

TOWN OF LIBERTY
NEW YORK
A GREAT PLACE TO WORK, LIVE AND PLAY

TOWN BOARD MEETING

PLACE: SENIOR CITIZEN CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754

DATE: 10/20/25

TIME: 6:30 P.M. REGULAR MEETING

FRANK DEMAYO, SUPERVISOR

LAURIE DUTCHER, TOWN CLERK

DEAN FARRAND, COUNCILMEMBER

VINCENT MCPHILLIPS, COUNCILMEMBER

JOHN LENNON, COUNCILMEMBER

BRUCE DAVIDSON, COUNCILMEMBER

PLEASE NOTE: ALL ITEMS FOR THE AGENDA MUST BE RECEIVED BY NOON THE WEDNESDAY BEFORE THE MEETING.

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

INCOMING:

1. Correspondence from the NYS Department of Transportation regarding the speed limit reduction on Walnut Mt. Rd.
2. Park & Recreation Board Minutes from September 3, 2025.

OUTGOING:

NEW BUSINESS

1. Motion to approve the following monthly reports:
 - Town Clerk's Report 9/25
 - Revenue & Expense Report 9/25
 - Supervisor's Report 9/25
2. Motion to approve the following audit:
 - October, 2025 Abstract Claims #1635 to #1824 totaling \$1,022,090.03
 - September, 2025 General Ledger Abstract Claims #296 to #324 totaling \$317,464.83.
 - September, 2025 Post Audit Claims #1599 to #1634 totaling \$152,191.20.
3. Motion approving the Liberty Rotary's donation of a "Little Free Library" at Hanofee Park.
4. Motion to enter into an agreement with Peter Manning to initiate the Comprehensive Plan Review.

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OUR MISSION STATEMENT

We provide effective, transparent and responsible municipal service that promotes the highest standard of life for our community.

5. Motion to authorize the Supervisor to execute agreement with the Liberty Central School District.
6. Motion authorizing the Supervisor to execute Municipal Services Agreement with Solar Simplified, LLC.
7. Motion adopting the Economic Development Infrastructure Capacity Planning Study revised in August 2025.
8. Motion authorizing the Supervisor to sign voucher #3 in the amount of \$34,774.00 for Growing Souls. (Payment to be held until receipt of reimbursement from DEC for the grant)
9. Motion to set a bid for Janitorial Services for Town Hall, Parks & Recreation, and the Highway Department on November 6, 2025, at 11:00 a.m. in the Town Clerk's Office.
10. Motion to set a bid for Armed Security Services for the Court on November 6, 2025, at 11:00 a.m. in the Town Clerk's Office.
11. Motion approving the 10/6/2025 Regular Monthly Meeting as submitted by the Town Clerk.
12. Motion to consider Professional Services Agreement for Engineering Services (up to 50% design) for the Liberty Business Park Water and Sewer Infrastructure Upgrade Project.

DISCUSSION

OLD BUSINESS

UNDER REVIEW

1. Shipping Containers
2. Fence In/Fence Out

IN PROGRESS

1. Illegal dumping of garbage.
2. Delaware Town/Village Water Sewer Study.
3. Walnut Mt. Pavilion.
4. Solar Moratorium in the Commercial Industrial Zone.

PUBLIC PARTICIPATION

BOARD DISCUSSION

EXECUTIVE SESSION-Personnel

ADJOURN

OUR MISSION STATEMENT

We provide effective, transparent and responsible municipal service that promotes the highest standard of life for our community.



**Department of
Transportation**



KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

ANDREW D. STILES, P.E.
Regional Director

September 29, 2025

Dermot P. Dowd, L.S.
Sullivan County DPW
100 North Street
PO Box 5012
Monticello, NY 12701

Dear Dermot P. Dowd:

**REQUEST: SPEED LIMIT REDUCTION
WALNUT MOUNTAIN ROAD (TH 60)
TOWN OF LIBERTY, SULLIVAN COUNTY**

Thank you for the request for a speed limit reduction on the subject road. The Traffic Safety and Mobility Office (TSMO) will review this request to assess the current situation and outline opportunities for improvement. Once our study is complete, we will notify you and the appropriate agencies of the results of our review.

If you have any questions, please feel free to call Handy Eugene of my office at (607) 721 – 8715.

Sincerely,

Tony Signorelli, P.E.
Regional Traffic Engineer

c: Laurie Dutcher, Clerk, Town of Liberty
Study #0925-0021



Meeting Minutes
September 3, 2025

PRESENT: John Ballard, Jillian Trinidad, Jena Schwartz, Kathy Dworetsky, James Guara, Felix Colon, Mitch Juron

ABSENT: Sam Atkins

1. **Call to Order:** John Ballard called the meeting to order at 5:52 PM.
2. **Pledge of Allegiance.**
3. **Recognize the Public:** Matt Brooks
4. **Reading and Approval of Minutes:** Jillian Trinidad made a motion to approve July and August minutes This was seconded by Jena Schwartz.
5. **Department Reports:**
 - A) **Director's Report –**
Department Head Report
Submitted by: James Guara, Director
To: Liberty Town Board
Date: 08/25

Overview

The Parks Department remains in full swing as we continue to keep up with mowing and maintaining our fields, including lining for both Warriors and AYSO soccer. The pool is now closed for the season, and we are working on storing and securing equipment for the winter months. At the same time, we are focusing on capital improvement planning for future projects while beginning preparations for the upcoming fall and winter seasons.

Recreation programs had a strong summer as both Day Camp and Swim Lessons came to a successful conclusion. Planning is underway for our annual Fall Festival, which will include a new addition this year, a 5K race in partnership with Liberty School. Warriors Football and Cheerleading are also in full swing as their season progresses. Looking ahead, we have begun planning the Halloween Parade.

In the office, we are actively developing workflow charts and preparing for the rollout of Open.gov to make our forms and processes more accessible to the community. We are also working on the Swim Grant and researching additional grant opportunities to support future initiatives.

2026 Budget is in process. We have increased our budget due to increased costs. We are reviewing our capital improvement plan to include paving at Walnut Mountain a dog park, new truck fleet. We are looking into grant monies to help offset our costs and offer more to our community.

B) Park Supervisor's Report – The majority of the park attendants have returned to school. We are preparing for the Fall Festival, removing branches and clearing paths. We will be doing maintenance on the park restrooms over the winter. With the continual mowing there has not been much time for improvements to the park. A discussion was held regarding clean up fees and closing times on park forms.

C) Recreation Supervisor's Report – We unfortunately had to cancel the Junior Warriors football team due to lack of numbers at practices. The senior team has won their first game. Indoor pickle permit has been sent to the school for approval. We are also preparing for the Halloween Parade. We are still looking for food vendors for the Fall Festival.

D) Revenue Reports: Looks Good.

6. Old Business:

A) Budget – Discussed in Director's Report.

B) Well Pump – We are currently disputing due to over pricing.

C) 5K – Discussed in Director's report.

7. New Business:

A) BBQ - Tonight.

B) Fall Festival – discussed in Recreation Supervisor's Report

C) Capital Improvement Budget - Discussed in Director's report

8. Announcements: With Paige Russell's resignation, Jena Schwartz is now the new vice-chairperson on the Parks & Recreation Board. Our next meeting will be Wednesday, October 1, 2025 at 5:30 p.m. in the senior center.

9. Adjournment – Jillian Trinidad made a motion to adjourn the meeting at 6:21 p.m. This was seconded by Jena Schwartz. Meeting adjourned.

Account#	Account Description	Fee Description	Qty	Local Share	
A1255	Conservation	Conservation	10	31.03	
	Marriage License	Marriage License Fee	7	122.50	
	Permits	Refuse Collection	1	100.00	
	TOWN CLERK	EZ Pass	7	175.00	
		Marriage Certificate	8	80.00	
		Misc	9	18.00	
		Notary Fees	32	64.00	
			Sub-Total:	\$590.53	
A2544	Dog Licensing	Female, Spayed	7	63.00	
		Female, Unspayed	2	25.00	
		Male, Neutered	5	45.00	
		Male, Unneutered	4	50.00	
	SENIOR	SENIOR	3	-15.00	
				Sub-Total:	\$168.00
A3510.4	Dog	Reimbursement Of Expenses	1	25.00	
			Sub-Total:	\$25.00	
B2115	Building Fees	Lot Improvements	1	300.00	
		Special Use	1	300.00	
			Sub-Total:	\$600.00	
B2770	Building Fees	Building Permit	15	4,672.00	
		Fire Inspections	3	1,205.00	
		Municipal Search	24	2,400.00	
			Sub-Total:	\$8,277.00	
Total Local Shares Remitted:				\$9,660.53	
Amount paid to:	Ny State Dept. Of Health			157.50	
Amount paid to:	NYS Ag. & Markets for spay/neuter program			30.00	
Amount paid to:	NYS Environmental Conservation			531.97	
Total State, County & Local Revenues:		\$10,380.00	Total Non-Local Revenues:		\$719.47

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Laurie Dutcher, Town Clerk, Town of Liberty during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

REVENUE SUMMARY

FUND NAME	BUDGET AS MODIFIED	CURRENT RECEIPTS	Y-T-D RECEIPTS	UNCOLLECTED BALANCE
GENERAL FUND - TOWNWIDE	2,932,122.00	189,642.42	3,107,725.88	175,603.88-
TOWN - OUTSIDE VILLAGE	493,016.00	20,267.95	393,415.83	99,600.17
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	.00	.00	.00
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,609,597.01	1,957.31	1,617,140.87	7,543.86-
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,280,294.00	1,478.25	1,282,750.06	2,456.06-
HIGHWAY CHIPS FUND	644,000.00	47,708.13	47,708.13	596,291.87
WATER AND SEWER OPERATIONAL FUND	1,043,236.00	138,608.54	678,666.54	364,569.46
TOTAL SEWER DISTRICTS	857,257.00	82,940.73	897,919.90	40,662.90-
TOTAL WATER DISTRICTS	1,459,979.00	498,394.27	1,359,589.29	100,389.71
GRAND TOTALS.....	10,319,501.01	980,997.60	9,384,916.50	934,584.51

EXPENSE SUMMARY

FUND NAME	BUDGET AS MODIFIED	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	P.O. BALANCE	UNENCUMBERED UNEX. BALANCE
GENERAL FUND - TOWNWIDE	3,335,922.00	216,426.68	2,376,439.51	34,274.82	925,207.67
TOWN - OUTSIDE VILLAGE	618,016.00	38,169.61	304,184.19	.00	313,831.81
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	.00	.00	.00	.00
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,791,597.01	35,610.36	961,861.18	31,235.91	798,499.92
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,373,994.00	104,922.87	842,461.30	26,138.74	505,393.96
HIGHWAY CHIPS FUND	644,000.00	83,790.17	210,329.53	363,807.44	69,863.03
WATER AND SEWER OPERATIONAL FUND	1,043,236.00	69,342.88	651,553.68	3,597.99	388,084.33
TOTAL SEWER DISTRICTS	1,014,966.50	85,997.23	649,685.62	21,597.38	343,683.50
TOTAL WATER DISTRICTS	1,576,979.00	224,266.79	1,089,156.65	11,816.87	476,005.48
GRAND TOTALS.....	11,398,710.51	858,526.59	7,085,671.66	492,469.15	3,820,569.70



Town of Liberty
Supervisor's Report
September-25
Bank Account Reconciliation

Name	Bank	Account #	Current Total
General Fund	Key Bank	*183	\$ 652,571.86
Highway Fund	Key Bank	*191	\$ 1,193,054.23
Capital Reserve Fund	TD Banknorth	*521	\$ 166,881.26
Capital Reserve Fund	Wayne Bank	*701	\$ 143,080.99
Street Light Districts	CHB	*555	\$ 28,743.22
Water and Sewer Fund	Key Bank	*205	\$ 741,833.69
Trust and Agency	Key Bank	*744	\$ 341,151.08
Central Checking	Key Bank	*183	\$ -
Health Insurance	Jeff Bank	*993	\$ -
Payroll Account	Jeff Bank	*310	\$ -
Payroll Withholding	Jeff Bank	*174	\$ -
NYS CDBG	Key Bank	*418	\$ -
Grant Account	Key Bank	*212	\$ -
		TOTAL:	\$ 3,267,316.33

