 CONSTRUCTION SIGNS.....	16
ATTACHMENTS (Required Forms).....	17
Attachment 1 – EFC MWBE Utilization Plan.....	18
Attachment 2 – AIS Contractor’s Certification.....	19
Attachment 3 – Lobbying Certification	20

INTRODUCTION

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

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

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

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

Contract means an agreement between a Recipient and a Contractor.

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

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

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

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

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

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

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

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

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

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

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

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

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

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

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

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

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

I. General Provisions

- A. Contractors and Subcontractors are required to comply with the following provisions:
 1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State Contracts meeting Article 15-A thresholds.
 2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 (“Title VI”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
 3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A (“Title VII”) for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
 4. 41 CFR Part 60-4 (“Federal Affirmative Action Regulations”) for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
 5. Section 504 of the Rehabilitation Act of 1973 (“Section 504”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
 6. The Age Discrimination Act of 1975 (“Age Discrimination Act”) for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%**. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

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

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

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

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

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

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

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

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

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

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp> .
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

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

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

The Contractor hereby represents and warrants that:

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

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

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

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

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor’s website, <https://beta.sam.gov/> .

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - 2. The classification is utilized in the area by the construction industry; and,
 - 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

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

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

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

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

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

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

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

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

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

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

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

SECTION 7 RESTRICTIONS ON LOBBYING

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

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

SECTION 8 CONSTRUCTION SIGNS

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

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

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan



Environmental Facilities Corporation

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

Instructions for Contractors & Service Providers:

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

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

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

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

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

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

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

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

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

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

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

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

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
SIGNATURE			
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. Name (Please Type):			Date:

Attachment 2 – AIS Contractor’s Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

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

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation

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

SRF Project No.: _____
Recipient: _____
Project Description: _____

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

**STATE OF NEW YORK CONTRACT FOR GRANTS (NUMBER
C001071, SIGNED 10/24/24)**

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7a Albany, NY 12242</p>	<p>BUSINESS UNIT/DEPT. ID: DHS01</p> <p>CONTRACT NUMBER: C001071</p> <p>CONTRACT TYPE (select one): <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME: Village of Saranac Lake</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods): <input type="checkbox"/> Amendment (list periods):</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003055 Federal Tax ID Number: 156-001376 Unique Entity Identifier (UEI): TJ3NYFR4G4P6</p>	<p>PROJECT NAME: HMGP#4480-0084 Village of Saranac Lake Wastewater Upgrade ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 97.039 (HMGP)</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 396 Main St. Saranac Lake NY, 12983-1789</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS: mayorwilliams@saranaclakeny.gov</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: <input type="checkbox"/> Sectarian Entity</p>

C001071

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 5/21/2024 To: 2/1/2026</p> <p>AMENDED TERM:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i></p> <p>CURRENT: \$ 782,335.58</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

Appendix A

Attachment A: A-1 Agency Specific Terms and Conditions
 A-2 Program Specific Terms and Conditions
 A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

Attachment B: 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

Other: **FEMA Approval letter dated 5/21/2024 and Conditions of Approval (COA), FEMA Record of Environmental Consideration (REC), Notary Page**

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

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 official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the 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 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.

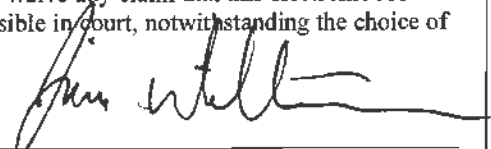
In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:
NYS Division of Homeland Security and
Emergency Services

By: _____
Printed Name

Title: _____

Date: _____

* CONTRACTOR: 

Village of Saranac Lake

By: Jimmy Williams
Printed Name

Title: Mayor

Date: 10/25/24

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) 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 operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work 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 and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2:Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

¹ For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the 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 Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the 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 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.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification 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 proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the 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 Contract shall attempt in good faith to reform the 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.

F. Interpretation: The headings in the 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 gender neutral. The 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.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. 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.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, 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 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 Contract.

I. 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 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 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 the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the 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.

K. 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 and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) 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-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the 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 Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event 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 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. Notification to the Contractor of the State’s intent to not renew the 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 Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the 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 Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

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

b) Cause: The State may terminate the 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 Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the 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 or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the 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 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: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

Where the 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 Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

4. 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 formal written notice outlining the specific details 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 Contract.

III. ADDITIONAL 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 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 Contract and/or any subcontract entered into under the 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 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 Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 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 Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the 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, 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. 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). 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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as 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. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- 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. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) 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.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the 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. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) 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 specified in the 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.
- e) 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 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 Contract:

- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- 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 Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

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 Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the 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 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.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement

may not be released without prior written approval from the State. For the purposes of this Agreement, “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.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written 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 State and 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 Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor’s performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; 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 Contract (but are not deliverable under the 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 III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. 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.

1. 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: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. 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 Contract.

J. 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

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 Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. 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.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will 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 this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless 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 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.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of **without the State’s** previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject **to the State Comptroller’s approval**, where the assignment is due to a reorganization, merger or consolidation of the **Contractor’s business** entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to **receive payments without the State’s prior written consent** unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. **Comptroller’s approval of** contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of **the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System.** Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

26. IRAN DIVESTMENT ACT. 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: <https://ogs.ny.gov/iran-divestment-act-2012>

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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-2

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
Program Specific Terms and Conditions

1. DEFINITIONS.

- a) DHSES refers to the New York State Division of Homeland Security and Emergency Services.
- b) FEMA refers to the Federal Emergency Management Agency.
- c) Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program: but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. The Subrecipient may also be referred to as the "Contractor," "Sub-Applicant," or "Sub-recipient" as defined in the **Contract for Grants**, the grant application which gave rise to this contract, or any other state or Federal laws, rules or regulations which govern this agreement.

2. NOTICE. Pursuant to Section I, paragraph G of the **Contract for Grants**, all notices shall be in writing and shall be addressed to:

- a) For the State:
Hazard Mitigation Program
4th Floor
1220 Washington Ave. Bldg.7A
Albany, NY 12226

- b) For the Subrecipient:
(See contract face page)

3. VENDOR RESPONSIBILITY (Required for all contracts that equal or exceed \$100,000).

- a) Pursuant to Section III, paragraph B, subparagraphs 2, 3 & 4 of the **Contract for Grants**, and in accordance with State Finance Law §163(9)(f) and Executive Order 192, prior to entering into an agreement with a contractor, Subrecipient must require each contractor to submit a Vendor Responsibility Questionnaire so that DHSES may determine whether the proposed contractor is a responsible vendor. If the Subrecipient's contractor enters into a contract with a subcontractor that equals or exceeds \$100,000, that subcontractor must also submit a Vendor Responsibility Questionnaire. DHSES reserves the right to request a Vendor Responsibility Questionnaire for any proposed contractor or subcontractor.
- b) Whenever a Subrecipient contractor or subcontractor is required to submit a Vendor Responsibility Questionnaire, said contractor or subcontractor must comply with Section III, paragraph K of the **Contract for Grants**.
- c) Subrecipient shall include the Vendor Responsibility provisions found in in Section III, paragraph K of the **Contract for Grants** in all contracts that equal or exceed \$100,000, and shall be responsible for contractor and subcontractor compliance.

4. FINAL PAYMENT.

- a) Project Grants- Final payment will not be made until all grant requirements have been met.
- b) Planning Grants- Final payment will not be made until the plan has been adopted by 50% or more of the participating local jurisdictions within the approved multi-jurisdictional planning area.

5. **NEW YORK STATE HAZARD MITIGATION PLANNING STANDARDS (Applicable to Planning Grants only).** Subrecipient must meet requirements as outlined in the New York State Hazard Mitigation Planning Standards as identified and scoped in your approved application (attached).

6. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Subrecipient 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>.

Subrecipient further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Subrecipient 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. Subrecipient 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 DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DHSES 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 DHSES 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 Subrecipient in default.

DHSES 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.

7. **ENERGY EFFICIENCY.** The Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. **PERSONALLY IDENTIFIABLE INFORMATION.** All Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly-available privacy policy that describes what PII they collect, how they use PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

9. **BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).** The Subrecipient shall comply with New York State bonding requirements, unless they have not been approved by FEMA, in which case the Subrecipient shall comply with the following minimum bonding requirements:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the Subrecipient for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Subrecipient’s obligations under such contract.
- c) A payment bond on the part of the Subrecipient for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Terms and Conditions for Federally Funded Grants

The following terms and conditions apply to any contract for which any portion of the funding is derived from a Hazard Mitigation Assistance grant made by the Federal Emergency Management Agency through DHSES. These terms and conditions are in addition to all grant specific terms and conditions specified in the Conditional Letter of Approval provided by FEMA which is attached to the Contract made a part thereof.

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Subrecipient shall comply with all laws and regulations applicable to the Hazard Mitigation Assistance funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **REQUIREMENT FOR SYSTEM OF AWARD MANAGEMENT.** Subrecipient shall maintain the currency of its information in the System of Award Management (SAM) until submission of the final financial report required under this award or receipt of the final payment, whichever is later, as required by 2 CFR Part 25 and Appendix II to Part 25.
4. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow DHSES to comply with the applicable regulations governing the FEMA-State Agreement. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants is listed below:
 - a) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - b) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, & other Non-Profit Organizations
 - c) 2 CFR Part 200 (OMB Circular A-87), Subpart E, Cost Principles
 - d) 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions
 - e) OMB Circular A-122, Cost Principles for Nonprofit Organizations
 - f) 2 CFR Part 200, Subpart F, Audit Requirements
 - g) OMB Circulars A-94 and A-133
5. **HAZARD MITIGATION ASSISTANCE REQUIREMENTS**
 - a) New York State Administrative Plan for the Hazard Mitigation Program
 - b) Sections 203 (PDM) and 404 (HMGP) of the Stafford Act (42 USC 5121 *et seq.*)
 - c) Sections 1323 (RFC), 1361A (SRL), 1366 (FMA) of the National Flood Insurance Act of 1968, as amended (42 USC 4001 *et seq.*)
 - d) Section 322 of the Stafford Act and 44 CFR Part 201 (Mitigation Planning)
 - e) Section 324 of the Stafford Act and 44 CFR Part 207 (Management Costs)
 - f) National Historic Preservation Act, as amended (54 U.S.C. § 300101 *et seq.*)
 - g) Section 106 of the National Historic Preservation act (16 U.S.C. § 470)

- h) EO 11593: Identification and protection of historic properties
 - i) Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 *et seq.*)
 - j) National Environmental Policy Act, as amended (42 U.S.C. § 4321 *et seq.*)
 - k) EO 11988: Floodplain Management and EO 11990: Protection of Wetlands (44 CFR Part 9)
 - l) National Environmental Policy and Environmental Considerations (44 CFR Part 10)
 - m) Floodplain Management (44 CFR Part 60)
 - n) Flood Mitigation Grants (44 CFR Part 79)
 - o) Property Acquisition and Relocation for Open Space (44 CFR Part 80)
 - p) Hazard Mitigation Grant Program (44 CFR Part 206, Subpart N)
 - q) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents
 - r) Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations
 - s) Other applicable Federal, State, Indian Tribal, and local laws, implementing regulations, and Executive Orders
6. **ADVANCE PAYMENTS.** DHSES, at its own discretion, may approve advance payments to the Subrecipient. Subrecipient agrees to expend the advance payments in accordance with the purposes set forth in Attachment C and consistent with Attachment B. Advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which requires the Sub-Recipient to promptly remit back to the federal government, through DHSES, any interest earned on these advanced funds. The Sub-Recipient may keep interest earned up to \$100 per federal fiscal year (local government) or \$250 per federal fiscal year (not-for-profit) for administrative expenses. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.
7. **USE OF GRANT FUNDS.** Any cost allowable to a particular Federal award provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or terms and conditions of the Federal awards or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations or the terms and conditions of the Federal awards.
8. **FEDERAL DEBT.** Subrecipient certifies that it is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments. (See OMB Circular A-129 and form SF-424B, item number 17).
9. **CONFLICTS OF INTEREST.** The Subrecipient shall notify DHSES as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the DHSES is able to assess such actual or potential conflict. The Subrecipient shall provide DHSES any additional information necessary for DHSES to fully assess and address such actual or potential conflict of interest.
10. **DEBARMENT AND SUSPENSION (Applicable to all contracts exceeding \$25,000).** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by DHSES. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to DHSES, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
11. **SUBCONTRACTING.** The Subrecipient represents to DHSES that all work shall be performed by personnel

001071

Contract C _____

Attachment A-3: Terms and Conditions for Federally Funded Grants

Rev. January 2024

experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. None of the goals, objectives or tasks, as set forth in Attachment C, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed. The Subrecipient must include the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These terms and conditions are found in Exhibit E, NYS Division of Homeland Security and Emergency Services Supplementary Conditions for Hazard Mitigation Assistance Contracts. A copy of which has been provided for reference with this contract.