Key Bank Treasury Bills:			\$ 11,217,804.06
Catskill Hudson Bank CD			-
Jeff Bank CD			\$ -
TD Banknorth CD			\$ 229,300.18
		TOTAL CD:	\$ 11,447,104.24

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
1635	7023	DELTA DENTAL OF NEW YORK						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		140.00	25100200	140.00
1636	5403	CHARTER COMMUNICATIONS						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7020 4		110.00	66670	110.00
1637	4417	CLEARFLY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1110 4		127.40	66669	
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1220 4		32.20		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1310 4		31.85		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1330 4		16.10		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1355 4		31.85		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1410 4		31.85		
GENERAL FUND - TOWNWIDE		Contractual		A 1620 4		618.99		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1680 4		16.10		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 5132 4		100.08		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 6772 4		24.73		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7020 4		76.76		
TOWN - OUTSIDE VILLAGE		Contractual		B 3620 4		47.95		
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		37.23		1,193.09
1638	3038	CONSTELLATION ENERGY SVC OF NY						
GENERAL FUND - TOWNWIDE		Contractual		A 5182 4		87.25	66668	87.25
1639	3038	CONSTELLATION ENERGY SVC OF NY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7150 4		105.42	66668	105.42
1640	110	NYSE&G						
GENERAL FUND - TOWNWIDE		Contractual		A 5182 4		965.80	66667	
FERNDAL LIGHT DISTRICT		Contractual		L1 5182 4		359.09		
SWAN LAKE LIGHT DISTRICT		Contractual		L2 5182 4		1,001.74		
W.S.S. LIGHT DISTRICT		Contractual		L3 5182 4		439.82		
PARKSVILLE LIGHT DISTRICT		Contractual		L4 5182 4		358.37		
LOCH SHELDRAKE ROAD LIGHT DISTRICT		Contractual		L5 5182 4		356.85		3,481.67
1641	110	NYSE&G						
INFIRMARY ROAD SEWER DISTRICT		Contractual		S7 8110 4		195.78	66667	195.78
1642	110	NYSE&G						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7150 4		76.95	66667	76.95
1643	1115	COUNTY OF SULLIVAN						
FERNDAL WATER DISTRICT		Contractual		W2 1930 4		26,330.34	66671	26,330.34
1644	575	ADVANCED AUTO PARTS	17119					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		318.05		318.05
1645	575	ADVANCED AUTO PARTS						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		465.42		465.42
1646	2225	SULLIVAN COUNTY LABS	17173					
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		191.00		
LOOMIS SEWER DISTRICT		Contractual		S1 8110 4		254.00		
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		262.00		
STEVENSVILLE WATER DISTRICT		Contractual		W3 8310 4		261.00		

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
		COLD SPRING ROAD WATER DISTRICT	Contractual	W6 8310 4		261.00		1,229.00
1647	2225	SULLIVAN COUNTY LABS						
		WATER AND SEWER OPERATIONAL FUND	Contractual	MO 8110 4		40.00		
		LOOMIS SEWER DISTRICT	Contractual	S1 8110 4		45.00		
		S. L. / BRISCOE CONSOLIDATED SEWER	Contractual	S2 8110 4		45.00		130.00
1648	5235	AMERICAN EXPRESS						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1410 4		268.92		
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1460 4		93.12		
		GENERAL FUND - TOWNWIDE	Contractual	A 1620 4		187.96		550.00
1649	5235	AMERICAN EXPRESS	17264					
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1680 4		623.76		623.76
1650	5235	AMERICAN EXPRESS	17207					
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 7550 4		595.66		595.66
1651	5235	AMERICAN EXPRESS						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1680 4		67.99		67.99
1652	5235	AMERICAN EXPRESS						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 5132 4		20.02		
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		197.00		217.02
1653	5235	AMERICAN EXPRESS						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 7550 4		166.89		166.89
1654	1646	AMERICAN EXPRESS						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1220 4		175.00		175.00
1655	5072	SARA ALVAREZ						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1410 4		75.60		75.60
1656	2048	APPLIED LOGIC CORP.						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1680 4		8,850.60		
		WATER AND SEWER OPERATIONAL FUND	Contractual	MO 8110 4		968.50		9,819.10
1657	2803	MARGARET BARRACK						
		GENERAL FUND TOWNWIDE	CONTRACTUAL	A 7550 4		50.00		50.00
1658	368	BADGER METER INC						
		LOOMIS WATER DISTRICT	Contractual	W1 8310 4		38.32		
		ROUTE 55 WATER DISTRICT	Contractual	W7 8310 4		38.32		76.64
1659	244	B S N SPORTS	17241					
		CAPITAL - PARKS EQUIPMENT	Equipment	HG 7110 3		1,768.00		1,768.00
1660	4413	NICOLE BURKEY						
		GENERAL FUND - TOWNWIDE	Contractual	A 7310 4		70.00		70.00
1661	850	SULLIVAN MATERIALS	17128					
		HIGHWAY CHIPS FUND	Capital Outlay	DC 5112 3		214,396.64		214,396.64
1662	850	SULLIVAN MATERIALS	17123					
		HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	Contractual	DB 5110 4		8,193.27		8,193.27

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
1663	1740	CAMPBELL FREIGHTLINER	17117					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		633.67		633.67
1664	20	CATSKILL-DELAWARE PUB.						
GENERAL FUND - TOWNWIDE		Contractual		A 1670 4		49.00		49.00
1665	3203	MEGAN COUITT						
GENERAL FUND - TOWNWIDE		Contractual		A 7310 4		70.00		70.00
1666	3074	JOHN CRANDALL						
GENERAL FUND - TOWNWIDE		Contractual		A 7310 4		70.00		70.00
1667	7206	DAVIS VISION INC						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		277.95		277.95
1668	7022	DELAWARE VALLEY FARM & GARDEN	17118					
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Contractual		DB 5110 4		442.40		442.40
1669	7023	DELTA DENTAL OF NEW YORK						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		438.24		438.24
1670	1972	DOWSER WATER						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 5132 4		69.89		69.89
1671	1972	DOWSER WATER						
GENERAL FUND - TOWNWIDE		Contractual		A 1620 4		35.96		35.96
1672	2815	FALLSBURG LUMBER						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		67.32		67.32
1673	5346	FUN EXPRESS LLC	17206					
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7550 4		309.30		309.30
1674	1356	H.O. PENN MACHINERY COMP INC	17121					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		238.76		238.76
1675	8195	OLHO HRECHKO						
GENERAL FUND - TOWNWIDE		Contractual		A 7310 4		70.00		70.00
1676	8062	IMS						
GENERAL FUND - TOWNWIDE		Contractual		A 1620 4		2,734.73		2,734.73
1677	2700	JACOB BILLIG, ESQ						
TOWN - OUTSIDE VILLAGE		Contractual		B 1420 4		3,125.00		3,125.00
1678	2700	JACOB BILLIG, ESQ						
TOWN - OUTSIDE VILLAGE		Contractual		B 1420 4		3,125.00		3,125.00
1679	1609	KENNETH KLEIN						
GENERAL FUND - TOWNWIDE		Contractual		A 1420 4		5,500.00		5,500.00
1680	421	LANGUAGE LINE SERVICES						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1110 4		36.00		36.00
1681	5004	LEGION FIREWORKS CO, INC						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7550 4		11,000.00		11,000.00

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK	AMOUNT
1682	6049	LIBERTY BLOOMS	17265						
GENERAL FUND - TOWNWIDE		Contractual		A 1962 4		759.24			759.24
1683	970	LIBERTY FARM, HOME & PET	17246						
GENERAL FUND - TOWNWIDE		Contractual		A 1962 4		633.15			633.15
1684	730	LIBERTY PRESS							
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		178.00			178.00
1685	8912	BETA MACH							
GENERAL FUND - TOWNWIDE		Contractual		A 7310 4		70.00			70.00
1686	2619	BRYNN MCKEON							
GENERAL FUND - TOWNWIDE		Contractual		A 7310 4		70.00			70.00
1687	1499	MIRABITO ENERGY PRODUCTS							
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Contractual		DB 5110 4		6,227.64			6,227.64
1688	680	MONROE TRACTOR							
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		306.10			306.10
1689	681	MONTICELLO BLACKTOP CORP.	17127						
HIGHWAY CHIPS FUND		Capital Outlay		DC 5112 3		149,410.80			149,410.80
1690	681	MONTICELLO BLACKTOP CORP.	17126						
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Contractual		DB 5110 4		863.12			863.12
1691	681	MONTICELLO BLACKTOP CORP.	17125						
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Contractual		DB 5110 4		9,515.84			9,515.84
1692	681	MONTICELLO BLACKTOP CORP.							
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Contractual		DB 5110 4		287.70			287.70
1693	2826	MSD ENVIRONMENTAL SERVICES, INC	17171						
RESERVE - SWAN LAKE SEWER		Capital Outlay		HX 8310 3		16,000.00			16,000.00
1694	232	STATE OF NY DEPT. OF CIVIL SERVICE							
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		45,629.07			
TOWN - OUTSIDE VILLAGE		Empl. Benefit		B 9060 8		5,185.12			
HIGHWAY FUND - TOWNWIDE HWY 3 & 4		Emp. Benefit		DA 9060 8		19,703.46			
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Emp. Benefits		DB 9060 8		15,555.37			
WATER AND SEWER OPERATIONAL FUND		Emp. Benefits		MO 9060 8		17,629.42			103,702.44
1695	7184	NORTH EAST PARTS GROUP, LLC	17174						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		212.68			212.68
1696	3325	JOSE PAEZ							
GENERAL FUND - TOWNWIDE		Contractual		A 7310 4		70.00			70.00
1697	3013	PARTNERS IN SAFETY, INC.	17124						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9050 8		212.00			212.00
1698	387	PETTY CASH							
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 6772 4		20.00			20.00

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
1699	1969	PRESTIGE TOWING & RECOVERY	17122					
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		395.00		395.00
1700	8010	QUILL CORPORATION						
		TOWN - OUTSIDE VILLAGE	Contractual	B 3620 4		57.15		
		TOWN - OUTSIDE VILLAGE	Contractual	B 8020 4		41.58		98.73
1701	8024	QUILL	17074					
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 7110 4		271.96		271.96
1702	8024	QUILL						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 7110 4		44.99		44.99
1703	3307	RESNICK ENERGY						
		HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	Contractual	DB 5110 4		796.05		796.05
1704	3307	RESNICK ENERGY						
		GENERAL FUND - TOWNWIDE	Contractual	A 1620 4		1,471.82		1,471.82
1705	1007	ROSS ELECTRIC						
		S. L. / BRISCOE CONSOLIDATED SEWER	Contractual	S2 8110 4		350.00		350.00
1706	160	SCHMIDTS WHOLESALE, INC.						
		STEVENSVILLE WATER DISTRICT	Contractual	W3 8310 4		199.50		199.50
1707	160	SCHMIDTS WHOLESALE, INC.						
		HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	Contractual	DB 5110 4		216.93		216.93
1708	292	SENTRY ALARMS	17262					
		S. L. / BRISCOE CONSOLIDATED SEWER	Contractual	S2 8110 4		526.04		526.04
1709	2200	SLACK CHEMICAL COMPANY INC	17044					
		STEVENSVILLE WATER DISTRICT	Contractual	W3 8311 4		1,142.04		1,142.04
1710	2611	JENNIFER SMITH						
		GENERAL FUND - TOWNWIDE	Contractual	A 7310 4		70.00		70.00
1711	8086	STANDARD LIFE INSURANCE COMP OF NY						
		GENERAL FUND - TOWNWIDE	Emp. Benefit	A 9060 8		410.17		
		TOWN - OUTSIDE VILLAGE	Empl. Benefit	B 9060 8		46.61		
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Emp. Benefit	DA 9060 8		177.12		
		HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	Emp. Benefits	DB 9060 8		139.83		
		WATER AND SEWER OPERATIONAL FUND	Emp. Benefits	MO 9060 8		158.47		932.20
1712	1757	TAM ENTERPRISES	17175					
		LOOMIS SEWER DISTRICT	Contractual	S1 8110 4		615.00		
		S. L. / BRISCOE CONSOLIDATED SEWER	Contractual	S2 8110 4		740.00		
		INFIRMARY ROAD SEWER DISTRICT	Contractual	S7 8110 4		370.00		1,725.00
1713	1757	TAM ENTERPRISES	17169					
		S. L. / BRISCOE CONSOLIDATED SEWER	Contractual	S2 8110 4		5,773.50		5,773.50
1714	1757	TAM ENTERPRISES	17168					
		S. L. / BRISCOE CONSOLIDATED SEWER	Contractual	S2 8110 4		1,675.00		1,675.00

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
1715	1757	TAM ENTERPRISES	17042					
S. L. /	BRISCOE CONSOLIDATED SEWER	Contractual		S2 8110 4		700.00		700.00
1716	5175	TOLLS BY MAIL						
GENERAL FUND -	TOWNWIDE	CONTRACTUAL		A 5010 4		20.30		20.30
1717	7504	TOWN AND COUNTRY BRIDGE AND RAIL	17120					
HIGHWAY FUND -	TOWN OUTSIDE VILLAGE-HWY1	Contractual		DB 5110 4		7,108.00		7,108.00
1718	420	TRADING POST - LIBERTY						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		59.96		59.96
1719	420	TRADING POST - LIBERTY						
GENERAL FUND -	TOWNWIDE	CONTRACTUAL		A 5132 4		37.41		
HIGHWAY FUND -	TOWNWIDE - HWY 3 & 4	Contractual		DA 5130 4		202.58		239.99
1720	420	TRADING POST - LIBERTY						
GENERAL FUND -	TOWNWIDE	CONTRACTUAL		A 7110 4		176.61		
GENERAL FUND -	TOWNWIDE	Contractual		A 7310 4		8.99		185.60
1721	2609	MICHAEL TRAVIS						
GENERAL FUND -	TOWNWIDE	Contractual		A 7310 4		70.00		70.00
1722	1600	WECHSLER POOL AND SUPPLY CO	17167					
STEVENSVILLE WATER DISTRICT		Contractual		W3 8311 4		787.20		787.20
1723	2150	WELLS FARGO VENDOR FIN SERV						
GENERAL FUND -	TOWNWIDE	Contractual		A 1620 4		2,014.64		2,014.64
1724	1902	WEX BANK						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		1,431.00		1,431.00
1725	1937	WEX BANK						
GENERAL FUND -	TOWNWIDE	CONTRACTUAL		A 7110 4		825.40		825.40
1726	220	WILLIAMSON LAW BOOK CO	17266					
GENERAL FUND -	TOWNWIDE	CONTRACTUAL		A 1410 4		250.33		250.33
1727	246	JOSEPH NEBZYDOSKI, VMD						
GENERAL FUND	TOWNWIDE	CONTRACTUAL		A 3510 4		200.00		200.00
1728	380	PAYROLL ACCOUNT						
GENERAL FUND -	TOWNWIDE	Pers. Ser.		A 1010 1		1,455.92	25100800	
GENERAL FUND -	TOWNWIDE	Per. Ser.		A 1110 1		9,717.14		
GENERAL FUND -	TOWNWIDE	Per. Ser.		A 1220 1		5,279.27		
GENERAL FUND -	TOWNWIDE	Per. Ser.		A 1310 1		2,830.60		
GENERAL FUND -	TOWNWIDE	Per. Ser.		A 1355 1		4,149.32		
GENERAL FUND -	TOWNWIDE	Per. Ser.		A 1410 1		4,770.95		
GENERAL FUND -	TOWNWIDE	Per. Ser.		A 3510 1		1,780.85		
GENERAL FUND -	TOWNWIDE	Per. Ser.		A 5010 1		5,218.24		
GENERAL FUND -	TOWNWIDE	Per. Ser.		A 7020 1		6,833.05		
GENERAL FUND -	TOWNWIDE	Per. Ser.		A 7110 1		7,544.28		
TOWN - OUTSIDE VILLAGE		Per. Ser.		B 3620 1		4,052.80		
TOWN - OUTSIDE VILLAGE		Per. Ser.		B 8020 1		250.00		
HIGHWAY FUND -	TOWNWIDE - HWY 3 & 4	Per. Ser.		DA 5130 1		4,628.00		

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Per. Ser.		DB 5110 1		31,921.00		
WATER AND SEWER OPERATIONAL FUND		Per. Ser.		MO 8110 1		18,573.07		109,004.49
1729	1227	FIRST NATL. BANK OF JEFFERSONVILLE						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9030 8		3,715.96	25100801	
TOWN - OUTSIDE VILLAGE		Emp. Benefit		B 9030 8		326.93		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Emp. Benefits		DA 9030 8		352.47		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Emp. Benefits		DB 9030 8		2,398.08		
WATER AND SEWER OPERATIONAL FUND		Emp. Benefits		MO 9030 8		1,398.96		8,192.40
1730	7023	DELTA DENTAL OF NEW YORK						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		1,284.60	25101000	1,284.60
1731	1115	COUNTY OF SULLIVAN						
GENERAL FUND - TOWNWIDE		Contractual		A 1930 4		12,974.73	66674	
TOWN - OUTSIDE VILLAGE		CONTRACTUAL		B 1930 4		2,802.28		15,777.01
1732	9062	ACCESS PLUS						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1110 4		78.00	66677	
GENERAL FUND - TOWNWIDE		Contractual		A 1620 4		309.97		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7111 4		78.00		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7150 4		78.00		
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		78.00		621.97
1733	5406	CHARTER COMMUNICATIONS						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 5132 4		140.00	66676	140.00
1734	3038	CONSTELLATION ENERGY SVC OF NY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7150 4		129.67	66675	129.67
1735	130	VERIZON						
FERNDAL WATER DISTRICT		Contractual		W2 8310 4		221.06	66672	
W.S.S. WATER DISTRICT		Contractual		W4 8310 4		73.69		294.75
1736	643	VERIZON SELECT SERVICES INC.						
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		1.85	66673	1.85
1737	575	ADVANCED AUTO PARTS						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		25.86		
LOOMIS SEWER DISTRICT		Contractual		S1 8110 4		117.55		143.41
1738	575	ADVANCED AUTO PARTS						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		115.70		115.70
1739	575	ADVANCED AUTO PARTS						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		9.08		9.08
1740	2225	SULLIVAN COUNTY LABS	17185					
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		231.00		
LOOMIS SEWER DISTRICT		Contractual		S1 8110 4		296.00		
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		338.00		865.00
1741	1646	AMERICAN EXPRESS						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1220 4		110.00		110.00

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
1742	5235	AMERICAN EXPRESS WATER AND SEWER OPERATIONAL FUND	17176	MO 8110 4		1,040.00		1,040.00
1743	5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE	Contractual	A 1010 4		16.99		
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1220 4		24.83		
		GENERAL FUND - TOWNWIDE	Contractual	A 1480 4		58.90		100.72
1744	5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 7110 4		150.39		
		GENERAL FUND - TOWNWIDE	Contractual	A 7310 4		39.96		190.35
1745	5235	AMERICAN EXPRESS GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1355 4		41.99		41.99
1746	5235	AMERICAN EXPRESS HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		69.99		69.99
1747	5070	AMTHOR'S HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17132 Contractual	DA 5130 4		554.36		554.36
1748	8900	ASTRO CHEMICALS, INC S. L. / BRISCOE CONSOLIDATED SEWER	17051 Contractual	S2 8110 4		2,604.00		2,604.00
1749	8119	ATLAS SECURITY SERVICES, INC GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1110 4		1,133.52		1,133.52
1750	8119	ATLAS SECURITY SERVICES, INC GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1110 4		1,133.52		1,133.52
1751	3126	BROOMS AWAY CLEANING GENERAL FUND - TOWNWIDE	17139 CONTRACTUAL	A 5132 4		1,300.00		1,300.00
1752	850	SULLIVAN MATERIALS HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	17138 Contractual	DB 5110 4		12,802.83		12,802.83
1753	1740	CAMPBELL FREIGHTLINER HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	17134 Contractual	DA 5130 4		652.93		652.93
1754	1740	CAMPBELL FREIGHTLINER HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		162.17		162.17
1755	7231	CASELLA GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 7110 4		425.98		425.98
1756	20	CATSKILL-DELAWARE PUB. GENERAL FUND - TOWNWIDE	Contractual	A 1670 4		253.74		253.74
1757	20	CATSKILL-DELAWARE PUB. GENERAL FUND - TOWNWIDE	Contractual	A 1670 4		52.76		52.76
1758	8040	CHEMUNG SUPPLY CORP. S. L. / BRISCOE CONSOLIDATED SEWER	17046 Contractual	S2 8110 4		4,337.66		4,337.66
1759	4117	CN WOOD CO, INC HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		192.84		192.84

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK	AMOUNT
1760	825	COOK BROTHERS TRUCK PARTS	CO INC 17136						
HIGHWAY FUND	- TOWNWIDE	- HWY 3 & 4	Contractual	DA 5130 4		708.78			708.78
1761	1669	COMBINED ENERGY SERVICES							
GENERAL FUND	- TOWNWIDE		CONTRACTUAL	A 3510 4		682.83			682.83
1762	825	COOK BROTHERS TRUCK PARTS	CO INC						
HIGHWAY FUND	- TOWNWIDE	- HWY 3 & 4	Contractual	DA 5130 4		222.07			222.07
1763	7139	DANNYS COMPLETE AUTO REPAIR	17209						
GENERAL FUND	- TOWNWIDE		CONTRACTUAL	A 7020 4		799.89			799.89
1764	7032	DELAWARE ENGINEERING, D.P.C.							
RESERVE - SWAN LAKE SEWER			Capital Outlay	HX 8310 3		36,635.00			36,635.00
1765	7032	DELAWARE ENGINEERING, D.P.C.							
RESERVE - SWAN LAKE SEWER			Capital Outlay	HX 8310 3		3,276.99			3,276.99
1766	7032	DELAWARE ENGINEERING, D.P.C.							
S. L. / BRISCOE CONSOLIDATED SEWER			Contractual	S2 8110 4		1,121.25			1,121.25
1767	1972	DOWSER WATER							
GENERAL FUND - TOWNWIDE			Contractual	A 1620 4		121.80			121.80
1768	1972	DOWSER WATER							
GENERAL FUND - TOWNWIDE			Contractual	A 1620 4		8.99			8.99
1769	433	EAST COAST ENVIRONMENTAL, INC.	17165						
STEVENSVILLE WATER DISTRICT			Contractual	W3 8310 4		2,280.00			
STEVENSVILLE WATER DISTRICT			Contractual	W3 8311 4		2,280.00			4,560.00
1770	6028	ENDICOTT COMM INC							
WATER AND SEWER OPERATIONAL FUND			Contractual	MO 8110 4		308.64			308.64
1771	64	52 AUTO WORKS, INC	17184						
WATER AND SEWER OPERATIONAL FUND			Contractual	MO 8110 4		360.85			360.85
1772	7042	FUSCO ENGINEERING & LAND SURVEYING							
TOWN - OUTSIDE VILLAGE			CONTRACT	B 3620 491		12,083.33			12,083.33
1773	5092	HOLLAND COMPANY, INC.	17181						
S. L. / BRISCOE CONSOLIDATED SEWER			Contractual	S2 8110 4		2,235.34			2,235.34
1774	5095	HOME DEPOT							
WATER AND SEWER OPERATIONAL FUND			Contractual	MO 8110 4		63.38			63.38
1775	1356	H.O. PENN MACHINERY COMP INC	17133						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Contractual	DA 5130 4		3,886.96			3,886.96
1776	1474	KIMBALL-MIDWEST							
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Contractual	DA 5130 4		199.20			199.20
1777	970	LIBERTY FARM, HOME & PET							
GENERAL FUND - TOWNWIDE			Contractual	A 1620 4		3.26			
GENERAL FUND - TOWNWIDE			Contractual	A 1962 4		118.67			121.93