The Subrecipient agrees that all subcontractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- a) Activities to be performed;
- b) Time schedule;
- c) Project policies;
- d) Other policies and procedures to be followed;
- e) Dollar limitation of the Contract;
- f) Attachment C, Attachment E, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- g) Applicable federal and/or State cost principles to be used in determining allowable costs;
- h) and Property Records or Equipment Inventory Reports

12. **AUDIT / ACCESS TO RECORDS.** The Subgrantee, DHSES, FEMA, the Comptroller General of the United States, New York State Office of State Comptroller, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.
13. **SINGLE AUDIT REQUIREMENTS.** For audits of fiscal years beginning on or after December 26, 2014, Subrecipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200. The Subrecipient must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year or communicate in writing to DHSES that Subrecipient is exempt from such requirement.
14. **MAINTENANCE/RETENTION OF RECORDS.** The Subrecipient shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.
15. **PROGRAM INCOME.** Program income earned by the Subrecipient during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists

001071

Contract C _____

Attachment A-3: Terms and Conditions for Federally Funded Grants

Rev. January 2024

of income earned by the Subrecipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. The Subrecipient agrees to report the receipt and expenditures of grant program income to DHSES. (2 CFR §200.307)

16. **ACCOUNTING FOR GRANT EXPENDITURES.** The Subrecipient agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations. Grant funds may be expended only for purposes and activities set forth in this Contract. If the Subrecipient receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of Expenditures must be cross-referenced to supporting source documents including, but not limited to: purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, time and attendance records, payroll journals, employee travel records, receipts and mileage logs, and cost allocation plans.
17. **ACKNOWLEDGEMENT AND USE OF SEALS, LOGOS, CRESTS, & LIKENESSES.** Subrecipient must acknowledge its use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds. Additionally, Subrecipient must obtain approval prior to using the DHS, FEMA, and/or NYS DHSES seal(s), logos, crests or likenesses of DHS, FEMA, and/or DHSES agency officials.
18. **USE OF HOTEL OR MOTELS (If applicable).** Pursuant to § 6 of the Hotel and Motel Fire Safety Act of 1990 (15 U.S.C. §2225a), Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2225).
19. **FLOOD INSURANCE REQUIREMENT (If the total cost of construction or acquisition exceeds \$10,000).** If the Subrecipient engages in construction or acquisition in a special flood hazard area, it must purchase flood insurance in compliance with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234).
20. **UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION (Applicable to the purchase of ALL interests in real property acquired for project purposes).** Subrecipient must comply with Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) and Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
21. **US EXECUTIVE ORDER 13224.** Subrecipient, its contractors and subcontractors, must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
22. **LOBBYING (Applicable to contracts exceeding \$100,000).** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
 - a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

001071

Contract C _____

Attachment A-3: Terms and Conditions for Federally Funded Grants

Rev. January 2024

officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subgrantees shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

23. REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS.

(Applicable to contracts for BRIC and FMA Projects)

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers. When necessary, recipients may apply for, and the Federal Emergency Management Agency may grant, a waiver from these requirements. When the Federal Emergency Management Agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- a) applying the domestic content procurement preference would be inconsistent with the public interest;
- b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- c) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

001071

Contract C _____

Attachment A-3: Terms and Conditions for Federally Funded Grants

Rev. January 2024

INTELLECTUAL PROPERTY

24. **COPYRIGHT.** Any creative or literary work developed or commissioned by the Subrecipient with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.
- a) If DHSES shares its right to copyright such work with the Subrecipient, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Subrecipient, Contractor, or a subcontractor purchases ownership with grant support.
 - b) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Subrecipient, Contractor, or a subcontractor purchases ownership with such grant support.
 - c) The Subrecipient shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:
“This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.”
25. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and DHSES in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FEMA.

TERMINATION

26. **FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, DHSES shall thereupon have the right to terminate this Contract by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under this contract shall, at the option of the DHSES, become DHSES’s property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to DHSES for damages sustained by the DHSES by virtue of any breach of the Contract by the Subrecipient, and DHSES may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due DHSES from the Subrecipient is determined.

27. **FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** DHSES may terminate this Contract at any time by giving at least ten (10) days’ notice in writing to the Subrecipient. If the Contract is terminated by DHSES as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.

001071

Contract C _____

Attachment A-3: Terms and Conditions for Federally Funded Grants

Rev. January 2024

CIVIL RIGHTS AND DIVERSITY PROVISIONS

28. **SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Subrecipient will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subgrantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- The Subrecipient will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:
- a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
 - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and
 - e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
29. **TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.
30. **SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from FEMA.
31. **NONDISCRIMINATION.** The Subrecipient shall comply with other federal and state statutory, regulatory and constitutional non-discrimination provisions. During the performance of this contract, the Subrecipient agrees as follows:
- a) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

001071

Contract C _____

Attachment A-3: Terms and Conditions for Federally Funded Grants

Rev. January 2024

including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- d) The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subgrantee shall include the following Specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration,

001071

Contract C _____

Attachment A-3: Terms and Conditions for Federally Funded Grants

Rev. January 2024

conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d) "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Subrecipient or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the Subrecipient is participating (pursuant to 41 CFR § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Subrecipients must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Subrecipient, contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Subrecipient's, contractor's, or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Subrecipient shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Subrecipient should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being

001071

performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Subrecipient is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Subrecipient shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
 - d) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by

publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 - i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
 - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Subrecipient's EEO policies and affirmative action obligations.
8. Subrecipients are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure

001071

11

that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. Goals for minorities and women have been established. The Subrecipient, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Subrecipient may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Subrecipient has achieved its goals for women generally, the Subrecipient may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Subrecipient shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Subrecipient shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
12. The Subrecipient shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Subrecipient, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Subrecipient fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.
14. The Subrecipient shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents.

32. **CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000).** The Subrecipient certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subrecipient further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

33. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

a) The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;
6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
8. Activities sponsored by the Subrecipient including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

b) The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

c) In the event of the Subrecipient’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

001071

Contract C _____

Attachment A-3: Terms and Conditions for Federally Funded Grants

Rev. January 2024

- d) The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- e) The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- f) The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

LABOR PROVISIONS

- 34. **MINIMUM WAGE AND MAXIMUM HOURS (Applicable to contracts with institutions of higher education, hospitals, and non-profit organizations).** Subrecipient must comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201).
- 35. **HATCH ACT.** Subrecipient must comply with the Hatch Act (5 U.S.C. §§1501-1508 & 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal Funds.
- 36. **DRUG-FREE WORKPLACE.** Pursuant to 42 U.S.C. § 701 *et seq.*, adopted at 2 C.F.R. Part 3001, all Subrecipients receiving grants from a Federal agency must maintain a drug-free workplace.

ENVIRONMENTAL PROVISIONS

- 37. **SOLID WASTE DISPOSAL.** Pursuant to 2 CFR § 200.322, Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 38. **CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS (Applicable to ALL contract with a value exceeding \$150,000).** The Subrecipient and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:
 - a) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as

interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);

- b) Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 et seq.);
- c) Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) et seq., and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- d) Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 et seq.);
- e) Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 et seq.);
- f) Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);
- g) EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- h) Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 et seq.), and USDA regulations at 7 C.F.R. Part 658;
- i) FEMA criteria and environmental policy;
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- k) Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
- l) National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- m) Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- n) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.);
- o) Runway Clear Zone regulations (24 C.F.R. Part 51);
- p) Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, et seq.), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- q) Environmental Protection Agency (“EPA”) regulations at 40 C.F.R Part 50, as amended;
- r) All other applicable environmental laws that may exist now or in the future.

Further, Subrecipient shall abide by any conditions or requirements set forth in any environmental review performed by FEMA in furtherance of implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c 8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

39. **DHS Standard Terms and Conditions.** (See next page)

001071

Contract C _____

Attachment A-3: Terms and Conditions for Federally Funded Grants

Rev. January 2024

FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

FY 2024 DHS STANDARD TERMS AND CONDITIONS

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act,

FY 2024 DHS STANDARD TERMS AND CONDITIONS

Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section

FY 2024 DHS STANDARD TERMS AND CONDITIONS

6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXXV. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: **Fixed Term**

Contract Term: **5/21/2024 to 2/1/2026**

Contract Amount: **\$ 782,335.58**

Contract Period Information Details

For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	5/21/2024 to 2/1/2026	\$ 782,335.58			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
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					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

**ATTACHMENT B-3 – CAPITAL BASED BUDGET
SUMMARY**

PROJECT NAME: Saranac Lake (V) Wastewater Upgrade Phase I

CONTRACTOR SFS PAYEE NAME: Village of Saranac Lake

CONTRACT PERIOD: From: 05/21/2024

To: 02/01/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Scoping and Pre-Development	\$19817.10	\$2201.90	10		\$22019.00
2. Design	\$653067.76	\$72563.08	10		\$725630.84
3. Acquisition					\$0.00
4. Construction					\$0.00
5. Administration	\$70361.18	\$7817.91	10		\$78179.09
6. Working Capital/Reserves					\$0.00
7. Other	\$39089.54		0		\$39089.54
TOTAL	\$782335.58	\$82582.89		\$0.00	\$864918.47

**ATTACHMENT B-3 – CAPITAL BASED BUDGET
DETAIL**

SCOPING AND PRE DEVELOPMENT - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1. Land, Structures and Right-of-Way				\$22019.00
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$22019.00

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1. Project Inspection Fees				\$22019.00
2. Architecture and Engineering				\$703611.84
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$725630.84

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$0.00

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$0.00

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1. Administrative Expenses				\$78179.09
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$78179.09

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$0.00

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1. Management Costs				\$39089.54
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$39089.54

**ATTACHMENT C – WORK PLAN
SUMMARY**

PROJECT NAME: Saranac Lake (V) Wastewater Upgrade Phase I

CONTRACTOR SFS PAYEE NAME: Village of Saranac Lake

CONTRACT PERIOD: **From:** 05/21/2024

To: 02/01/2026

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

The project entails engineering studies of two sections existing wastewater utilities in the Village of Saranac Lake in order to make specific recommendations for proposed upgrades, which will be conducted in Phase II of the project. These sections are referred to as Basin I ("Swamp Line") and Basin IV ("Trunk Main"). The studies will be conducted to determine the best and safest methods of relocating and replacing vitrified clay tile lines under buildings, as well as filling and sealing those lines under structures that cannot be removed, relocating lines under parking areas and upsizing pipes between manholes in Basin I. Studies will also be conducted to determine the best materials to replace iron pipe lines, including pipe bursting methodology, relocating lines in the Woodruff Street area, and the installation of 16 new manholes to provide better access an service of the utility lines.

ATTACHMENT D PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, 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 and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. 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 Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the 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.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the 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.