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
1778	8196	DANA MCCARTHY						
GENERAL FUND - TOWNWIDE		Contractual		A 7310 4		70.00		70.00
1779	1499	MIRABITO ENERGY PRODUCTS						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5142 4		969.86		969.86
1780	681	MONTICELLO BLACKTOP CORP.	17140					
HIGHWAY CHIPS FUND		Capital Outlay		DC 5112 3		90,049.88		90,049.88
1781	681	MONTICELLO BLACKTOP CORP.	17129					
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Contractual		DB 5110 4		26,952.72		26,952.72
1782	681	MONTICELLO BLACKTOP CORP.						
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Contractual		DB 5110 4		142.91		142.91
1783	138	NYS UNEMPLOYMENT INSURANCE						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		EMPLOYEE BENEFIT		DA 9050 8		16.65		16.65
1784	727	NEW YORK TRUCK PARTS, INC.	17135					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		250.00		250.00
1785	7184	NORTH EAST PARTS GROUP, LLC	17137					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		298.44		298.44
1786	7184	NORTH EAST PARTS GROUP, LLC						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		11.54		11.54
1787	7184	NORTH EAST PARTS GROUP, LLC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		519.42		519.42
1788	7184	NORTH EAST PARTS GROUP, LLC						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		1.49		1.49
1789	155	N Y S A A	17256					
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1355 4		605.00		605.00
1790	3011	PAESANOS PIZZA						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		42.24		42.24
1791	387	PETTY CASH						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 6772 4		22.50		22.50
1792	8010	QUILL CORPORATION						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 5132 4		91.87		91.87
1793	3307	RESNICK ENERGY						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5142 4		6,437.58		6,437.58
1794	3152	RIEBER CARTING LLC						
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		403.85		403.85
1795	1007	ROSS ELECTRIC	17210					
GENERAL FUND - TOWNWIDE		Contractual		A 1620 4		445.36		445.36
1796	7511	SHERWIN WILLIAMS	17216					
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		856.10		856.10

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
1797	160	SCHMIDTS WHOLESALE, INC.	17130					
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	Contractual			DB 5110 4		1,208.23		1,208.23
1798	2200	SLACK CHEMICAL COMPANY INC	17166					
STEVENSVILLE WATER DISTRICT	Contractual			W3 8311 4		1,142.04		1,142.04
1799	1251	STAPLES ADVANTAGE						
GENERAL FUND - TOWNWIDE	CONTRACTUAL			A 1110 4		149.92		149.92
1800	420	TRADING POST - LIBERTY						
GENERAL FUND - TOWNWIDE	CONTRACTUAL			A 7020 4		50.96		50.96
1801	1251	STAPLES ADVANTAGE						
WATER AND SEWER OPERATIONAL FUND	Contractual			MO 8110 4		194.38		194.38
1802	5020	STEVENSVILLE WATER DIST.						
INDIAN LAKE WATER DISTRICT	CONTRACTUAL--DISTRICT TO DISTRW5			8310 419		800.25		800.25
1803	1720	SULLIVAN COUNTY - DPW	17131					
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	Contractual			DB 5110 4		1,675.05		1,675.05
1804	461	TOWN OF LIBERTY						
WATER AND SEWER OPERATIONAL FUND	Contractual			MO 8110 4		475.82		475.82
1805	554	TOWN OF LIBERTY/ RESERVE FUND						
LOOMIS SEWER DISTRICT	Contractual			S1 8110 4		655.00		
S. L. / BRISCOE CONSOLIDATED SEWER	Contractual			S2 8110 4		2,515.00		
YOUNGSHILL SEWER DISTRICT	Contractual			S4 8110 4		200.00		
LOOMIS WATER DISTRICT	Contractual			W1 8310 4		225.00		
FERNDAL WATER DISTRICT	Contractual			W2 8310 4		855.00		
STEVENSVILLE WATER DISTRICT	Contractual			W3 8310 4		1,541.00		5,991.00
1806	453	TRACTOR SUPPLY BUSINESS ACCOUNT						
WATER AND SEWER OPERATIONAL FUND	Contractual			MO 8110 4		83.97		
W.S.S. WATER DISTRICT	Contractual			W4 8310 4		59.99		143.96
1807	420	TRADING POST - LIBERTY						
GENERAL FUND - TOWNWIDE	Contractual			A 1962 4		191.23		191.23
1808	420	TRADING POST - LIBERTY						
WATER AND SEWER OPERATIONAL FUND	Contractual			MO 8110 4		98.20		
W.S.S. WATER DISTRICT	Contractual			W4 8310 4		40.97		139.17
1809	420	TRADING POST - LIBERTY						
GENERAL FUND - TOWNWIDE	CONTRACTUAL			A 7110 4		377.85		
GENERAL FUND - TOWNWIDE	CONTRACTUAL			A 7550 4		74.98		452.83
1810	420	TRADING POST - LIBERTY						
GENERAL FUND - TOWNWIDE	Contractual			A 1620 4		43.95		43.95
1811	420	TRADING POST - LIBERTY						
GENERAL FUND - TOWNWIDE	CONTRACTUAL			A 5132 4		10.67		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual			DA 5130 4		16.99		27.66
1812	1277	UDIG NY INC						
WATER AND SEWER OPERATIONAL FUND	Contractual			MO 8110 4		44.00		44.00

GENERAL FUND - TOWNWIDE

	ACCOUNT	ENC	AMOUNT
Pers. Ser.	A 1010 1		1,455.92
Contractual	A 1010 4		16.99
Per. Ser.	A 1110 1		9,717.14
CONTRACTUAL	A 1110 4		2,658.36
Per. Ser.	A 1220 1		5,279.27
CONTRACTUAL	A 1220 4		567.03
Per. Ser.	A 1310 1		2,830.60
CONTRACTUAL	A 1310 4		31.85
CONTRACTUAL	A 1330 4		16.10
Per. Ser.	A 1355 1		4,149.32
CONTRACTUAL	A 1355 4		709.03
Per. Ser.	A 1410 1		4,770.95
CONTRACTUAL	A 1410 4		626.70
Contractual	A 1420 4		5,500.00
CONTRACTUAL	A 1460 4		93.12
Contractual	A 1480 4		58.90
Contractual	A 1620 4		7,997.43
Contractual	A 1670 4		355.50
CONTRACTUAL	A 1680 4		9,558.45
Contractual	A 1920 4		100.00
Contractual	A 1930 4		12,974.73
Contractual	A 1962 4		1,702.29
Permit Fee/misc	A 3310 41		200.00
Per. Ser.	A 3510 1		1,780.85
CONTRACTUAL	A 3510 4		882.83
Per. Ser.	A 5010 1		5,218.24
CONTRACTUAL	A 5010 4		20.30
CONTRACTUAL	A 5132 4		1,769.94
Contractual	A 5182 4		1,053.05
CONTRACTUAL	A 6772 4		67.23
Per. Ser.	A 7020 1		6,833.05
CONTRACTUAL	A 7020 4		1,037.61
Per. Ser.	A 7110 1		7,544.28
CONTRACTUAL	A 7110 4		3,249.41
CONTRACTUAL	A 7111 4		78.00
CONTRACTUAL	A 7150 4		1,153.72
Contractual	A 7310 4		748.95
CONTRACTUAL	A 7550 4		12,196.83
Emp. Benefit	A 9030 8		3,715.96
Emp. Benefit	A 9050 8		212.00
Emp. Benefit	A 9060 8		48,180.03

167,111.96 *

167,111.96 **

TOWN - OUTSIDE VILLAGE

Contractual	B 1420 4		6,250.00
CONTRACTUAL	B 1930 4		2,802.28
Per. Ser.	B 3620 1		4,052.80
Contractual	B 3620 4		105.10
CONTRACT	B 3620 491		12,083.33
Per. Ser.	B 8020 1		250.00
Contractual	B 8020 4		41.58
Emp. Benefit	B 9030 8		326.93
Empl. Benefit	B 9060 8		5,231.73

31,143.75 *

31,143.75 **

	ACCOUNT	ENC	AMOUNT	
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				
Per. Ser.	DA 5130 1		4,628.00	
Contractual	DA 5130 4		10,606.43	
Contractual	DA 5142 4		7,407.44	
Emp. Benefits	DA 9030 8		352.47	
EMPLOYEE BENEFIT	DA 9050 8		16.65	
Emp. Benefit	DA 9060 8		19,880.58	
				42,891.57 *
				42,891.57 **
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1				
Per. Ser.	DB 5110 1		31,921.00	
Contractual	DB 5110 4		76,432.69	
Emp. Benefits	DB 9030 8		2,398.08	
Emp. Benefits	DB 9060 8		15,695.20	
				126,446.97 *
				126,446.97 **
HIGHWAY CHIPS FUND				
Capital Outlay	DC 5112 3		453,857.32	
				453,857.32 *
				453,857.32 **
CAPITAL - PARKS EQUIPMENT				
Equipment	HG 7110 3		1,768.00	
				1,768.00 *
				1,768.00 **
RESERVE - SWAN LAKE SEWER				
Capital Outlay	HX 8310 3		55,911.99	
				55,911.99 *
				55,911.99 **
FERNDALE LIGHT DISTRICT				
Contractual	L1 5182 4		359.09	
				359.09 *
				359.09 **
SWAN LAKE LIGHT DISTRICT				
Contractual	L2 5182 4		1,001.74	
				1,001.74 *
				1,001.74 **
W.S.S. LIGHT DISTRICT				
Contractual	L3 5182 4		439.82	
				439.82 *
				439.82 **
PARKSVILLE LIGHT DISTRICT				
Contractual	L4 5182 4		358.37	
				358.37 *
				358.37 **
LOCH SHELDRAKE ROAD LIGHT DISTRICT				
Contractual	L5 5182 4		356.85	
				356.85 *
				356.85 **

	ACCOUNT	ENC	AMOUNT	
WATER AND SEWER OPERATIONAL FUND				
Per. Ser.	MO 8110 1		18,573.07	
Contractual	MO 8110 4		6,800.09	
Emp. Benefits	MO 9030 8		1,398.96	
Emp. Benefits	MO 9060 8		17,787.89	
				44,560.01 *
				44,560.01 **
LOOMIS SEWER DISTRICT				
Contractual	S1 8110 4		1,982.55	
				1,982.55 *
				1,982.55 **
S. L. / BRISCOE CONSOLIDATED SEWER				
Contractual	S2 8110 4		24,793.48	
				24,793.48 *
				24,793.48 **
YOUNGSHILL SEWER DISTRICT				
Contractual	S4 8110 4		200.00	
				200.00 *
				200.00 **
INFIRMARY ROAD SEWER DISTRICT				
Contractual	S7 8110 4		28,983.14	
				28,983.14 *
				28,983.14 **
LOOMIS WATER DISTRICT				
Contractual	W1 8310 4		263.32	
				263.32 *
				263.32 **
FERNDAL E WATER DISTRICT				
Contractual	W2 1930 4		26,330.34	
Contractual	W2 8310 4		1,076.06	
				27,406.40 *
				27,406.40 **
STEVENSVILLE WATER DISTRICT				
Contractual	W3 8310 4		5,220.75	
Contractual	W3 8311 4		5,565.53	
				10,786.28 *
				10,786.28 **
W.S.S. WATER DISTRICT				
Contractual	W4 8310 4		367.85	
				367.85 *
				367.85 **
INDIAN LAKE WATER DISTRICT				
CONTRACTUAL--DISTRICT TO DISTR	W5 8310 419		800.25	
				800.25 *
				800.25 **
COLD SPRING ROAD WATER DISTRICT				
Contractual	W6 8310 4		261.00	
				261.00 *
				261.00 **

	ACCOUNT	ENC	AMOUNT
ROUTE 55 WATER DISTRICT			
Contractual	W7 8310 4		38.32

38.32 *

38.32 **

1,022,090.03 ***

TO THE SUPERVISOR:

I certify that the vouchers listed above were audited by the TOWN BOARD and allowed in the amounts shown. You are hereby authorized and directed to pay to each of the claimants the amount opposite his name. Claims # to claims # audited on . Claims # to claims # audited on . All other claims were authorized under Blanket Resolution adopted by the Town Board on February 11, 1988.

DATE

TOWN CLERK

APPROVED AND ORDERED PAID THIS day of ,

SUPERVISOR

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

GL VOUCH#	VEND#	CLAIMANT NAME/ADDRESS	ACCOUNT	AMOUNT	CHECK#	CHECK AMOUNT
296	3158 DATE: 9/05/25	CONGREGATION MAGEN SHOUL	A 400	250.00	3175	250.00
297	758 DATE: 9/05/25	TOWN OF LIBERTY	HX 202	9,034.71	25090503	9,034.71
298	758 DATE: 9/05/25	TOWN OF LIBERTY	HX 202	2,698.50	25090502	2,698.50
299	7032 DATE: 9/05/25	DELAWARE ENGINEERING, D.P.C.	TA 95	5,326.25	1957	5,326.25
300	1770 DATE: 9/10/25	EMPLOYEES OF THE TOWN OF LIBERTY	TP 10	79,864.82	25091002	79,864.82
301	1227 DATE: 9/10/25	FIRST NATL. BANK OF JEFFERSONVILLE	TP 10	26,914.37	25091003	26,914.37
302	285 DATE: 9/10/25	PAYROLL TRUST & AGENCY ACCOUNT	TP 10	10,719.46	25091004	10,719.46
303	753 DATE: 9/10/25	TOWN OF LIBERTY	TP 10	778.76	68931	778.76
304	758 DATE: 9/10/25	TOWN OF LIBERTY	TP 10	555.14	68932	555.14
305	758 DATE: 9/10/25	TOWN OF LIBERTY	TP 10	285.97	68933	285.97
306	2009 DATE: 9/10/25	SULLIVAN COUNTY SUPPORT COLLECTION	TP 10	707.36	68934	707.36
307	1920 DATE: 9/10/25	N.Y.S. INCOME TAX BUREAU	TW 21	4,624.61	25091005	4,624.61
308	310 DATE: 9/10/25	USCM/ NORTHEAST	TW 28	2,428.94	25091006	2,428.94
309	703 DATE: 9/12/25	STATE COMPTROLLER	A 690	33,886.50	3177	33,886.50
310	4042 DATE: 9/12/25	VILLAGE OF LIBERTY	A 690	560.00	3178	560.00
311	2770 DATE: 9/18/25	EBONI PENN-COSENTINO	A 400	100.00	3179	100.00
312	8907 DATE: 9/18/25	THE ARC GREATER HUDSON VALLEY	A 400	100.00	3180	100.00
313	5228 DATE: 9/22/25	PAULETTE COLON STERN	A 400	100.00	3182	100.00
314	1770 DATE: 9/24/25	EMPLOYEES OF THE TOWN OF LIBERTY	TP 10	82,148.76	25092402	82,148.76

GL VOUCH#	VEND#	CLAIMANT NAME/ADDRESS	ACCOUNT	AMOUNT	CHECK#	CHECK AMOUNT
315	1227	FIRST NATL. BANK OF JEFFERSONVILLE DATE: 9/24/25	TP 10	28,204.92	25092403	28,204.92
316	285	PAYROLL TRUST & AGENCY ACCOUNT DATE: 9/24/25	TP 10	11,091.31	25092404	11,091.31
317	758	TOWN OF LIBERTY DATE: 9/24/25	TP 10	778.76	68997	778.76
318	758	TOWN OF LIBERTY DATE: 9/24/25	TP 10	555.14	68998	555.14
319	758	TOWN OF LIBERTY DATE: 9/24/25	TP 10	285.97	68999	285.97
320	2009	SULLIVAN COUNTY SUPPORT COLLECTION DATE: 9/24/25	TP 10	707.36	69000	707.36
321	1920	N.Y.S. INCOME TAX BUREAU DATE: 9/24/25	TW 21	4,866.99	25092405	4,866.99
322	310	USCM/ NORTHEAST DATE: 9/24/25	TW 28	2,517.90	25092406	2,517.90
323	578	AFLAC NEW YORK DATE: 9/25/25	TW 29	1,184.74	25092507	1,184.74
324	1910	N.Y.STATE & LOCAL RETIREMENT SYSTEM DATE: 9/26/25	TW 18	6,187.59	25092602	6,187.59
						317,464.83 **

ACCEPTED/APPROVED THIS _____ DAY OF _____,
 CLAIMS FROM #_____ TO #_____ TOTALING: \$_____

 SUPERVISOR

 COUNCILPERSON

 COUNCILPERSON

 COUNCILPERSON

 COUNCILPERSON

	ACCOUNT	AMOUNT	
GENERAL FUND - TOWNWIDE			
Refundable Deposits	A 400	550.00	
Clearing Account	A 690	34,446.50	34,996.50 *
			34,996.50 **
RESERVE - SWAN LAKE SEWER			
Cash from EFC	HX 202	11,733.21	11,733.21 *
			11,733.21 **
TRUST AND AGENCY			
Escrow account	TA 95	5,326.25	5,326.25 *
			5,326.25 **
PAYROLL ACCOUNT			
Payroll	TP 10	243,598.10	243,598.10 *
			243,598.10 **
PAYROLL WITHHOLDING			
Retirement	TW 18	6,187.59	
N.Y.S. Income Tax	TW 21	9,491.60	
PEBSCO - Deferred Compensation	TW 28	4,946.84	
AFLAC Contributions	TW 29	1,184.74	
			21,810.77 *
			21,810.77 **
			317,464.83 ***

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	AMOUNT	CHECK#
1599	7023	DELTA DENTAL OF NEW YORK		139.00	25091200
1600	5403	CHARTER COMMUNICATIONS		110.00	66622
1601	3038	CONSTELLATION ENERGY SVC OF NY		872.00	66599
1602	130	VERIZON		294.75	66536
1603	643	VERIZON SELECT SERVICES INC.		2.46	66551
1604	110	NYSE&G		745.70	66535
1605	7023	DELTA DENTAL OF NEW YORK		349.00	25091900
1606	5407	CHARTER COMMUNICATIONS		44.00	66657
1607	3038	CONSTELLATION ENERGY SVC OF NY		2.93	66656
1608	3038	CONSTELLATION ENERGY SVC OF NY		147.82	66656
1609	3038	CONSTELLATION ENERGY SVC OF NY		323.63	66656
1610	110	NYSE&G		338.24	66654
1611	110	NYSE&G		538.40	66654
1612	110	NYSE&G		953.35	66654
1613	110	NYSE&G		2,613.57	66654
1614	110	NYSE&G		511.06	66654
1615	110	NYSE&G		323.50	66654
1616	658	VERIZON WIRELESS		75.98	66655
1617	658	VERIZON WIRELESS		80.62	66655
1618	658	VERIZON WIRELESS		31.25	66655
1619	658	VERIZON WIRELESS		37.99	66655
1620	380	PAYROLL ACCOUNT		115,112.29	25092300
1621	1227	FIRST NATL. BANK OF JEFFERSONVILLE		8,659.93	25092301
1622	7023	DELTA DENTAL OF NEW YORK		764.00	25092600
1623	5404	CHARTER COMMUNICATIONS		119.99	66665
1624	8111	CHARTER COMMUNICATIONS		119.99	66666
1625	1096	CHARTER COMMUNICATIONS		190.56	66661
1626	3038	CONSTELLATION ENERGY SVC OF NY		181.06	66663

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	AMOUNT	CHECK#
1627	3038	CONSTELLATION ENERGY SVC OF NY		2,711.55	66663
1628	110	NYSE&G		1,508.61	66658
1629	110	NYSE&G		343.72	66658
1630	110	NYSE&G		4,911.15	66658
1631	130	VERIZON		935.84	66659
1632	658	VERIZON WIRELESS		304.70	66660
1633	4032	VILLAGE OF LIBERTY WATERWORKS		292.56	66664
1634	2608	BBG, INC		7,500.00	66662
				152,191.20	**

POST AUDIT ACCEPTED/APPROVED THIS day of ,

CLAIMS FROM #: TO #: TOTALING :

SUPERVISOR

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

Dear Supervisor Frank DeMayo,

Hello, and thank you for all you and your colleagues do for residents and visitors to the Town of Liberty, New York.

The Liberty, NY Rotary Club would like to donate a Little Free Library to the township. Rotarians will assemble the kit and provide it to you. Also, we will supply the first set of books. Depending on approval and installation details, there may be a need for a post to support the Little Free Library structure.

Liberty Rotary Club has an association with Hanofee Park. If this donation is accepted, would you be able to let the Little Free Library be installed at Hanofee Park? We would be happy to collaborate on the choice of locations and the installation details.

On behalf of the club, thank you for your time. We look forward to hearing from you. As the point person, my contact information is Hope Blecher Croney, 908-917-0072, hope@hopescompass.org.

Sincerely,

Hope

Hope Blecher Croney
Liberty, NY Rotary Club
Little Free Library Committee

PLANNING SERVICES AGREEMENT
between
Genius Loci Planning and the Town of Liberty, New York

This agreement is between the Genius Loci Planning, 1796 County Hwy 6, Bovina Center, NY, (hereinafter referred to as the "GLP") and the Town of Liberty, 120 North Main St. Liberty, NY 12754 (hereinafter referred to as the "Town").

WHEREAS, the Town desires to engage GLP to perform certain professional and technical services;

WHEREAS, Peter Manning, Principal, GLP is qualified, and has agreed to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein and for other good and valuable consideration, the parties do hereby agree as follows:

1. SERVICES TO BE PERFORMED

The Town agrees to engage GLP and GLP agrees to provide professional planning assistance as set forth in Appendices 1 and 2, attached hereto.

TOWN RESPONSIBILITIES

The town will be responsible for:

- Establishing a Comprehensive Plan Committee
- Convening and posting project meetings in compliance with Open Meetings Law
- Printing or printing costs directly affiliated with the project
- Working with GLP to assist as needed the coordination of mapping services with Sullivan County
- Working with GLP to assist as needed the coordination of the required county referral process with Sullivan County

2. PERIOD OF SERVICES

The period of services for this agreement begins October 19, 2025 (or on date of supervisor's signature) and continues until October 19, 2027, unless otherwise amended by mutual written agreement between GLP and the Town.

3. COSTS/PAYMENT SCHEDULE

GLP will charge \$67.50 per hour for work performed under this contract in an amount not to exceed \$43,350 and to include travel time to and from meetings as required to fulfill the obligations of this contract. There are no charges for mileage. GLP will submit monthly or bi-monthly invoices to the Town, with payments to be issued within 30 days of receipt of invoice.

GLP agrees to execute the work diligently according to the terms of this contract.

This contract and any appendices attached hereto are the entire agreement of the parties and supersede any agreement, oral or written, pertaining hereto. This contract may be amended in writing signed by both parties. This contract may be terminated for convenience by either party by notification in writing to the other party. The Town shall, upon such termination, be responsible for payment for services rendered up to the time of such notification.

4. NO ASSIGNMENT

In accordance with the provisions of General Municipal Law §109, GLP is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title and interest in this Agreement, or its power to execute this Agreement, to any other person or entity without the prior written consent of the Town.

5. INCORPORATION OF LEGALLY REQUIRED PROVISIONS

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any provision is not inserted through mistake or otherwise, then upon application of either party, this Agreement shall be physically amended forthwith to make such insertion.

6. MODIFICATION AND WAIVER

No modification or waiver of any of the terms of this Agreement, including this provision, shall be valid unless in writing and signed by the party sought to be charged. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

7. INVALIDITY AND SURVIVAL

If any of the provisions of this Agreement shall be held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

8. ENTIRE AGREEMENT

This Agreement sets forth all of the promises, representations, warranties, covenants, agreements, conditions and understandings relative to the transaction set forth herein, and neither the Town nor the Contractor are reliant upon any promises, representations, agreements, conditions, covenants or understandings, either oral or written, other than those expressly set forth herein.