9. All vouchers must be submitted by the Contractor 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.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this 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 and submit the claim to the State Agency.

11. The State shall not be liable for payments on the 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.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System (“CFR”). The CFR is a standardized electronic reporting method accepted by State agencies, 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. 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.

B. Advance Payments and Claiming Requirements:

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 for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. 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.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims 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.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Period :			
Claim Number	Claim Type	Claim Period	Due Date

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be 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.

- For non-performance based contracts, the Contractor’s costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. 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.
- 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.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. 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 generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the 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 Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, 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 the 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.

2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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.).

3. *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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).

4. *Consolidated Fiscal Report*: The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1:			
Progress Report	Report Type	Report Period	Due Date
Quarterly Progress Report	Narrative / Qualitative / Expenditure	Quarterly Report 1	January 15
Quarterly Progress Report	Narrative / Qualitative / Expenditure	Quarterly Report 2	April 15
Quarterly Progress Report	Narrative / Qualitative / Expenditure	Quarterly Report 3	July 15
Quarterly Progress Report	Narrative / Qualitative / Expenditure	Quarterly Report 4	October 15
Final Report	Final Report	45 days after the end of contract period	

E. Special Payment and Reporting Provisions

U.S. Department of Homeland Security
Federal Emergency Management Agency
FEMA Region 2
26 Federal Plaza
Suite 1307
New York, New York 10278



FEMA

May 21, 2024

Ms. Rayana Gonzales
Alternate Governor's Authorized Representative
New York State Division of Homeland Security and Emergency Services
1220 Washington Avenue
Building 7A, Suite 710
Albany, NY 12242

Attn: Alison Maura, State Hazard Mitigation Officer

Re: FEMA-4480-DR-NY
Hazard Mitigation Grant Program (HMGP)
HMGP Project: # 4480-0084
Village of Saranac Lake
Wastewater Upgrade – Approval Letter

Dear Ms. Gonzales:

The Federal Emergency Management Agency (FEMA) has completed review of the New York State Division of Homeland Security and Emergency Services (DHSES) request for funding of the Hazard Mitigation Grant Program (HMGP) project number 4480-0084 for the Village of Saranac Lake. DHSES as the grant recipient (hereinafter known as the Recipient) will administer this sub-grant to Saranac Lake (hereinafter known as the Sub-Recipient).

The approved Scope of Work (SOW), outlined in the application, replaces wastewater pipes and manhole covers in the Village of Saranac Lake, NY, servicing wastewater Basins I and IV. At Basin I, flowable fill will mitigate the future collapse 277 feet of 10-inch vitrified clay tile pipe, which under-lays multiple jeopardized buildings, retiring the pipe from service. The village will lay a replacement line for 423 feet of 12-inch (standard dimension ratio of 26) pipe, and place 11 new, precast, 4-foot diameter, manholes (5 of which will be new locations). At Basin IV, either 36-inch ductile iron or high-density polyethylene will substitute for an existing 568 feet of 24-inch cast iron pipe, and 4-foot diameter manholes will replace 16 older manholes.

Funding for Phase I has been made available in an amount not to exceed total project costs of \$825,828.93 with a Federal share of \$743,246.04 and the required non-Federal matching share of \$82,582.89. In addition, Sub-recipient management costs were requested and has been made available for an amount not to exceed at total cost of \$39,089.54 funded at a 100% Federal share for a total Federal share of \$782,335.58 obligated for this project. The necessary costs of requesting, obtaining, and administering federal disaster sub-grants will only be covered by an allowance as defined in 44 CFR Part 207. Approval is contingent upon the fulfillment of all conditions identified by FEMA (see the attached Conditions of Approval (COA)).

In order for FEMA to complete its technical feasibility, cost effectiveness and environmental historic preservation reviews and make a final project determination for HMGP funding, additional information is needed. The project review process is, therefore, being divided into two components, Phase I (Engineering) and Phase II (Permits and Construction). The Phase I approved SOW is to complete engineering design, conduct initial surveys, draft preliminary plans and finish noninvasive sampling, derive and document maximum ground disturbances. Further, provide an updated Benefit Cost Analysis with supporting documentation. This approval is contingent upon the fulfillment of all conditions identified by FEMA and itemized below. The following Phase I deliverables will be needed to assess technical feasibility and cost-effectiveness prior to Phase II approval.

- Complete engineering design.
- Conduct initial surveys.
- Finish noninvasive sampling, derive and document maximum ground disturbances.
- Updated Benefit Cost Analysis with supporting documentation.

Upon the timely completion of the Phase I deliverables, FEMA will consider Phase II for permits and construction funding, in the amount not to exceed the federal share of \$4,301,052.65 and a non-federal match of \$477,894.74. The maximum FEMA funding for both phases of this project is \$5,044,298.69 (90% of the total project cost) of \$5,604,776.32 and a total non-federal matching share of \$560,477.63, and \$211,500.99 for 100% of the Sub-recipient management costs for a total Federal share of \$5,255,799.68. The necessary costs of requesting, obtaining, and administering federal disaster sub-grants will only be covered by an allowance as defined in 2 C.F.R. Part 200

The Period of Performance (POP) deadline of February 1, 2026, has been established for this grant program. The POP is in accordance with Hazard Mitigation Assistance Guidance dated February 27, 2015, Part. VI. Award Administration Information, D.4 Program Period of Performance. DHSES will administer this sub-grant within the grant program POP.

Any change to the approved Scope of Work as identified within the application must be submitted to FEMA Region 2 for consideration and approval prior to implementation. This includes any potential extension of the sub-recipient project schedule as identified within the conditions of approval. Execution of any modification to the approved scope of work without prior FEMA Region 2's approval may jeopardize funding for the sub-grant project as a whole. In accordance with 2 CFR Part 200, the Recipient must ensure that Sub-recipients are aware of requirements imposed upon them by Federal Statute and regulations.

FEMA urges your office to meet with the Sub-recipient to review the project requirements as soon as possible. At this meeting, please discuss in detail the COA and project schedule including quarterly performance reporting and fiscal documentation requirements. FEMA is available to assist the Recipient and Sub-recipient in the implementation of this project.

Ms. Rayana Gonzales
May 21, 2024
Page 3 of 3

Should you have any questions or require additional information, please contact Sharon Edwards, Hazard Mitigation Assistance Branch Chief at (212) 680-3633 or by email at Sharon.Edwards@fema.dhs.gov.

Sincerely,

PATRICK
M TUOHY

Digitally signed by
PATRICK M TUOHY
Date: 2024.05.21
12:42:24 -04'00'

William McDonnell
Mitigation Division Director
FEMA Region 2

cc: Ms. Shannon Al-Jabi, Chief of Mitigation Programs

Attachment: Conditions of Approval (COA)
Record of Environmental Consideration

CONDITIONS OF APPROVAL

HMGP Project: 4480-0084

Saranac Lake

Village of Saranac Lake

FEMA Region 2 approval is contingent upon fulfillment of all the following conditions:

1. **Approved Scope of Work**

The approved Scope of Work (SOW) outlined in the application replaces wastewater pipes and manhole covers in the Village of Saranac Lake, NY, servicing wastewater Basins I and IV. At Basin I, flowable fill will mitigate the future collapse 277 feet of 10-inch vitrified clay tile pipe, which under-lays multiple jeopardized buildings, retiring the pipe from service. The village will lay a replacement line for 423 feet of 12-inch (standard dimension ratio of 26) pipe, and place 11 new, precast, 4-foot diameter, manholes (5 of which will be new locations). At Basin IV, either 36-inch ductile iron or high-density polyethylene will substitute for an existing 568 feet of 24-inch cast iron pipe, and 4-foot diameter manholes will replace 16 older manholes.

In order for FEMA to complete its technical feasibility, cost effectiveness and environmental historic preservation reviews and make a final project determination for HMGP funding, additional information is needed. The project review process is, therefore, being divided into two components, Phase I (Engineering) and Phase II (Permits and Construction). The Phase I approved SOW is to complete engineering design, conduct initial surveys, draft preliminary plans, finish noninvasive sampling, derive and document maximum ground disturbances, Further, provide an updated Benefit Cost Analysis with supporting documentation. This approval is contingent upon the fulfillment of all conditions identified by FEMA and itemized below. The following Phase I deliverables will be needed to assess technical feasibility and cost-effectiveness prior to Phase II approval.

- Complete engineering design.
- Conduct initial surveys.
- Finish noninvasive sampling, derive and document maximum ground disturbances.
- Updated Benefit Cost Analysis with supporting documentation.

2. **Scope of Work Changes**

In accordance with 2 CFR Section 200.308, pass-through entities (the program Recipient) must obtain prior approval from FEMA prior to implementation of any proposed SOW change. Requests must be made in writing and demonstrate the need for the SOW change. The request should also include a revised SOW, schedule, and budget. Any SOW changes are subject to all programmatic requirements, including EHP review requirements. All approvals will be at FEMA's discretion.

3. **Other Regulatory Requirements**

As part of our approval, the Sub-recipient is required to adhere to all applicable Federal regulations including the following: 2 CFR 200: Uniform administrative requirements, cost principles, and audit requirements for federal award.

CONDITIONS OF APPROVAL

HMGP Project: 4480-0084

Saranac Lake

Village of Saranac Lake

4. Environmental Review Project Conditions

Any change to the approved SOW will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. Subrecipients should be made aware that this document does not address all federal, state, and local requirements. Acceptance of federal funding requires Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may also jeopardize federal funding.

a) Archaeology

If during the course of work, archaeological artifacts (prehistoric or historic) or human remains are discovered, the Subrecipient shall stop work immediately in the vicinity of the discovery and notify FEMA Region 2 within twenty-four (24) hours. The Sub-recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. In addition, if unmarked graves are present, the Subrecipient shall notify the local law enforcement agency within twenty-four (24) hours of the discovery and FEMA Region 2 within seventy-two (72) hours. Work in the vicinity of any discovery will not resume until FEMA Region 2 has completed consultation with the State Historical Preservation Office, Tribal Nations, and other consulting parties as necessary.

b) Solid and Hazardous Waste

The Sub-recipient shall handle, manage, and dispose of all found solid and hazardous waste in accordance with requirements of local, state, and federal laws, regulations, and ordinances. The Subrecipient shall ensure that all debris is separated and disposed of in a manner consistent with New York State Department of Environmental Conservation (NYSDEC) guidelines at a permitted site or landfill.

c) Permitting

Prior to the commencement of work, the Sub-recipient is responsible for obtaining all Federal, State, and/or local permits that are required, including those that may be issued by the US Army Corps of Engineers, NYSDEC, and NYS Department of State. A copy of all permits and applicable documentation, e.g., permit applications, project plans, etc. must be submitted to DHSES, and subsequently to FEMA, to ensure compliance with the project's approved scope of work. Failure of the Subrecipient to obtain all required permits violates the conditions of this project approval and will jeopardize federal funding.

d) Record of Environmental Consideration

A copy of FEMA's Record of Environmental Consideration (REC) is included. The REC summarizes the results of the environmental review and outlines requirements of environmental and historic preservation compliance.

CONDITIONS OF APPROVAL

HMGP Project: 4480-0084

Saranac Lake

Village of Saranac Lake

As part of our approval, the Sub-recipient is required to adhere to all applicable Federal regulations including the following: 2 CFR 200: Uniform administrative requirements, cost principles, and audit requirement for federal award.

5. **Budget Changes**

Recipients and Sub-recipients are permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved budget. For more information on direct cost categories, please see 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments. Projects will require the prior written approval of FEMA as follows:

- Cost overrun and underruns can result from a scope, schedule or budget change.
- Recipients must notify FEMA prior to redirecting funds from an underrun to other approved sub-grants for which an overrun has been requested. The sub-grant must continue to programmatic eligibility requirements to include cost share.

6. **Project Completion Schedule**

The sub-grant project must be completed under the project schedule provided by the Sub-recipient within the project application, as finalized prior to project approval. The project completion date for this sub-grant award is February 1, 2026. Changes to this schedule would be considered a SOW change and therefore must be pre-approved by FEMA and the grant Recipient. Please note, the sub-grant project schedule is unique and separate from the grant Period of Performance (POP). The grant POP is the period during which the Recipient (DHSES) is expected to administer all HMGP activities under the declared disaster.

7. **Period of Performance Extensions**

In order for the sub-recipient to be considered for a period of performance extension, DHSES must submit a formal written request to the Regional Administrator no later than sixty (60) days prior to the expiration of the period of performance and must include a justification for the extension. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; and a description of performance measures necessary to complete the project within the requested extended period of performance.

Other information required with this request includes: a revised budget information form (regardless of whether or not there are changes to the budget); copies of any contracts entered by sub recipient with vendors; percentage of work completed, and a description of all work completed. Extensions may not be considered for projects that are a result of delays in project initiation and implementation.

CONDITIONS OF APPROVAL

HMGP Project: 4480-0084

Saranac Lake

Village of Saranac Lake

8. Reporting Requirements

Once funding has been obligated, in accordance with 44 C.F.R. 206.438 (d), the Governor's Authorized Representative is required to submit a claim to FEMA Region 2 for reimbursement of allowable costs prior to the drawing down of those funds. These submitted claims must also certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure complies with the provisions of the FEMA-State Agreement.

Recipients and Sub-recipients must maintain records of work and expenditures. Recipients submit quarterly financial and performance reports to FEMA on January 30, April 30, July 30, and October 30. The first quarterly reports are due 30 days of the end of the first federal quarter following the initial grant award. FEMA may waive the initial reports.

The Recipient shall submit quarterly financial status and performance reports thereafter until the grant ends. Failure to submit financial and performance reports to FEMA in a timely manner may result in an inability to access grant funds until proper reports are received by FEMA. Recipients are encouraged to contact FEMA should this occur.

9. Performance Reports

The Recipient shall submit a quarterly performance report for each grant award. Performance reports should include:

- Reporting period, date of report, and Recipient POC name and contact information.
- Project identification information, including FEMA project number (including disaster number and declaration date for the HMGP), Sub-recipient, and project type using standard NEMIS project type codes.
- Significant activities and developments that have occurred or have shown progress during the quarter, including a comparison of actual accomplishments to the work schedule objectives established in the grant.
- Percent of work completed and whether completion is on schedule, a discussion of any problems, delays, or adverse conditions that will impair the ability to meet the timelines stated in the grant, and anticipated completion date.
- Status of costs, including whether the costs are: (1) unchanged, (2) overrun, or (3) underrun. If there is a change in cost status, the report should include a narrative describing the change.
- A statement of whether a request to extend the grant POP is anticipated.

Requests for additional project time extensions would only be considered in instances where the sub-recipient has provided the Recipient with accurate quarterly status reports. FEMA may suspend drawdowns from SMARTLINK if quarterly reports are not submitted on time.

CONDITIONS OF APPROVAL

HMGP Project: 4480-0084

Saranac Lake

Village of Saranac Lake

10. Financial Reports

Recipients shall submit a quarterly Federal Financial Report (FFR). Obligations and expenditures must be reported on a quarterly basis through the FFR (SF-425), which is due to FEMA within 30 days of the end of each calendar quarter (e.g., for the quarter ending March 31, the FFR is due no later than April 30). A report must be submitted for every quarter of the POP, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent. The final FFR is due 90 days after the end of the POP.

The Office of Management and Budget (OMB) has directed that FFR (SF-425) replace the use of the SF-269, SF-269A, SF-272, and SF-272-A. The SF-425 is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements. FEMA may suspend drawdowns from SMARTLINK/PARS if quarterly reports are not submitted on time.

11. Closeout

As required by 44 CFR 206.438(d), the Recipient will submit a letter signed by the Governor's Representative or equivalent certifying that:

- The report costs were incurred in the performance of eligible work.
- The approved work was completed, and the mitigation measure follows the provisions of the FEMA-STATE Agreement.
- Each sub-grant has been completed in compliance with the approved SOW.
- Actual expenditures have been documented and are consistent with the SF-424A or SF-424C.
- All program income has been deducted from total project costs as specified in 2 CFR Part 200.80.
- All project work was performed in accordance with all required and applicable building codes as modified or protected by the approved project. (If applicable)
- For new or updated hazard mitigation plans, a final copy of the FEMA-approved and community-adopted plan has been submitted to FEMA. (If applicable)
- The activity is consistent with 44 CFR Part 201 and 206.
- The Sub-Recipient can claim management costs incurred up to whichever of the following occurs first:
 - 180 days after work is completed for the non-management cost HMGP project for the declaration. OR
 - 180 days after the latest performance period for the non-management cost HMGP project. OR
 - The recipient management cost award has been closed out.

When one of the conditions is triggered, the timeframe for the Sub-Recipient to submit their management cost claim begins.

Sub-Recipients must submit final reporting to the pass-through entity no later than 90 days after the

CONDITIONS OF APPROVAL

HMGP Project: 4480-0084

Saranac Lake

Village of Saranac Lake

end of the Period of Performance. To ensure that this requirement is met, the Recipient will ask the Sub-Recipient to submit final payment request within sufficient time after project completion to allow time to close the project. The Recipient must submit a final SF-425 and Performance Report no later than 120 days after the end date of the POP, per 2 CFR Sections 200.343 and 200.344.

17:17:09

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4480-0084-NY (1)

Title: Wastewater Upgrade

NEPA DETERMINATION

Non Compliant Flag: No **EA Draft Date:** **EA Final Date:**
EA Public Notice Date: **EA Fonsi** **Level:** CATEX
EIS Notice of Intent **EIS ROD Date:**

Comment Village of Saranac Lake (subapplicant), Saranac Lake Wastewater Upgrade - Two areas of concern in the Village of Saranac Lake, Basin I (Swamp Line) and Basin IV (Trunk Main), Saranac Lake, Franklin and Essex Counties, New York. The two areas are a part of the sewer system with aged piping that will need to be replaced. SOW: This is a Phase 1 project to fund surveying, preliminary plans, permitting and noninvasive sampling to inform the Saranac Lake Wastewater Upgrade Hazard Mitigation Measures project. Project implementation/construction phase will require additional EHP review before being awarded. - elanger - 01/08/2024 16:39:11 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

17:17:09

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4480-0084-NY (1)

Title: Wastewater Upgrade

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO 11988: The proposed project is for surveying, preliminary plans, permitting and noninvasive sampling only. There is no funding associated with construction activities; therefore, there will be no impacts to the floodplains. - elanger - 01/08/2024 16:42:08 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: The proposed project is for surveying, preliminary plans, permitting and noninvasive sampling only. There is no funding associated with construction activities; therefore, there will be no impacts to wetlands. - elanger - 01/08/2024 16:42:39 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	EO 12898: Minority or low-income populations were identified through program coordination and public involvement, state EJ community lists or maps, or EJSCREEN reports for the proposed project area. Review of the project scope of work revealed no adverse effects on these populations. Therefore, no additional review for potential EJ concerns is required. The maps, reports, and other information are saved to the project files. - elanger - 01/08/2024 16:43:09 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: The proposed project is for surveying, preliminary plans, permitting and non-invasive sampling only. There is no funding associated with construction activities; therefore, there will be no impacts to listed species and designated critical habitat. - elanger - 01/08/2024 16:40:27 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	

17:17:09

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4480-0084-NY (1)

Title: Wastewater Upgrade

Environmental Law/ Executive Order	Status	Description	Comment
Fish and Wildlife Coordination Act (FWCA)	Not Applicable	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded	NHPA: Phase 1 project activities comply with Stipulation I.A.8.g of FEMA's New York Statewide Programmatic Agreement executed on November 26, 2019. This determination was made by Gabrielle Perlman, who meets the requirements of applicable SOI qualified staff pursuant to Stipulation I.B.1.a of the Agreement. - gperlma1 - 01/08/2024 14:07:22 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

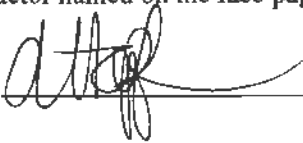
If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

STATE OF NEW YORK CONTRACT FOR GRANTS NOTARY PAGE

STATE OF NEW YORK

County of Franklin

On the 04th day of October, 2024, before me personally appeared James Williams, to me known, who being by me duly sworn, did depose and say that he/she resides at 39 Main St., that he/she is the Mayor of the Village of Saranac Lake, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract for Grants.

(Notary) 

Amanda Hopf
Notary Public State of New York
No. 81H06437061
Qualified in Franklin County
Commission Expires August 1, 2026

AROLD CONSTRUCTION PROPOSAL



PROPOSAL

For: Suozzo, Doty & Associates
Attn: Gregory Swart, PE
Billing Address: 4607 Lake Shore Drive, Bolton Landing, NY 12814
Phone: (518) 240-6293
Email: gswart@sdapllc.com
Date: 11/4/2024
Project: Sanitary Sewer Investigation Swamp & Trunk Mains
Location: Saranac Lake, NY
Arch/Engineer: Suozzo, Doty & Associates

Subject to prompt acceptance, within 30 days and to all conditions stipulated, we propose to furnish the following:

Provide vac truck and camera truck with operators to perform cleaning and CCTV inspection on approximately 4,300' of 12" to 24" sanitary sewer by the day.

Total Price:	\$4,150/Day
Est. # Days:	4 to 6

Exclusions

Bonds, permits, fees or taxes
Disposal of contaminated soils. (if encountered)
Maintenance & protection of vehicle, railroad & pedestrian traffic other than cones.
Bypass pumping. (If Required)

Inclusions

Videos & reports to be sent FTP site.
We are a WBE/DBE Certified Contractor

Special Notes

Owner to provide nearby hydrant or tanker water & water/soils dumpsite at no charge to Arold.
Owner shall notify Arold of any backcharges in advance and give Arold the opportunity to correct.
Owner shall provide reasonable access to work areas for trucks & equipment.
Arold will not be responsible for any restoration of surfaces due to equipment damage.
Pricing is based on an 8 hour day. Overtime will be at a rate of \$550 per hour.
Pricing is based on completion during the 2024 to 2025 construction season. Work delayed past 2025 will be subject to change.
Pricing is based on our standard insurance. Additional insurance (railroad, etc.) will be at an additional cost.
Pricing is based on payment within 30 days of invoicing.

Thank you for the opportunity to quote this project.

Regards,

Handwritten signature of Ryan M. Arold in blue ink.

Ryan Arold
Vice President

Accepted By: _____

Date: _____

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Rescue Squad Contract

Date: 11/25/2024

DEPT OF ORIGIN: Village Manager

Bill # _176-2024

DATE SUBMITTED: 11/15/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution authorizing the Village Manager to sign agreement with Volunteer Rescue Squad

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

**AGREEMENT BETWEEN THE VILLAGE OF SARANAC LAKE AND THE SARANAC
LAKE VOLUNTEER RESCUE SQUAD INC. FOR EMERGENCY MEDICAL AND
TRANSPORT AMBULANCE SERVICES 2025-2026**

6

This agreement, made as of the 1st day of November, 2024 between the **VILLAGE OF SARANAC LAKE** (hereinafter "**THE VILLAGE**"), an organized municipal **VILLAGE** within the State of New York and the **SARANAC LAKE VOLUNTEER RESCUE SQUAD INC.** (hereinafter "**RESCUE SQUAD**"), a not-for-profit corporation organized and existing under the laws of the State of New York, With its office and principal place of business in the Village of Saranac Lake, State of New York.