9. APPENDICES

Two appendices collectively outline Professional Services, Plan Contents, Project Timeline, Estimated Costs; and Objectives, Budget Categories, Tasks, Performance Measures:

Appendix 1 - Town and Village of Liberty Comprehensive Plan Project (GLP)

Appendix 2 - Town and Village of Liberty Comprehensive Plan Work Plan (NYSDOS)

10. SIGNATURE

GENIUS LOCI PLANNING



Peter Manning, Principal

October 1, 2025
Date

FOR THE TOWN OF LIBERTY

Frank DeMayo, Supervisor

Date

Appendix 1
Town and Village of Liberty Comprehensive Plan Project

- 1) Professional Services
- 2) Plan Contents
- 3) Scope, Timeline, and Estimated Costs
- 4) Town/ Village and County Roles
- 5) SEQR

Professional Services

- Designing and leading meetings and workshops of the Comprehensive Plan Committee (CPC)
- Conducting research and inventory and presenting findings on existing planning and related documents and topics to be incorporated into the plan
- Guiding discussion to establish consensus on proposed content and its presentation in the plan
- Coordinating and obtaining GIS maps from Sullivan County
- Attendance and participation at required public hearings
- Drafting of resolutions to include SEQR determination, and adoption of the comprehensive plan
- Interviews with community stakeholders and key personnel
- Organizing and conducting two public workshops
- Drafting all sections of the comprehensive plan
- Meeting requirements under NYS General Municipal Law §239-m
- Meeting requirements of NYCRR Part 617 (SEQR) (see 6 below)

Plan Contents

In cooperation with the CPC, develop the sections of the plan:

- Vision statement
- Introduction (purpose statement, discussion of existing planning documents)
- Plan Overview (contents; public participation component; SEQR classification; background and process, including meetings and public outreach)
- Setting (geography; history; land use; regional influences)
- Theme Development (identification and discussion of major themes that reflect vision statement and inform the goals and objectives of plan sections)
- Socioeconomic conditions (census data – population statistics and demographics, related info)
- Topical sections of the plan -- each to include inventory information, summaries of existing conditions, goals, objectives and/or recommendations: Cultural, Historical, and Recreational Resources; Natural/ Environmental Resources; Residential Areas; Commercial Mixed-Use Areas Economic Development; Community Services; Transportation; Land Use
- Implementation (chart of objectives, short-, mid-, long-term; responsible parties; and funding resources)
- Reference materials and appendices

Scope, Estimated Timeline, and Estimated Costs for Planning Services

Month	Project Component	Cost
1	Project Kickoff Meeting (Overview; Statutory Requirements and Local Flexibility; Public Involvement; Project Components)	600
1-2	Review of existing comprehensive plan and related documents	600
2-3	Survey development and distribution in cooperation with munis	600
3	Public workshop (to solicit input for goals and recommendations)	600
1-10	Design/ lead 20 CPC meetings (10 Zoom; 10 in-person)	6000
3-6	Research, Draft/ write/ illustrate baseline sections of plan (History, Demographics, Socio-Economic; Geog. Setting; Vision)	7000
6-10	Research, Draft/ write/ illustrate plan topical sections (see above)	9000
Ongoing	Project Communications and Administration	2225
3-12	Review, editing, formatting and completion of plan	2500
12	Two public hearings (one CPC, one TB)	1000
12	Facilitate county review and complete SEQR	1000
12-14	Cost contingencies (e.g. revisions to draft plan, extended focus on particular issues, additional content or meetings)	5000
	Subtotal	36125
	Overhead 20%	7225
	Total Estimated Cost	\$43,350

Town/ Village and County Roles

- The town and village are expected to establish the Comprehensive Plan Committee. Assistance can be provided as needed. The schedule of meetings has been outlined to include two meetings per month for approximately 10 months. A chairperson is recommended, as is an additional person to take meeting notes and distribute.
- It is recommended the town/ village create a comprehensive plan project page on their website(s)
- The town and village shall publicize meetings; print and copy project materials and assist with survey distribution and tabulation, and.
- This scope and estimate are based on Sullivan County GIS services supplying a series of baseline maps as part of their service to the municipalities.

SEQR (State Environmental Quality Review)

It is envisioned that the SEQR requirements will consist of a Full Environmental Assessment Form and an extended narrative to support a negative declaration. If the project results in outcomes that dictate an Environmental Impact Statement is needed to accompany a positive declaration, costs may increase accordingly.

Appendix 2 Town and Village of Liberty Comprehensive Plan Work Plan (NYSDOS)

SUMMARY

PROJECT NAME: Town and Village Joint Comprehensive Plan

CONTRACTOR SFS PAYEE NAME: Town of Liberty

CONTRACT PERIOD: From: 01/01/2025
To: 12/31/2029

AWARD AMOUNT: \$21,675

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

The Town and Village of Liberty is located within Sullivan County approximately 100 miles Northwest of NYC. The project focus is to hire professional planning services for shared review and update the joint comprehensive plan. The current plan is 17 years old and in need of review. Liberty's town and village have shown modest growth since the pandemic. This population increase is reflected in the schools as well. Liberty Central is one of a few districts in Mid-Hudson to show an increase in student population. The face of the community is changing. The latest census data indicates the Hispanic population has grown significantly with the village's Hispanic population nearing 44%. The Orthodox Jewish Population has increased as well, and this community has submitted plans for new schools and housing developments. Moreover the average resident age is hovering at 33 years old. To meet the needs of a growing diverse population it's vital that the town, village, and public re-examine the comp plan. This review will help both governments set policy, target better sources of funding for community needs, and enhance quality of life for all Liberty residents.

The town and village joint comprehensive plan is 17 years old. Given the population growth, significant changes to demographics, and increased development in the area, updating the comp plan is imperative to meet the needs of this changing community. Additionally, this updated plan will provide a valuable tool for the town, village, and residents to plan for smart development and future progress. The current estimate for this update is \$43,350. Funding through the Local Government Efficiency program will greatly reduce the financial burden on both municipalities, show the public our commitment and financial responsibility, and ensure this plan is followed through to completion.

Updating the comp plan will afford Liberty the opportunity to review current information technology capabilities, and provide insight on upgrading those systems in the future. Additionally, a review will provide insight on existing water consumption, where, if needed, to find new sources of water, and possibly review the current intermunicipal water/wastewater agreement.

OBJECTIVE	BUDGET CATEGORY/	TASKS	PERFORMANCE MEASURES
1. Introduction meeting	Contractual Services	a. Consultant selection (Consultant Peter Manning from Genius Loci Planning has been selected) b. Select committee members c. Conduct project kickoff and introductory meeting	i. Select consultant and execute contract, copy to DOS ii. Form committee iii. Hold kickoff meeting iv. Receive feedback from committee and public
2. Review Existing Plans	Contractual Services	a. Review current Comp Plan and related documents	i. Review Comp Plan and related documents
3. Survey Development	Contractual Services	a. Develop community survey	i. Complete survey ii. Distribute survey, townwide
4. Public Workshop	Contractual Services	a. Compile survey results b. Prepare results to be presented at public workshop c. Schedule public workshop	i. Hold public workshop
5. Design	Contractual Services	a. Consultant and committee meet to develop the comp plan	i. Hold committee meetings (20)
6. Professional Services	Contractual Services	a. Research, draft, and illustrate draft baseline sections	i. Receive feedback from committee and public on draft baseline sections

7. Professional Services	Contractual Services	a. Research, draft, and illustrate draft topical sections	i. Receive feedback from committee and public on draft topical sections
8. Project Administration and communication	Contractual Services	a. Communicate with the Town Board and Public as to the progress of the Comp Plan update b. Administer necessary paperwork, payment requests, etc. and communicate with local government	i. Receive feedback from public, committee, Town Board ii. Submit payment requests to DOS as necessary
9. Review and Finalize Plan	Contractual Services	a. Review, edit, and complete comp plan	i. Submit draft plan, copy to DOS for comment
10. Public Hearings	Contractual Services	a. Schedule two public hearings b. Gather public feedback	i. Conduct two public hearings (one with Comp Plan committee and one with Town Board)

- | | | | |
|-------------------|----------------------|--|---|
| 11. County Review | Contractual Services | a. Complete SEQR process
b. Facilitate County review | i. Submit SEQR review, copy to DOS
ii. Submit plan to Town Board and County for review and comment |
| 12. Contingency | Contractual Services | a. Complete any revisions to plan after comment from Board and DOS
b. Finalize plan | i. Submit Final Plan, copy to DOS |

supervisordemayo townofliberty.org

From: Ferguson, Amy (DOS) <Amy.Ferguson@dos.ny.gov>
Sent: Wednesday, October 1, 2025 10:26 AM
To: supervisordemayo townofliberty.org; n.rusin townofliberty.org; Ublacker, Carl (DOS)
Subject: RE: LGE grant

Good morning Frank – we continue to wait for procurement to be complete from our fiscal office here at DOS. Once that's complete, we will get the work plan and budget approved and have a full complete contract for you all. But as we talked about, you can move forward on your end, as your contract will start Jan 1, 2025.

We'll be in touch when we have procurement, but any questions prior to that, please don't hesitate to reach out.

From: supervisordemayo townofliberty.org <supervisordemayo@townofliberty.org>
Sent: Monday, September 29, 2025 1:49 PM
To: Ferguson, Amy (DOS) <Amy.Ferguson@dos.ny.gov>; n.rusin@townofliberty.org; Ublacker, Carl (DOS) <Carl.Ublacker@dos.ny.gov>
Subject: RE: LGE grant

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good Morning Amy,

I hope all is well.

I'm just following up with regards to next steps so we can continue to move forward.

Thanks for your assistance.

Enjoy the day!
Frank

Frank DeMayo
Town of Liberty Supervisor
120 N Main Street
Liberty NY 12754
(845) 292-5111

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From: supervisorde mayo townofliberty.org
Sent: Wednesday, September 10, 2025 3:03 PM
To: Ferguson, Amy (DOS) <Amy.Ferguson@dos.ny.gov>; n.rusin townofliberty.org <n.rusin@townofliberty.org>; Ublacker, Carl (DOS) <Carl.Ublacker@dos.ny.gov>
Subject: RE: LGE grant

Good Afternoon Amy,

We met with Peter this morning and all looks good. Just a heads up, Peter is planning to begin the Comprehensive Plan exercise the end of October - beginning of November and the project is anticipated to be completed within 12-14 months.

Thanks for the information on coterminous consolidation and for all your assistance and we look forward to working with DOS on this very important project for the Town and Village of Liberty.

Be well,
Frank

Frank DeMayo
Town of Liberty Supervisor
120 N Main Street
Liberty NY 12754
(845) 292-5111

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From: Ferguson, Amy (DOS) <Amy.Ferguson@dos.ny.gov>
Sent: Friday, September 5, 2025 12:12 PM
To: n.rusin townofliberty.org <n.rusin@townofliberty.org>; Ublacker, Carl (DOS) <Carl.Ublacker@dos.ny.gov>; supervisorde mayo townofliberty.org <supervisorde mayo@townofliberty.org>
Subject: RE: LGE grant

Thank you all for a productive kick off meeting. I've attached drafts of the budget and work plan based on your grant application. If you both and Peter Manning want to review for any changes since you completed the application, or any revisions in general, and if there are any, please feel free to mark these documents up or send us any comments back via email. If they look good, we will submit them to our fiscal dept for review and approval.

Also regarding your potential coterminous consolidation, I've included a couple of links to some useful information.

[Local Government Efficiency Citizens Re-Organization Empowerment Grant \(CREG\) Program | Department of State](#)
[Dissolve a Village | Department of State](#)

For the Citizen Empowerment Tax Credit (CETC), here's a bit of information:

This is additional *annual* aid to reorganized local governments, equal to 15% of the combined real property taxes levied by each municipality involved in the consolidation or dissolution, not to exceed \$1,000,000. At least 70% of aid must be used for property tax relief.

Thanks, and looking forward to working with you both!

Amy

From: n.rusin townofliberty.org <n.rusin@townofliberty.org>
Sent: Tuesday, September 2, 2025 10:32 AM
To: Ferguson, Amy (DOS) <Amy.Ferguson@dos.ny.gov>; Ublacker, Carl (DOS) <Carl.Ublacker@dos.ny.gov>;
supervisordemayo@townofliberty.org
Subject: RE: LGE grant

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Amy,

Thank very much and we truly apologize for the conflict. May we reschedule for Friday morning the 5th at 10am ?
Thank you !