In consideration of the mutual promises recited herein and the other good and valuable consideration **THE VILLAGE** does hereby contract with the **RESCUE SQUAD** to furnish pre-hospital emergency medical care and to provide transport ambulance services of the sick and injured within the borders of said **VILLAGE** subject to the following provisions:

1. TERM

This **AGREEMENT** shall be effective for a period of one year, from June 1, 2025 until May 31, 2026.

2. CONSIDERATION

In consideration of the provisions outlined in this agreement and as per the 2024 to 2025 funding request submitted by the **RESCUE SQUAD** to **THE VILLAGE** on July 20, 2024 **THE VILLAGE** agrees to pay directly to the **RESCUE SQUAD** the sum of \$61,795. for provision of services. The payment of the property tax levy (the contractual amount of \$61,795.) shall be paid in a lump sum upon **THE VILLAGE'S** collection of sufficient tax receipts, but no later than the 1st of July 2025.

Failure to pay the contracted amount to the **RESCUE SQUAD** by July 1,2025 will be considered a breach of this agreement and will result in the **RESCUE SQUAD** terminating service to **THE VILLAGE**.

3. RESCUE SQUAD OBLIGATIONS

A. The **RESCUE SQUAD** will provide pre-hospital Basic Life Support (BLS) and Advanced Life Support (ALS) medical services to both residents and non-residents for medical emergencies occurring within **THE VILLAGE** and will transport to an appropriate hospital facility as necessary. **RESCUE SQUAD** will be solely responsible for supplying, maintaining, and equipping ambulances and for providing sufficient and properly trained personnel for the provision of such BLS and ALS medical care and ambulance service while complying with the lawful mandates of the State of New York Department of Health and the Mountain Lakes Regional EMS Council for the operation of such service.

B. The **RESCUE SQUAD WILL NOT PROVIDE** the services of vehicle extrication of entrapped patients during motor vehicle accidents, back country rescue or extraction of patients not in or near a building or near a roadway, water rescue, or ice water rescue. These services will be provided by fire department or other personnel. **THE VILLAGE** will have to contract separately and directly with these agencies to have these services provided to **THE VILLAGE**.

4. REVENUE RECOVERY

A. The **RESCUE SQUAD** as the transporting agency will bill patients, their insurers (including private insurers, Medicare, and Medicaid) and guarantors at the usual and customary rates as set by the **RESCUE SQUAD**. Bills for services will only be submitted to

patients transported to or from a health care or health related facility or as otherwise permitted by law. The expenses incurred for pursuing revenue recovery shall be borne by the **RESCUE SQUAD** and the **RESCUE SQUAD** may contract with a vendor(s) to supply revenue recovery services.

B. The **RESCUE SQUAD WILL NOT** seek to collect co-pays or deductibles from residents of **THE VILLAGE**; for 911 services. A portion of contractual payment to the **RESCUE SQUAD** from **THE VILLAGE** shall be used to reimburse the **RESCUE SQUAD** for the **RESCUE SQUAD'S** waiver of collection of insurance co-payments and deductibles from **THE VILLAGE'S** residents. The **RESCUE SQUAD** will seek payment of insurance co-payments and deductibles from non-residents of **THE VILLAGE** to whom services are provided.

5. OPERATING BUDGET OF RESCUE SQUAD

The proposed operating budget for the **RESCUE SQUADS** 2026 fiscal year will be submitted to **THE VILLAGE** for consideration of **THE VILLAGE** for its 2026 budgetary review September 1, 2025. The proposed budget shall identify and particularize detailed operating expenditures and shall identify revenue sources including the amount projected to be raised from insurance revenue recovery and the amount requested from **THE VILLAGE** to be raised by property taxes for the **RESCUE SQUAD** to be able to provide service to **THE VILLAGE** in 2026.

6. AUDIT AND FINANCIAL CONTROL.

RESCUE SQUAD recognizes that **THE VILLAGE** has a fiduciary responsibility to monitor the financial reporting and transactions associated with the provision of ambulance services, given that the contract for services is funded with tax dollars, and given the

requirements of the New York State Comptroller Office that impose oversight obligations on insurance revenue recovery programs.

A. On a quarterly basis, the **RESCUE SQUAD** will provide access to reports prepared by the **RESCUE SQUAD** or its billing vendor evidencing the number of calls generating bills, the amounts billed, revenue received, accounts deemed uncollectable, and such other non-privileged information as the parties may agree. Nothing herein shall require the **RESCUE SQUAD** to disclose patient's identity or other protected health information as governed by HIPPA or other governmental statute, rule, or regulation.

B. On an annual basis, the **RESCUE SQUAD** will have an audit of its financial statements performed by a certified public accountant and a copy of such audit including the management letter shall be made available to **THE VILLAGE**.

C. The annual **RESCUE SQUAD** budget shall specify the amount of revenue recovery funds for annual operations. Donations made to the **RESCUE SQUAD** shall not be considered revenue for purposes of this paragraph.

7. **VILLAGE DRIVERS**

THE VILLAGE will provide Emergency Apparatus Operators to the **RESCUE SQUAD** at all times, to be called upon by the **RESCUE SQUAD** to drive **RESCUE SQUAD** emergency vehicles in connection with the provision of emergency services hereunder. Such Operators will be available to the **RESCUE SQUAD** unless they are otherwise occupied on a previous emergency. The **RESCUE SQUAD** shall pay to **THE VILLAGE** for such Emergency Apparatus Operators a sum of \$267,624 for the contract period. An amount equal to \$22,302 a month. Payment shall be paid monthly on the first day (or first business day) of each month. The Duties of the Emergency Apparatus Operators will include the following:

- Safe operation of rescue vehicles;
- Assisting the EMT as provided per the drivers' Civil Service job description;
- Dispatching of 911 calls as per current agreement with Franklin County
- Dispatching of Transports
- Other related duties as provided per the drivers' Civil Service job description.

If the **RESCUE SQUAD** ceases to require the services of one or all of the Emergency Apparatus Operators called for above, the **RESCUE SQUAD** shall provide **THE VILLAGE** ninety-day (90) termination notice. Monthly payments from the **RESCUE SQUAD** to **THE VILLAGE** shall continue during the ninety-day (90) period.

If **THE VILLAGE** ceases to require the services of **THE RESCUE SQUAD**, **THE VILLAGE** shall provide the **RESCUE SQUAD** ninety-day (90) termination notice. Monthly payments from the **RESCUE SQUAD** to **THE VILLAGE** shall continue during the ninety-day (90) period.

8. INDEMNITY

To the fullest extent permitted by law, the **RESCUE SQUAD** will defend, indemnify, and hold harmless, **THE VILLAGE** in any claim for personal injuries, damages, or administrative enforcement arising out of the **RESCUE SQUADS'** operations, actions, or obligations under the agreement. To the fullest extent permitted by law, **THE VILLAGE** will indemnify and hold harmless the **RESCUE SQUAD** in any claim for personal injuries, damages, or administrative enforcement arising out of **THE VILLAGE'S** operations, actions, obligations under this **AGREEMENT**, including, but not limited to, the operation of vehicles owned by the **RESCUE SQUAD** by employees of **THE VILLAGE**.

8. INSURANCE

The **RESCUE SQUAD** shall procure and maintain general liability insurance including EMS practitioners' liability coverage with limits of liability no less than \$1 million dollars primary coverage per occurrence and \$5 million dollars excess/umbrella, and shall name **THE VILLAGE** as additional insured on a primary basis under such policy(ies) for any claims arising out of the operations', actions, or obligations of **RESCUE SQUAD** in providing services. The **RESCUE SQUAD** will provide commercial or business vehicle coverage on all vehicles with minimum limits of \$1 million dollars primary coverage, \$5 million dollars excess umbrella. The **RESCUE SQUAD** will provide certificates of insurance to **THE VILLAGE** evidencing the existence of the procured coverage's and the additional insurance endorsements required herein. **THE VILLAGE** shall also procure and maintain general liability insurance with limits of liability no less than \$1 million dollars primary coverage per occurrence and \$5 million dollars excess/umbrella, and shall name **RESCUE SQUAD** as additional insured on a primary basis under such policy(ies) for any claims arising out of the operations', actions, or obligations of **THE VILLAGE** in providing services under this Agreement.

9. SEVERABILITY

To the extent permitted by law, if any provision of this **AGREEMENT** is deemed by a Court of competent jurisdiction to be void or voidable, all other provisions shall remain enforceable and effective.

10. VENDOR STATUS

RESCUE SQUAD is a vendor to **THE VILLAGE**. **RESCUE SQUAD** is neither an agent nor a department of **THE VILLAGE**. Nothing herein should be deemed to infer that an employment or agency relationship exists between the parties.

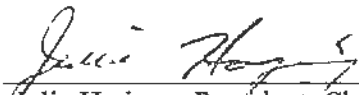
11. MODIFICATION

This AGREEMENT may be modified or cancelled upon the written consent of both parties.

12. GOVERING LAW AND VENUE

This AGREEMENT will be governed by New York law, and any action or proceeding arising out of or in connection with this Agreement will be venue in Supreme Court, Franklin County, New York.

SARANAC LAKE VOLUNTEER RESCUE SQUAD INC.


BY: Julie Harjung, President, Chief

VILLAGE OF SARANAC LAKE

BY: _____

LATE PAYMENT: The Rescue Squad shall impose a 3% late fee compounded monthly.

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Harrietstown Lease

Date: 11/25/2024

DEPT OF ORIGIN: Village Manager

Bill # 177-2024

DATE SUBMITTED: 11/15/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution authorizing the Village Manager to sign lease with Harrietstown for Office Space

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

LEASE FOR MUNICIPAL OFFICE SPACE

THIS LEASE, made the 1st day of November, 2024, between

THE TOWN OF HARRIETSTOWN, a municipal corporation of the State of New York with offices located in the Harrietstown Town Hall at 39 Main Street, Saranac Lake, New York 12983, Landlord (hereinafter referred to as the “Town”), and

THE VILLAGE OF SARANAC LAKE, INC., a municipal corporation of the State of New York with offices located at 39 Main Street, 2nd Floor, Saranac Lake, New York, 12983, Tenant (hereinafter referred to as the “Village”).

WITNESSETH:

WHEREAS, the Town is the owner of the Harrietstown Town Hall located at 39 Main Street, Saranac Lake, New York and desires to let and hereby does let to the Village, and the Village has agreed to take and hereby does take from the Town, certain rooms located on the second floor of the Town Hall; and

WHEREAS, General Municipal Law Section 72-h (a) authorizes the Town to lease its real property to the Village upon such terms and conditions as shall be approved by the Town Board, and the Town and Village desire to enter into this lease agreement pursuant to Section 72-h (a) so as to define their respective rights, duties and liabilities pertaining to the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1. DESCRIPTION OF PREMISES; PURPOSE

(a) The Town hereby leases to the Village the following rooms and areas on the second floor of the Harrietstown Town Hall, with the square footage indicated,

Room # 6:	480 square feet
Room # 7:	800 square feet
Room # 8:	480 square feet
Room # 9:	198 square feet
Room # 9 storage area	90 square feet
Room # 10:	70 square feet
Room # 11:	99 square feet
area adjacent to Room 11	68 square feet
Room # 12:	224 square feet
Room # 13:	144 square feet
Room # 14:	<u>208 square feet</u>
Total square feet:	2,861

(b) The Town warrants and represents that it has the legal right and authority to lease said premises under the terms and conditions herein set forth, and that this lease does not violate the terms and conditions of any other agreements to which the Town is a party.

(c) The Town leases the premises to the Village solely for the purpose of the Village operating and maintaining its municipal offices in the leased premises. The Village and its officers, representatives, agents and employees shall have the unrestricted use of the common areas of the Harriestown Town Hall that provide access to the leased premises, including the stairways leading to the second floor and the elevator.