From: Ferguson, Amy (DOS) <Amy.Ferguson@dos.ny.gov>
Sent: Tuesday, September 2, 2025 10:23 AM
To: n.rusin townofliberty.org <n.rusin@townofliberty.org>; Ublacker, Carl (DOS) <Carl.Ublacker@dos.ny.gov>;
supervisordemayo@townofliberty.org <supervisordemayo@townofliberty.org>
Subject: RE: LGE grant

Sure - we could do Friday 5th as most of the day is open or Monday 8th in the afternoon. Let us know which is better for you all.

Thanks,

From: n.rusin townofliberty.org <n.rusin@townofliberty.org>
Sent: Tuesday, September 2, 2025 10:18 AM
To: Ferguson, Amy (DOS) <Amy.Ferguson@dos.ny.gov>; Ublacker, Carl (DOS) <Carl.Ublacker@dos.ny.gov>;
supervisordemayo@townofliberty.org
Subject: RE: LGE grant

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Amy,

Would It possible to re-schedule our virtual meeting to Friday the 5th or Monday the 8th ? Sorry for any inconvenience we had a conflict arise in our schedules. Thank you.

From: Ferguson, Amy (DOS) <Amy.Ferguson@dos.ny.gov>
Sent: Friday, August 22, 2025 10:55 AM

To: Ublacker, Carl (DOS) <Carl.Ublacker@dos.ny.gov>; n.rusin townofliberty.org <n.rusin@townofliberty.org>;
supervisordemayo townofliberty.org <supervisordemayo@townofliberty.org>

Subject: LGE grant

Hi Frank and Nick – pleasure talking with you this morning. I double checked on the MWBE requirement and your grant is exempt because your grant funds are under the \$25,000, so that's great! Sorry to have caused any unnecessary confusion on that.

Regarding our virtual meeting, we talked about Thursday Sept 4th working for both of you and that works on our end, how about 10 or 11am?

Let me know if either time works or if one is better than the other.

Thanks and looking forward to working with you both,

AMY FERGUSON

Local Government Specialist 1

New York Department of State

Division of Local Government Services

One Commerce Plaza, 99 Washington Avenue, Suite 1130, Albany, NY 12231

Office: (518) 457-9054 | amy.ferguson@dos.ny.gov | www.dos.ny.gov

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT ("Agreement"), dated _____, 2025 (the "Effective Date") is entered into by and between the **LIBERTY CENTRAL SCHOOL DISTRICT**, by and through the Board of Education thereof, with offices at 115 Buckley Street, Liberty, NY 12754 (the "District") and the **TOWN OF LIBERTY** by and through the Town Board, with offices at 120 North Main Street, Liberty, NY 12754 (the "Town") (hereinafter individually "Party", and together "Parties").

WHEREAS, the Parties are municipal corporations authorized to enter into intermunicipal agreements pursuant to Article 5-G of the New York State General Municipal Law to carry out any function or responsibility each has the authority to undertake alone; and

WHEREAS, the Town wishes to support and assist the District to respond to certain emergencies and disasters, as may arise; and

WHEREAS, the District wishes to support and assist the Town to respond to certain emergencies and disasters, as may arise; and

WHEREAS, the District finds it appropriate and cost-effective to provide the Town access to the District's equipment, buildings and grounds to provide services in the event of certain emergencies or disasters; and

WHEREAS, the Town finds it appropriate and cost-effective to provide the District access to the Town's equipment, buildings and grounds to provide services in the event of certain emergencies or disasters; and

WHEREAS, the District and Town mutually desire and are authorized to enter into an agreement to allow the Parties to access the Parties' equipment, buildings and grounds, as needed, to provide Emergency Services (as defined herein) in order for the Parties to respond to certain emergencies and disasters; and

WHEREAS, an emergency or disaster shall mean an event or occurrence which impairs the Parties' abilities to safely operate or endangers the health, safety and welfare of the Parties' employees, staff, visitors, residents and students, as applicable; and

WHEREAS, "Emergency Services" shall be defined as services to be provided by the Town to the District, and by the District to the Town, including necessary supplies and equipment, as a result of an emergency or disaster which prevents or impairs the Parties' abilities to safely operate or are otherwise needed to ensure the health, safety and welfare of the Parties' employees, staff, visitors, residents and students, as applicable; and

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, it is AGREED by and between the Parties as follows:

1. **Emergency Services.** The Parties agree that, upon electronic, telephone, or in-person communication from the District to the Town, or from the Town to the District, the responding Party shall be permitted access to the requesting Party's equipment, buildings and grounds to provide Emergency Services as requested. The Parties agree that they shall exercise reasonable care in conducting their respective activities in furtherance of providing Emergency Services. Notwithstanding the foregoing, each Party, in its sole discretion, may request Emergency Services from a third-party as needed, either as an alternative to or in addition to Emergency Services from one another.
2. **Costs of Material and Services.** Each Party shall bear their respective costs related to labor and equipment used in furtherance of providing Emergency Services. The cost of any materials used in further of providing Emergency Services shall be borne by the Party requesting such Emergency Services.
3. **Indemnification.** Each Party agrees to defend, indemnify and hold the other Party, its officers, employees, and agents, harmless, at all times during and after the term of this Agreement, from and against all claims, damage, losses, and expenses (including without limitations, reasonable attorneys' fees) arising from, or in any way connected with the negligent or intentional acts or omissions of, or a breach of any term or condition contained in this Agreement by the indemnifying Party, its employees, agents or representatives.
4. **Term.** This Agreement shall commence on or about the Effective Date and continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for additional one (1) year terms unless otherwise terminated as provided herein. Either party may terminate this agreement upon thirty (30) days' written notice to the other party.
5. **Compliance with Law.** The Parties agree that they shall comply with all applicable federal, state, and local laws and all other applicable resolutions, ordinances, codes, rules, and regulations.
6. **Choice of Law and Venue.** This Agreement is governed by the laws of the State of New York and any legal action filed concerning the enforcement or interpretation of this Agreement shall be brought in the state or federal courts, as applicable, located in Sullivan County, New York.
7. **Entire Agreement.** This Agreement is subject to the approval of the governing bodies of the Parties. The foregoing constitutes the entire Agreement between the parties and supersedes any and all prior proposals, negotiations, and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by both parties.
8. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, all of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date first written above.

LIBERTY CENTRAL SCHOOL DISTRICT

By: _____ Dated: _____
Dr. Patrick Sullivan, Superintendent of Schools

Date of Authorizing Resolution: _____

Town of Liberty

By: _____ Dated: _____

Date of Authorizing Resolution: _____

[Signature Page to Intermunicipal Agreement]

supervisordemayo townofliberty.org

From: Sasha Lukovenko <sasha@solarsimplified.com>
Sent: Monday, September 8, 2025 1:07 PM
To: supervisordemayo townofliberty.org; n.rusin townofliberty.org
Cc: Kim Danna
Subject: Re: Thank You for Having Us

Hi Frank,

I understand the Town is focused on the tech overhaul, but I want to emphasize that Community Solar requires very little effort on Liberty's part — once the agreement is signed, our team manages all outreach, enrollment, and administration.

Because NYSEG's capacity is limited and filling quickly, waiting risks residents missing out on guaranteed monthly savings and the chance to advance the Town's sustainability goals.

If you support the program, please sign the agreement at your earliest convenience. That way, we can launch the campaign right away and give Liberty's residents the opportunity to lock in their spots and savings.

Best,
Sasha



On Mon, Sep 8, 2025 at 6:14 AM supervisordemayo townofliberty.org
<supervisordemayo@townofliberty.org> wrote:

Good Morning Sasha,

We are going through a major overhaul of our in house technology programming at this time that will consume our time throughout this month. We will visit the possibility of the Community Solar program sometime again in October.

Thanks and be well.

Frank

Frank DeMayo

Town of Liberty Supervisor

120 N Main Street

Liberty NY 12754

(845) 292-5111

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From: Sasha Lukovenko <sasha@solarsimplified.com>

Sent: Friday, September 5, 2025 11:25 AM

To: supervisorordemayo townofliberty.org <supervisorordemayo@townofliberty.org>; n.rusin townofliberty.org <n.rusin@townofliberty.org>

Cc: Kim Danna <kim@solarsimplified.com>

Subject: Re: Thank You for Having Us

Hi Frank,

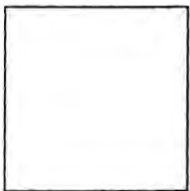
I wanted to follow up on our presentation. Residents' enthusiasm made it clear there's strong interest, and you have a real opportunity to deliver meaningful savings and sustainability benefits to Liberty.

We'd like to know whether you've decided to move forward. If the program has been approved, the next step is executing the agreement so we can begin outreach and start providing these benefits to residents right away.

Could you please let us know where things stand at your earliest convenience, so we can plan accordingly?

Best,

Sasha



From: Kim Danna <kim@solarsimplified.com>
Sent: Friday, August 22, 2025 10:36 AM
To: supervisordemayo townofliberty.org
Cc: Sasha Lukovenko; n.rusin townofliberty.org
Subject: Thank You for Having Us
Attachments: Community Solar Municipality Services Agreement.docx

Hi Frank and Council Members,

Thank you again for the opportunity to present our community solar program to you and your constituents. It was energizing to see so many residents engaged and asking insightful questions — a clear sign that energy affordability and sustainability are top of mind in Liberty.

With energy costs continuing to rise, this is a pivotal moment to bring residents much-needed financial relief while also supporting the Town's sustainability goals.

Our program provides several key benefits for residents:

- **Guaranteed savings:** Up to 20% savings applied directly to NYSEG bills.
- **Completely risk-free:** No fees, no upfront costs, and the ability to cancel at any time.
- **Opt-in program:** Participation is voluntary, with month-to-month contracts.

We're proud to offer New York's highest residential discounts — 10% for all customers and 20% for low-to-moderate income households — locked in for the lifetime of the projects. Just as importantly, we work exclusively through trusted municipal partnerships. We never rely on door-to-door sales or unsolicited mail. Instead, we prioritize education, transparency, and ongoing community engagement.

As discussed, our program aligns well with Liberty's sustainability goals and can directly support your ongoing efforts towards NYSEDA's Clean Energy Communities (CEC) program. We've worked hands-on with many municipalities across the state to both implement community solar and achieve highest participation tiers, unlocking valuable grant funding in the process. We would love to do the same for Liberty.

Attached is our Municipal Services Agreement for your review. Once we execute it, we can begin building the outreach campaign and start delivering real savings and clean energy benefits to Liberty residents.

Please don't hesitate to reach out with any questions — we're excited to move forward and support your community.

Best,
Kim

Kim Danna

Community Solar Program Manager
kim@solarsimplified.com
www.solarsimplified.com



MUNICIPALITY SERVICES AGREEMENT

This Marketing Services Agreement ("Agreement") is between Solar Simplified, LLC ("Company") and the _____ ("Municipality"), each individually referred to as Party and jointly as Parties.

Term: This Agreement shall commence on _____ ("Effective Date") and continue for an initial term of twelve (12) months, which initial term shall automatically be extended for a period of twelve (12) months unless terminated by either Party. The Agreement may be terminated by either Party for any reason with a 30-day notice. Company may pause its performance of Services with 24-hour notice for compliance or regulatory reasons.

Services. Company will solicit Municipality residents and businesses to participate in Community Solar Program(s) ("Program"). During the Term of this Agreement, Municipality shall grant to Solar Simplified an exclusive license to use any necessary branding (including but not limited to names, logos, and letterhead) and any other intellectual property necessary for Solar Simplified to perform the Services, including, specifically, for marketing purposes. This license will terminate upon the termination or expiration of this Agreement. The Parties shall seek to issue, where appropriate, joint press release statements or other such public announcements concerning Solar Projects. During the Term of this Agreement, Company shall be the exclusive marketing agent retained by the Municipality in connection with marketing community solar services and products.