SECTION 2. TERM

(a) The term of this lease shall be for FIVE (5) years, commencing on January 1, 2025 and ending on December 31, 2029. During said term, unless sooner terminated as hereinafter provided, the Village shall have and hold the premises, rights and privileges described in this lease. The Village shall have the right to immediate possession of the demised premises at the beginning of the term of this lease.

(b) The Town grants to the Village the option to renew this lease for an additional period of up to FIVE (5) years, to be exercised upon written notice to the Town at least 30 days prior to September 1, 2024. All terms and conditions of this lease shall not automatically renew, and

shall be subject to renegotiation, in the event the Village exercises its option to renew.

SECTION 3. RENT

(a) Subject to the adjustment set forth in subparagraph (b) below, the rent to be paid by the Village to the Town for the first year of this lease shall be as follows: 2,861 square feet at \$16.56 per square foot equals \$47,392.00 per year, or \$3,949.00 per month. Rent shall increase 2% per square foot and will be \$16.90 the per square foot which equals \$48,340.00 per year or \$4,028.00 per month. The third year per square will increase by 2% which amounts to \$17.23 amounting to \$49,307.00 per year or \$4,109.00 per month. Rent for the fourth year will increase 2% amounting \$17.58 per square foot or \$50,283.00 annually or \$4,191.00 per month. Rent for the fifth year of his lease shall increase by 2% to \$17.93 per square foot or \$51,299.00, or \$4,275.00 per month.

(b) The Village's monthly rent shall be reduced by \$400.00 per month for years 1, 2, 3, 4 and 5 as an adjustment in consideration of the Village's obligation to pay rent to the owner of the "Sears" parking lot.

(c) The following schedule shows the rent payments to be made by the Village to the Town, in advance on the 1st day of each month, during the term of this lease:

01/01/2025 to 12/31/2025: \$3,949.00 per month less \$400.00 per month adjustment =
\$3,549.00 per month.

01/01/2026 to 12/31/2026: \$4,028.00 per month less \$400.00 per month adjustment =
\$3,628.00 per month.

01/01/2027 to 12/31/2027: \$4,109.00 per month less \$400.00 per month adjustment =
\$3,709.00 per month.

01/01/2028 to 12/31/2028: \$4,191.00 per month less \$400.00 per month adjustment =
\$3,791.00 per month.

01/01/2029 to 12/31/29: \$4,275.00 per month less \$400.00 per month adjustment =
\$3,875.00 per month.

(d) If at any time during the term of this lease the Village ceases to pay the “Sears” parking lot rent, it shall immediately notify the Town of such event, and commencing with the following month’s rent shall pay to the Town the full amount of rent due without the parking lot rent adjustment.

(e) Such rent shall be inclusive of costs for water, electricity, sewer and heating charges. The Town shall supply heat during cold weather. The Town shall provide custodial services, to be performed during the normal office hours kept in the leased premises. The Town shall provide for the washing of windows, vacuuming of rugs and cleaning of floors, but shall not be responsible to clean desks or dust office furniture. The Town shall keep the common area bathrooms clean and presentable. The Village shall be solely responsible for the payment of the cost of its own telephone and internet service, and computer cable connections. The Village shall pay for any electrical upgrades made in the leased space.

SECTION 4. CONDITION OF PREMISES

The Village represents that it has inspected the leased premises and its common areas, and accepts the condition of the same “as is,” and fully assumes all risks incident to the use thereof.

SECTION 5. REPAIRS AND MAINTENANCE

(a) After the commencement of the term of this lease the Village shall be solely responsible for the cosmetic appearance of the leased premises, for painting and for such items as curtains, drapes, and the proper appearance of carpets.

(b) The Town shall be responsible for major structural, heating and electrical repairs. Major repairs shall not be defined to include electrical renovations or repairs, installation of electrical services or providing of telephone or internet connections or service. Nothing herein contained shall be construed to require the Town to make any renovations or repairs unless in the opinion of the Town Board such renovations or repairs are necessary and required.

SECTION 6. ALTERATIONS

(a) The Village shall not make any structural alterations, additions or renovations without the prior written consent of the Town, which consent shall not be unreasonably withheld. Any structural additions made to the leased premises or fixtures installed therein by the Village shall become the property of the Town and shall remain in the leased premises after the termination of this lease. The cost of any such alterations, renovations or additions shall be solely the responsibility of the Village. The Village shall obtain the prior written consent of the Town before undertaking, at its own expense, such renovations and installation of telephone or internet lines (including high-speed, fiber-optic cable internet), or installation of electrical lines, electrical services or outlets. Unless otherwise agreed in writing, any electrical service, telephone or internet additions shall remain in the premises following the termination of this lease. None of the existing electrical fixtures, lines or outlets shall be removed or altered without the prior written consent of the Town. The Village shall not remove the rugs and carpeting which it may install in the premises, without the prior written consent of the Town.

SECTION 7. QUIET ENJOYMENT

The Town represents that it has the full power and authority to enter into this lease and to grant the rights, licenses and privileges granted herein. The Town covenants that upon performance of the agreements on the part of the Village to be performed hereunder, the Village shall peaceably have and enjoy the premises, facilities, licenses and privileges granted herein.

SECTION 8. VILLAGE'S SIGNS AND FACILITIES

No signs, posters or similar devices shall be erected, displayed or maintained by the Village without the prior consent of the Town, which consent shall not be unreasonably withheld. The Village shall be allowed to install signage on the outside of the Town Hall building, and within the building, to properly provide directions to the Village offices, but the signs shall be of such sizes, and shall be installed at such locations, as the Town may approve and consent to in advance of their installation. The Village shall keep in good repair, and in a neat, clean, safe and presentable condition, its facilities used in the conduct of the leased premises.

SECTION 9. SUBLEASING AND ASSIGNMENT

Unless the prior written consent of the Town is obtained, the Village shall not assign this lease or sublet the leased premises or any part thereof or any rights or privileges pertinent thereto, or allow any persons other than the Village's officers, representatives, agents, employees or guests to use or occupy the premises.

SECTION 10. DUTY TO RETURN PREMISES

The Village agrees at its sole expense to maintain the leased premises in good repair and to surrender them at the expiration of the term of this lease, or any renewals thereof, in a condition fit for occupancy and use for the general purpose for which the premises are fitted, and

in as good condition as existed at the commencement of this lease, normal wear and tear excepted.

SECTION 11. CANCELLATION BY EITHER PARTY

(a) The Village may terminate this lease for any reason by giving written advance notice to the Town of at least ninety (90) days of its intention to do so.

(b) The Town may terminate this lease for any reason by giving written advance notice to the Village of at least ninety (90) days of its intention to do so.

SECTION 12. NOTICES

All notices, demands or other writings in this lease to be given or made, or which may be given or sent by either party to the other, shall be deemed to have been given, made or sent when made in writing and either hand-delivered or deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

To the Town: 39 Main Street, Saranac Lake, New York 12983

To the Village: 39 Main Street, 2nd Floor, Saranac Lake, New York 12983

SECTION 13. ENTRY ON PREMISES BY TOWN

The Town reserves the right to enter on the leased premises at reasonable times and upon reasonable advance notice to inspect them for required maintenance or repairs or to make additions, alterations or modifications, and the Village shall permit the Town's employees to do so.

SECTION 14. HOLD HARMLESS PROVISIONS

(a) To the fullest extent permitted by law, the Village as the tenant will indemnify and hold harmless the Town as the landlord and owner of the leased premises, and the Town's officers, representatives, agents and employees, from and against any and all claims, suits, liens,

judgments, damages, losses and expenses, including legal fees, court costs and liability (including statutory liability) arising in whole or in part, and in any manner, from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of the Village, or its officers, representatives, agents and employees, except those claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of the Town. This lease permits the Town as landlord and owner of the leased premises to pursue and assert claims against the Village as tenant for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

(b) The Town shall hold harmless and indemnify the Village for any property damage or personal injury caused by the acts or omissions of a Town officer, representative, agent or employee.

SECTION 15. VILLAGE’S OBLIGATION TO OBTAIN INSURANCE

The Village as the tenant shall secure and pay for, and keep in full force and effect during the term of this lease, public liability and property damage insurance on which the Town as landlord shall be named as an additional insured. Said insurance shall protect the Town against any and all liabilities for death, injury, loss or damage. Such policy or policies shall be for not less than the following amounts:

(a) COMPREHENSIVE PUBLIC LIABILITY: \$1,000,000.00 combined single limit.

(b) PROPERTY DAMAGE: \$1,000,000.00 each accident.

Said insurance shall be placed with a company authorized to do business in the State of New York, and a certificate evidencing such insurance shall be delivered to the Town at the beginning of each lease period.

SECTION 16. PARTIES BOUND

The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

SECTION 17. WAIVER

Failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This lease shall not be changed or terminated orally.

SECTION 18. CONSTRUCTION AND INVALID PROVISION

In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have executed this lease on the day and year first above written.

TOWN OF HARRIETSTOWN, by:

VILLAGE OF SARANAC LAKE, by:

Jordanna Mallach, Town Supervisor

Bachana Tsiklauri, Village Manager

Acknowledgments appear on following page)

STATE OF NEW YORK)
COUNTY OF FRANKLIN) SS:

On the _____ day of _____ in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared JORDANNA MALLACH, Town Supervisor of the Town of Harrietstown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF FRANKLIN) SS:

On the _____ day of _____ in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared BACHANA TSIKLARI, Village Manager of the Village of Saranac Lake, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DRAFT

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Accept Justice Assistance Grant Award

Date: 11/25/2024

DEPT OF ORIGIN: Village Manager

Bill # 178-2024

DATE SUBMITTED: 11/15/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to accept a Justice Assistance Grant for the SLPD

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

RESOLUTION TO ACCEPT A \$15,000 JUSTICE ASSISTANCE GRANT FOR SLPD

WHEREAS, the Village of Saranac Lake has been awarded a New York State Justice Assistance Grant, and,

WHEREAS, the main purpose of the funding in the amount of \$15,000 will be used to cover the cost of computer software for new PD cruiser, and,

WHEREAS, the Village accepts the terms of the grant;

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees accepts the Justice Assistance Grant grant award of \$15,000.



**Division of Criminal
Justice Services**

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Village of Saranac Lake / Saranac Lake Village Police Department	Date: 12/07/2023
Program Name: Byrne JAG	Award Amount: \$15,000 ¹
Signatory Name and Title: Darin Perrotte, Chief	Term Dates: TBD
Email: policechief@saranaclakeny.gov	Contract Number: T637849
Program Description: Funds will be used to allow this program to serve a target population or provide a type of service heretofore not served/provided and are in keeping with Byrne / JAG program guidelines.	
The following additional information is provided as required when grants are supported with federal funding:	
<u>Federal Award Identification Information</u>	
Award Name: New York State FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application	
Federal Award Number: 15PBJA-22-GG-00624-JAGX	
Name of the Federal Award Agency: Bureau of Justice Assistance (BJA)	
Federal Award Lapse Date: 9/30/2025	
Total Amount of Federal Award: \$9,231,239.00	
Federal Fiscal Year of Funds: FFY 22	
Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program	
Grant Questions	
Primary Contact Kathryn Wagner, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.457.2683 Email: kathryn.wagner@dcjs.ny.gov	Secondary Contact Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov

¹ This funding is provided by the Division of Criminal Justice Services (DCJS) with federal funds through the Bureau of Justice Assistance. Grantees receiving these funds will be subject to federal rules, regulations, and reporting requirements.

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used

Subject to certain specific prohibitions,¹ 34 U.S.C. § 10152(a)(1) provides that JAG award funds are to be—

use[d] to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice,^[2] including for any one or more of the following programs:

- (A) Law enforcement programs.
- (B) Prosecution and court programs.
- (C) Prevention and education programs.
- (D) Corrections and community corrections programs.
- (E) Drug treatment and enforcement programs.
- (F) Planning, evaluation, and technology improvement programs.
- (G) Crime victim and witness programs (other than compensation).
- (H) Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

¹ See, e.g., 34 U.S.C. § 10152(d):

Notwithstanding any other provision of [the Omnibus Crime Control and Safe Streets Act of 1968], no funds provided under [34 U.S.C. ch. 101, subch. V, pt. A] may be used, directly or indirectly, to provide any of the following matters:

- (1) Any security enhancements or any equipment to any nongovernmental entity that is not engaged in criminal justice or public safety.
- (2) Unless the Attorney General certifies that extraordinary and exigent circumstances exist that make the use of such funds to provide such matters essential to the maintenance of public safety and good order—
 - (A) vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters);
 - (B) luxury items;
 - (C) real estate;
 - (D) construction projects (other than penal or correctional institutions); or
 - (E) any similar matters.

² See 34 U.S.C. § 10251(a)(1), pursuant to which, as used in 34 U.S.C. ch. 101—

“criminal justice” means activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency[.]

JAG award funds *also* “may be used for any purpose for which a grant was authorized to be used under either or both of the programs specified in section 10151(b) of [title 34, U.S. Code],^{13]} as those programs were in effect immediately before January 5, 2006,” pursuant to 34 U.S.C. § 10152(a)(2).

As “in effect immediately before January 5, 2006,” 42 U.S.C. § 3751 authorized awards under the Edward Byrne Memorial State and Local Law Enforcement Assistance Programs—

(a) [for] the purpose of . . . carrying out specific programs which offer a high probability of improving the functioning of the criminal justice system, with special emphasis on a nationwide and multilevel drug control strategy by developing programs and projects to assist multijurisdictional and multi-State organizations in the drug control problem and to support national drug control priorities[;]

(b) . . . for the purpose of enforcing State and local laws that establish offenses similar to offenses established in the Controlled Substances Act (21 U.S.C. § 801 *et seq.*) and to improve the functioning of the criminal justice system with emphasis on violent crime and serious offenders[and] provide additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, and detention and rehabilitation of persons who violate these laws, and to assist the victims of such crimes (other than compensation), including—

- (1) demand-reduction education programs in which law enforcement officers participate;
- (2) multijurisdictional task force programs that integrate Federal, State, and local drug law enforcement agencies and prosecutors for the purpose of enhancing interagency coordination, intelligence, and facilitating multijurisdictional investigations;
- (3) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations and to remove any hazardous substance or pollutant or contaminant associated with the illegal manufacture of amphetamine or methamphetamine;
- (4) providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;
- (5) disrupting illicit commerce in stolen goods and property;
- (6) improving the investigation and prosecution of white-collar crime, organized crime, public corruption crimes, and fraud against the government with priority attention to cases involving drug-related official corruption;

³ The two “programs specified in section 10151(b)” of title 34, U.S. Code, are “the Edward Byrne Memorial State and Local Law Enforcement Assistance Programs, [and] the Local Government Law Enforcement Block Grants program.” 34 U.S.C. § 10251(b)(1).

(7)(A) improving the operational effectiveness of law enforcement through the use of crime analysis techniques, street sales enforcement, schoolyard violator programs, gang-related and low-income housing drug control programs; [and]

(B) developing and implementing antiterrorism plans for deep draft ports, international airports, and other important facilities;

(8) career criminal prosecution programs including the development of proposed model drug control legislation;

(9) financial investigative programs that target the identification of money laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information sharing systems;

(10) improving the operational effectiveness of the court process, by expanding prosecutorial, defender and judicial resources, and implementing court delay reduction programs;

(11) programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive supervision programs, and long-range corrections and sentencing strategies;

(12) providing prison industry projects designed to place inmates in a realistic working and training environment which will enable them to acquire marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

(13) providing programs which identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;

(14) developing and implementing programs which provide assistance to jurors and witnesses, and assistance (other than compensation) to victims of crimes;

(15)(A) developing programs to improve drug control technology, such as pretrial drug testing programs, programs which provide for the identification, assessment, referral to treatment, case management and monitoring of drug dependent offenders, enhancement of State and local forensic laboratories[;] and

(B) [developing programs to improve criminal justice information systems (including automated fingerprint identification systems) to assist law enforcement, prosecution, courts, and corrections organizations];

(16) innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;

(17) addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;

- (18) improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;
 - (19) drug control evaluation programs which the State and local units of government may utilize to evaluate programs and projects directed at State drug control activities;
 - (20) providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;
 - (21) programs of which the primary goal is to strengthen urban enforcement and prosecution efforts targeted at street drug sales;
 - (22) programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;
 - (23) programs that address the need for effective bindover systems for the prosecution of violent 16- and 17-year-old juveniles in courts with jurisdiction over adults for the crimes of—
 - (A) murder in the first degree;
 - (B) murder in the second degree;
 - (C) attempted murder;
 - (D) armed robbery when armed with a firearm;
 - (E) aggravated battery or assault when armed with a firearm;
 - (F) criminal sexual penetration when armed with a firearm; and
 - (G) drive-by shootings as described section 36 of title 18, United States Code;
 - (24) law enforcement and prevention programs relating to gangs, or to youth who are involved or at risk of involvement in gangs;
 - (25) developing or improving in a forensic laboratory a capability to analyze deoxyribonucleic acid (hereinafter in this title referred to as "DNA") for identification purposes;
 - (26) . . . develop[ing] and implement[ing] antiterrorism training programs and to procure equipment for use by local law enforcement authorities;
 - (27) enforcing child abuse and neglect laws, including laws protecting against child sexual abuse, and promoting programs designed to prevent child abuse and neglect;
 - (28) establishing or supporting cooperative programs between law enforcement and media organizations, to collect, record, retain, and disseminate information useful in the identification and apprehension of suspected criminal offenders[; and]
 - (29) improving the quality, timeliness, and credibility of forensic science services for criminal justice purposes[; and]
- (c) [for e]ach program funded under this section[,] an evaluation component, developed pursuant to guidelines established by the National Institute of Justice, in consultation with the Bureau of Justice Assistance. . . .

Additionally, further to 42 U.S.C. § 3753(a), as “in effect immediately before January 5, 2006,” awards under the Edward Byrne Memorial State and Local Law Enforcement Assistance Programs could be used to defray the costs of developing, implementing, and carrying out the following items, which were application requirements under those programs immediately before that date:

- (1) A statewide strategy for drug and violent crime control programs which improve the functioning of the criminal justice system, with an emphasis on drug trafficking, violent crime, and serious offenders[, which] strategy shall . . . contain—
 - (A) a definition and analysis of the drug and violent crime problem in the State, and an analysis of the problems in each of the counties and municipalities with major drug and violent crime problems;
 - (B) an assessment of the criminal justice resources being devoted to crime and drug control programs at the time of the application;
 - (C) coordination requirements;
 - (D) resource needs;
 - (E) the establishment of statewide priorities for crime and drug control activities and programs;
 - (F) an analysis of the relationship of the proposed State efforts to the national drug control strategy; and
 - (G) a plan for coordinating the programs to be funded under this part [42 U.S.C. §§ 3750 *et seq.*] with other federally funded programs, including State and local drug abuse education, treatment, and prevention programs[;]

* * *

- (6) following the first fiscal year covered by an application and for each fiscal year thereafter, a performance evaluation and assessment report concerning the activities carried out pursuant to this section[, to] be submitted to the Bureau[;]

- (7) . . . provision for fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records that the Bureau shall prescribe to assure fiscal control, proper management, and efficient disbursement of funds reviewed under this section[;]

- (8) . . . maint[enance of] such data and information and submit[ting] such reports in such form, at such times, and containing such data and information as the Bureau may reasonably require to administer other provisions of this subpart [42 U.S.C. §§ 3751 *et seq.*;]

(9) . . . meet[ing] all the requirements of this section, . . . appropriate[ly] coordinat[ing] with affected agencies, and . . . comply[ing] with all provisions of this subpart [42 U.S.C. §§ 3751 *et seq.*] and all other applicable Federal laws[;]

(10) . . . initiatives to reduce, through the enactment of innovative penalties or increasing law enforcement efforts, the demand for controlled substances by holding accountable those who unlawfully possess or use such substances[;]

(11) . . . a plan under which the State will provide without fee to the Immigration and Naturalization Service, within 30 days of the date of their conviction, notice of conviction of aliens who have been convicted of violating the criminal laws of the State and under which the State will provide the Service with the certified record of such a conviction within 30 days of the date of a request by the Service for such record[;]

(12) [i]f any part of funds received . . . is to be used to develop or improve a DNA analysis capability in a forensic laboratory—

(A) . . . satisfy[ing] or exceed[ing] then current standards for a quality assurance program for DNA analysis, issued by the Director of the Federal Bureau of Investigation under section 210303 of the DNA Identification Act of 1994 [42 U.S.C. § 14131];

(B) [providing that] DNA samples obtained by, and DNA analyses performed at, such laboratory will be accessible only—

(i) to criminal justice agencies for law enforcement identification purposes;

(ii) in judicial proceedings, if otherwise admissible pursuant to applicable statutes or rules;

(iii) for criminal defense purposes, to a defendant, who shall have access to samples and analyses performed in connection with the case in which such defendant is charged; or

(iv) if personally identifiable information is removed, for a population statistics database, for identification research and protocol development purposes, or for quality control purposes; and

(C) [providing that] such laboratory, and each analyst performing DNA analyses at such laboratory, will undergo semiannual external proficiency testing by a DNA proficiency testing program meeting the standards issued under section 210303 of the DNA Identification Act of 1994 [42 U.S.C. § 14131];

(13) [i]f any part of the amount received . . . is to be used to improve the quality, timeliness, and credibility of forensic science services for criminal justice purposes, [providing] that, as of the date of enactment

of this paragraph [enacted Dec. 21, 2000], the State, or unit of local government within the State, has an established—

(A) forensic science laboratory or forensic science laboratory system, that—

(i) employs 1 or more full-time scientists—

(I) whose principal duties are the examination of physical evidence for law enforcement agencies in criminal matters; and

(II) who provide testimony with respect to such physical evidence to the criminal justice system;

(ii) employs generally accepted practices and procedures, as established by appropriate accrediting organizations; and

(iii) is accredited by the Laboratory Accreditation Board of the American Society of Crime Laboratory Directors, the National Association of Medical Examiners, or any other nonprofit, professional organization that may be recognized within the forensic science community as competent to award such accreditation, or will use a portion of the grant amount to prepare and apply for such accreditation by not later than 2 years after the date on which a grant is initially awarded under this paragraph; or

(B) medical examiner's office (as defined by the National Association of Medical Examiners) that—

(i) employs generally accepted practices and procedures, as established by appropriate accrediting organizations; and

(ii) is accredited by the Laboratory Accreditation Board of the American Society of Crime Laboratory Directors or the National Association of Medical Examiners, or will use a portion of the grant amount to prepare and apply for such accreditation by not later than 2 years after the date on which a grant is initially awarded under this paragraph.

Finally, awards under Local Government Law Enforcement Block Grants program “before January 5, 2006,” were made “pursuant to **H.R. 728 as passed by the House of Representatives on February 14, 1995,**” through an incorporation by reference in each annual Department of Justice appropriations act, which typically *limited* such awards to “the purposes

set forth in paragraphs (A), (B), (D), (F), and (I) of section 101(a)(2) of H.R. 728” and typically also *expanded* their purposes to include the following:

establishing crime prevention programs involving cooperation between community residents and law enforcement personnel in order to control, detect, or investigate crime or the prosecution of criminals.

Pursuant to § 101(a)(2) of H.R. 728, as passed by the House of Representative on February 14, 1995, award amounts were to be—

used . . . for reducing crime and improving public safety, including but not limited to, 1 or more of the following purposes:

(A)(i) [h]iring, training, and employing on a continuing basis new, additional law enforcement officers and necessary support personnel[;]

(ii) [p]aying overtime to presently-employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel[; and]

(iii) [p]rocurring equipment, technology, and other material directly related to basic law-enforcement functions[;]

(B) [e]nhancing security measures—

(i) in and around schools; and

(ii) in and around any other facility or location that is considered by the unit of local government to have a special risk for incidents of crime[;]

(C) [e]stablishing crime prevention programs that may, though not exclusively, involve law enforcement officials and that are intended to discourage, disrupt, or interfere with the commission of criminal activity, including neighborhood watch and citizen patrol programs, sexual assault and domestic violence programs, and programs intended to prevent juvenile crime[;]

(D) [e]stablishing or supporting drug courts[;]

(E) [e]stablishing early intervention and prevention programs for juveniles, in order to reduce or eliminate crime[;]

(F) [e]nhancing the adjudication process of cases involving violent offenders, including the adjudication process of cases involving violent juvenile offenders[;]

(G) [e]nhancing programs under subpart 1 of part E of [title I of] the Omnibus Crime Control and Safe Streets Act of 1968[;]

(H) [e]stablishing cooperative task forces between adjoining units of local government to work cooperatively to prevent and combat criminal activity, particularly criminal activity that is exacerbated by drug or gang-related involvement[; and]

(I) [e]stablishing a multi-jurisdictional task force, particularly in rural areas, composed of law enforcement officials representing units of

local government, that works with Federal law enforcement officials to prevent and control crime.

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: CEC Grant Award Acceptance \$100K

Date: 11/25/2024

DEPT OF ORIGIN: Village Manager

Bill # 179-2024

DATE SUBMITTED: 11/15/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to accept a Clean Energy Communities (CEC) Grant in the amount of \$100,000 for
Municipal Building Upgrades

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

RESOLUTION TO APPROVE THE ACCEPTANCE OF \$100,000 CLEAN ENERGY COMMUNITIES (CEC) BUILDING UPGRADES GRANT

WHEREAS, the Village of Saranac Lake has been awarded a Clean Energy Communities (CEC) grant in the amount of \$100,000, and,

WHEREAS, the Village Manager is seeking the Village of Saranac Lake Board of Trustees' approval to accept the awarded grant for building upgrades, and,

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees authorizes the Village Manager to accept the awarded CEC grant for Building Upgrades.

New York State Energy Research and Development Authority
("NYSERDA")

AGREEMENT

1. Agreement Number: 238653
2. Contractor: Village of Saranac Lake
3. Project Director: Katrina Glynn
4. Effective Date: October 18, 2024
5. Total Amount of Award: \$100,000.00
6. Project Period: October 18, 2024 - November 30, 2027
7. Expiration Date: May 31, 2028
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Workbook.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE
UNLESS EXECUTED BELOW BY NYSERDA


Village of Saranac Lake

Signature: 

Name: BACHONA T. SHAW

Title: Village Manager

NEW YORK ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY

Signature:  Wendy MacPherson, Director Contract Management
Digitally signed by Wendy MacPherson, Director Contract Management
Date: 2024.10.25 15:59:06 -04'00'

NYSERDA Authorized Signatory

Exhibit A – Statement of Work
Clean Energy Communities (CEC) Program
Village of Saranac Lake
CEC701022

Project Background

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

The Village of Saranac Lake (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

Under this agreement, the Contractor shall implement the following component(s):

Project Component: Clean Energy Communities (CEC) Building Upgrades

NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before the commencement of this project component.

Eligible energy upgrade measures recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit shall be implemented at:

- 17 Main St. Saranac Lake, NY 12983
- 680 NYS Route 3, Saranac Lake, NY 12983
- 95 Van Buren St, Saranac Lake, NY 12983

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The

NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

Metrics Workbook: After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

Minimum Performance Requirements

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

Project Component: Clean Energy Communities (CEC) Building Upgrades

Requirements for this component:

The funding may be used for the following purposes:

- Measures that are recommended in a NYSERDA Clean Energy Communities (CEC) Energy Study or ASHRAE Level II or III Energy Audit including:
 - Lighting upgrades and lighting controls - indoor and outdoor
 - High-efficiency motors, motor controls, variable speed drives
 - Electric heating, ventilation & air conditioning (HVAC) improvements

- Building shell
- Energy management / building management systems (EMS/BMS)
- Demand Control Ventilation
- Solar thermal
- Water and Wastewater Treatment Process Improvements

The building, facility, and installed equipment must be owned by the Contractor.

NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

Total Contract Award

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

Tasks

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce) constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:

Task 1.0: Planning Phase

The Contractor shall complete the design/specifications and then the Metrics Workbook in accordance with Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.

Task 1.0 Deliverables:

Project Component: Clean Energy Communities (CEC) Building Upgrades

Deliverables for this component:

- Quote(s) providing for the implementation of Building Upgrades that meet all requirements, or comparable information.
- Metrics Workbook (in Excel format) reflecting the design and specifications of work to be performed.
- Copy of the CEC Energy Study(ies) or ASHRAE Level II or III Energy Audit(s).

***GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA’S SOLE DISCRETION.**

Task 2.0: Project Completion

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal documents final metrics data, verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

Task 2.0 Deliverables:

Project Component: Clean Energy Communities (CEC) Building Upgrades

Deliverables for this component:

- Final paid invoices
- Metrics Workbook (in Excel format) reflecting the design and specifications of work as built.
- Additional incentive program applications or comparable information, if applicable

Milestone Payment Table

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA’s expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (\$) (Not to Exceed)
Project Plan Phase			
1.0	10/31/2025	Planning Phase – Clean Energy Communities (CEC) Building Upgrades	\$25,000.00
Project Completion Phase			
2.0	11/30/2027	Completion Phase – Clean Energy Communities (CEC) Building Upgrades	\$75,000.00
		Total Project Budget	\$100,000.00

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor

within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

(a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.

(b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

Recapture payment for the equipment sold, retired or disposed of, or time contractor does not comply with the reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value * percent of duration required under the Minimum Performance Requirements).

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.

In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless

NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at:

<https://services.nyserderda.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation

evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing

the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not

violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA ([Code of Conduct for NYSERDA Contractors.pdf](#));

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles;

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, 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; and

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

As applicable, Contractor shall protect, defend, indemnify and hold harmless NYSERDA and the State of New York from and against all loss imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to failure by Contractor or any of Contractor's affiliates, contractors, subcontractors, agents or other representatives to pay the correct amount of wages, including, but not limited to prevailing wages, overtime, spread of hours, on call pay, call-in pay, scheduling pay, shift or other differential pay, frequency of pay, holiday pay, sick pay or leave, vacation pay, disability or family or parental leave pay, fringe or any other benefits or any claims any kind of wages or benefits allegedly due to any employees or contractors under state, federal or local laws of any kind, notwithstanding whether or not such a failure to pay the correct amount of wages is the result of alleged negligence or omission by NYSERDA or Contractor.

Article XI

Insurance

Section 11.01. Maintenance of Insurance: Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA and the State of New York as additional insureds;

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

(i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

(ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will 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 NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting

in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Wendy M. MacPherson

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: Wendy.MacPherson@nyserda.ny.gov

Personal Delivery: Reception desk at the above address

Village of Saranac Lake

Name: Katrina Glynn

Title: Community Development Director

Address: 39 Main St., , Saranac Lake, NY, 12983

Facsimile Number: N/A

E-Mail Address: comdev@saranaclakeny.gov

(b) 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 email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement: Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as

stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 1/24

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service 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, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public

work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records

or portions thereof that “are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information “confidential” or “proprietary” at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA’s policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA’s Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** As a condition to NYSERDA’s obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** 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 Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

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

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and 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 NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

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

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

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
<http://www.esd.ny.gov>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

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

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

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

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

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

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSEDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSEDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSEDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSEDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>))

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to

NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another

entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E Clean Energy Communities Program Metrics Workbook

Overview

After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was actually built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders.

Depending on the number of types of projects within a contract, there may be one or more Task 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

For each project, a Project Completion Metrics Workbook submission will be completed for Task 2. Once the project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings were based on the final implementation conditions. Upon request, the Contractor may be required to provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports.

Depending on the number of types of projects within a contract, there may be one or more Task 2 Metric Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: CEC Grant Award Acceptance \$20K

Date: 11/25/2024

DEPT OF ORIGIN: Village Manager

Bill # 180-2024

DATE SUBMITTED: 11/15/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to accept two Clean Energy Communities (CEC) Grants in the amount of \$10,000 each to purchase heat pumps at the Village of Saranac Lake Central and DPW Garages

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE RYAN _____

TRUSTEE WHITE _____

TRUSTEE SCOLLIN _____

TRUSTEE BRUNETTE _____

RESOLUTION TO APPROVE THE ACCEPTANCE OF TWO \$10,000 CLEAN ENERGY COMMUNITIES (CEC) GRANTS TO PURCHASE HEAT PUMPS AT CENTRAL AND DPW GARAGES

WHEREAS, the Village of Saranac Lake has been awarded two \$10,000 Clean Energy Communities (CEC) grants in the amount of \$20,000, and,

WHEREAS, the Village Manager is seeking the Village of Saranac Lake Board of Trustees' approval to accept the awarded grant and use the funding for the purchase of heat pumps at the DPW and Central Garages.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees authorizes the Village Manager to accept the awarded CEC grants totaling \$20,000 for heat pumps at Central and DPW Garages.



GRANT APPROVAL NOTIFICATION: Clean Energy Communities Program – DPW Breakroom and Offices Heat Pumps

From NYSERDA No Reply <no-reply@nyserda.ny.gov>

Date Wed 11/13/2024 2:07 PM

To Katrina Glynn <comdev@saranac.lakeny.gov>

Cc cec@nyserda.ny.gov <cec@nyserda.ny.gov>; jeff.scharl@nyserda.ny.gov <jeff.scharl@nyserda.ny.gov>

According to NYSERDA records, recently submitted a grant application in the amount of \$\$10,000.00 under the Clean Energy Communities Program.

Congratulations! Your application has been approved by NYSERDA.

The grant funds will be paid in full directly by check or direct deposit.

NYSERDA will not be issuing a press release regarding your grant. If you would like to issue a release, please send us a version to review to cec@nyserda.ny.gov and we will work with our communications department to provide you a quote. Please leave ample time for review prior to planned distribution.

For more information, please review the program [Guidance Document](#).

If you have any questions, please do not hesitate to contact your local Clean Energy Communities Coordinator who is working on NYSERDA's behalf to help you navigate the program. You may also send us an email at cec@nyserda.ny.gov.

Thank you for your interest in NYSERDA's Clean Energy Communities Program.

Again, congratulations!

Clean Energy Communities Team

NYSERDA

17 Columbia Circle | Albany, NY 12203-6399

nyserda.ny.gov

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FW: GRANT APPROVAL NOTIFICATION: Clean Energy Communities Program – Central garage heat pump

From Katrina Glynn <comdev@saranaclakeny.gov>

Date Wed 11/20/2024 11:39 AM

To Bachana Tsiklauri <manager@saranaclakeny.gov>; Amanda Hopf <clerk@saranaclakeny.gov>

Approval of the second \$10k

From: NYSERDA No Reply <no-reply@nyserda.ny.gov>

Sent: Wednesday, November 20, 2024 11:26 AM

To: Bayle Reichert <comdevassist1@saranaclakeny.gov>; Katrina Glynn <comdev@saranaclakeny.gov>

Cc: cec@nyserda.ny.gov; jeff.scharl@nyserda.ny.gov

Subject: GRANT APPROVAL NOTIFICATION: Clean Energy Communities Program – Central garage heat pump

According to NYSERDA records, recently submitted a grant application in the amount of \$\$10,000.00 under the Clean Energy Communities Program.

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Again, congratulations!

Clean Energy Communities Team

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