Payment. Company shall pay Municipality a one-time acquisition fee of \$50 per enrolled community solar Customer. Payment shall be made on the month following receipt of payment for Customer(s)' first community solar credits invoice. Termination of the Agreement for any reason does not absolve Company from making payments (if any are due) for Services provided in accordance with this Agreement. Upon termination of this Agreement for any reason, Customers for which Municipality received payment shall remain those of Company, and Municipality or any agent of the Municipality agrees not to solicit these Customers for other community solar Projects in the future without Company's consent.

Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are prepared by or on behalf of Company in the course of performing the Services (collectively, the "Deliverables") shall be owned by Company.

Compliance with Laws, Permits, and License Requirements. Company shall comply with all federal, state, and local laws applicable to performance of Services and shall procure at its expense all licenses, certifications, and all permits necessary for the fulfillment of its obligations under this Agreement.

Entire Agreement. This Agreement is an integrated agreement and contains the entire agreement regarding matters herein between the Parties. No representations, warranties or promises have been made or relied upon by any Party hereto other than as set forth herein. Any changes, modifications, or additions to this Agreement shall be made by mutual consent in writing in the form of a supplemental Agreement signed by both Parties and attached hereto.

No Third-Party Beneficiaries. Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE PURSUANT TO AGREEMENT.

Indemnification. To the fullest extent permitted by law, Company or Municipality ("Indemnitor") shall indemnify, defend, and hold harmless the other Party(ies), its affiliates, and their respective members, shareholders, partners, directors, officers, agents, employees, contractors and subcontractors (each, an "Indemnatee", and collectively, "Indemnitees") from and against all claims, damages, losses, liabilities and expenses (including court costs and reasonable attorneys' fees) to the extent caused by, arising out of, or resulting from (a) the fault, negligent acts or omissions in connection with performance of its obligations under this Agreement, whether active or passive, or any breach of this Agreement, of or by the Indemnitor or its agents, (b) the violation by Indemnitor of any law or regulation governing its performance of this Agreement, (c) Indemnitor's failure to pay any taxes for which it is responsible under this Agreement or by law, (d) bodily injury or death of a third party, or loss of or damage to a third party's property, to the extent caused by the negligent acts or omissions or willful misconduct of Indemnitor, its employees, contractors, subcontractors, agents, or representatives, (e) bodily injury to or death of any employee of Indemnitor or an affiliate of such Indemnitor, (f) any liability or obligation owing to any of Indemnitor's employees, agents, contractors and subcontractors arising out of or attributable to acts or omissions of such Indemnitor, including any claims by an employee of Indemnitor for salaries and/or benefits. Notwithstanding the foregoing, no indemnification shall be provided to any Indemnatee for fraudulent or illegal acts or acts of gross negligence or willful misconduct by such Indemnatee.

Governing Law: This Agreement will be construed in accordance with and enforced under the laws of the State of New York, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures as of the day and date first written above.

Municipality:

Company:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____



SOLAR SIMPLIFIED

Solar energy — simplified.
No roof installation, no upfront investments.

Just savings!

Proud Member of



Community Solar is a **guaranteed savings program**, which allows homeowners, renters, and businesses to enjoy the benefits of solar power without installing solar panels on their property. New Yorkers can enroll at **no cost** to receive solar energy credits (directly on their electricity bill) from a solar farm located within their utility, while supporting local green initiatives. Our solar farm in Cortland just went live and is still accepting new customers!

Why Community Solar?



Stay with your utility and
reduce your energy bills

Guaranteed 10% savings
on all of your solar credits!



Available to everyone -
renters, homeowners,
and businesses - without
installing panels



Support locally
generated, clean energy,
while helping reduce
your community's
carbon footprint



Free to participate!
No fees of any kind, ever

Quick, transparent, and
easy enrollment

In an effort to achieve the State's ambitious sustainability goals, New York is promoting renewable energy programs, like Community Solar. Via our Municipality Program, Solar Simplified is connecting local communities with solar farms.

How Community Solar Works



Local Community
Solar farms
generate clean
renewable energy
and transmit it to
your utility

Once enrolled in
our Community
Solar program,
you will stay with
your utility and it
will continue to
provide your
electricity

Your utility will
allocate solar
credits as a
negative dollar
amount to your
account every
month, reducing
your utility bill (by
that amount)

Congratulations!

You are now
saving money,
while supporting
a cleaner
environment
and your local
economy



To learn more about Community Solar and sign up visit www.SolarSimplified.com or call (888) 420-9831

*Must be new to Solar Simplified and in an eligible market to qualify. Subject to Solar Simplified Terms and Conditions.



SOLAR SIMPLIFIED

Solar energy — simplified

Low upfront investments

Just savings!

Solar Simplified is an online platform driving accessibility, transparency and mainstream adoption of solar energy. Our quick and easy enrollment process and personalized customer service experience sets the solar industry standard and connects New Yorkers, like you, to local solar farms to save money on their monthly utility bills. We are challenging the status quo and bringing renewable energy to the New York communities.

Best-In-Class Customer Service

As a small business we always strive to deliver best-in-class customer service and a personal touch

No Fees

Our Community Solar Program is absolutely free to participate in, you only pay for your discounted solar credits
No fees of any kind, ever

Seamless Enrollment

Enroll in just minutes!
Access our online application any time or call our customer support team

Environmentally Conscious

At Solar Simplified we are passionate about renewable energy and environmental stewardship

How Solar Simplified Helps You Save

Without Solar Simplified	With Solar Simplified
Total Energy Cost \$100	Total Energy Cost \$90
<i>National Grid Bill</i> Energy Charges \$100 Owed to NGrid \$100	<i>National Grid Bill</i> Energy Charges \$100 Solar Credits -\$10 Owed to NGrid \$90
You Save \$0	You Save \$10

Currently servicing in New York:

National Grid

NYSEG

Orange & Rockland

Consolidated Billing is now available in all three utility territories!

The solar credits and discounts are applied directly to the utility bills. Benefiting from solar energy has never been easier!

Solar Simplified has been featured in:

Forbes

FULLY CHARGED

SINCAST

WABC

Proud Member of

the Chamber
Central and Westchester County

LIVERPOOL

BBB **A+** rating

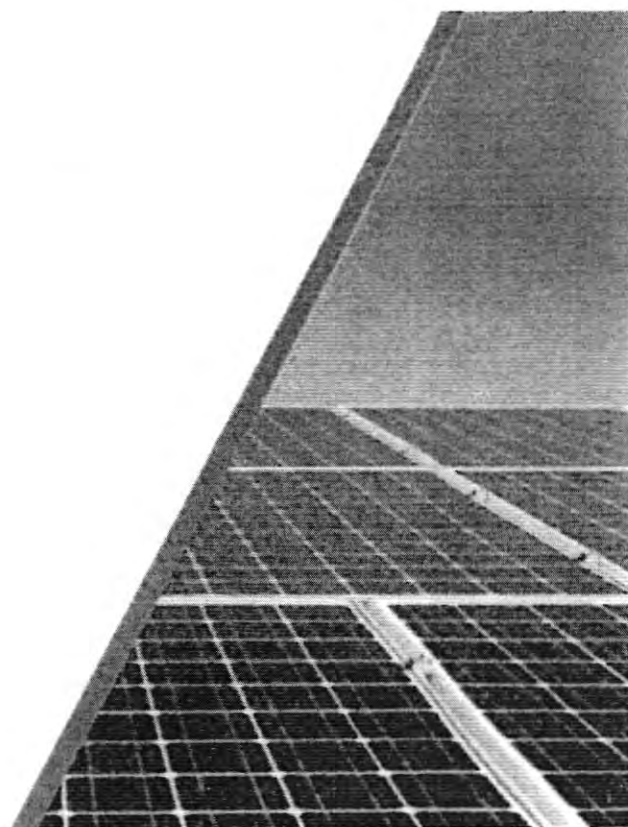
To learn more about Community Solar and sign up visit www.SolarSimplified.com or call (888) 420-9831



SOLAR SIMPLIFIED

Community Solar Municipality Program

Town of Liberty, New York



Agenda

- What is Community Solar?
- Community Solar Benefits
- Solar Simplified
- Case Studies
- Next Steps
- Open Discussion and Q&A



What is Community Solar?

Community Solar is a State-run guaranteed savings program, which allows homeowners, renters, and businesses to enjoy the benefits of solar power without installing solar panels on their property.

An estimated 85% of U.S. households can neither own nor lease rooftop solar panels for various reasons, like renting, roof can't support a solar system (too small or too old), living in a shaded area, prohibitively expensive for some, etc.

Community Solar addresses this population and allows them to benefit from solar energy savings and support the development of renewables.



virtual enrollment

How Does Community Solar Work?



Local solar projects are producing solar energy that is pumped directly into the grid



NYSEG then applies the produced energy to customers' accounts in the form of credits

Other Charges/Adjustments	
NYSEG Solar Credit	10.00
Total Other Charges/Adjustments	\$ 10.00

Customers continue receiving their NYSEG bills and see their solar credits in the form of a negative dollar amount (discount/savings) directly on their bills



Community Solar Benefits for Customers



Community Solar Benefits for Municipalities

- Benefits for your constituents (previous slide)
- Guaranteed 10% savings on all solar credits applied to qualified municipality accounts
- Community Solar contributes towards qualification for NYSERDA climate certifications and grants * Registered Climate Smart Community Bronze certification
- Supporting the New York State carbon neutrality goals
- Civic contributions of \$50 for every enrolled account



Case Studies

Lancaster, NY (pop. 20,000)

- Enrolled all qualified municipality accounts
 - Over \$5,000 in savings annually
- 700+ enrolled accounts
- Over \$500,000 in savings generated
- Over \$35,000 in Civic Contributions received

Richmond, NY (pop. 3,300)

- Enrolled all qualified municipality accounts
 - Over \$1,000 in savings annually
- 300+ enrolled accounts
- Over \$100,000 in savings generated
- Over \$15,000 in Civic Contributions received

We work with dozens of NY municipalities, including Niagara Falls and Buffalo, and are servicing thousands of households in the State of New York.



Reference

"One of my greatest accomplishments during my time as Supervisor was partnering with you and Solar Simplified. Not only was this an environmental accomplishment, it also saved the town, along with many of the residents, money by earning credits."

Ron Ruffino
Supervisor, Lancaster NY



Solar Simplified

Solar Simplified drives accessibility, transparency, and mainstream adoption of solar energy by working directly with local municipalities and focusing on consumer education.

We match renters, homeowners, and small businesses who care about the environment and want to save money on their electricity bills with local Community Solar farms through an easy and transparent signup process, making renewable energy accessible to all.

- 1) **Immediate Capacity:** A portfolio of solar projects within NYSEG utility territory
- 2) **Track Record of Success:** Dozens of successful municipal campaigns across NY State
- 3) **Zero Formal Complaints:** We credit our unwavering commitment to customer satisfaction
- 4) **Focus on Relationships:** Pride ourselves on the ongoing relationship we've built since launch



Next Steps

1. Approve the Municipality Program
2. Sign an agreement between the town and Solar Simplified
3. Solar Simplified executes a campaign, including a mailer to all residents and businesses within municipality at our expense. A program description, a one-page enrollment form and a prepaid return envelope will be included
4. Residents and businesses that choose to participate enroll in the program and start seeing savings directly on their utility bills
5. The municipality receives \$50 in civic contributions per enrolled account generated through the campaign



STATE AID VOUCHER

Voucher No. 1

1) Originating Agency NYSDEC		Orig. Agency Code 09000		Interest Eligible Y ☐ N ☒	
Payment Date (MM)/(DD)/(YY)		OSC Use Only		Liability Date (MM)/(DD)/(YY)	
2) Payee Id 146-00-2278	Additional	3) Zip Code 12754	Route	Payee Amount \$34,774.00	MIR Date(MM)/(DD)/(YY)
4) Payee Name(Limit to 30 spaces) Town of Liberty			IRS Code		IRS Amount
Payee Name(Limit to 30 spaces) Town of Liberty			Stat Type	Statistic	Indicator Dept. Indicator-Statewide
Address(Limit to 30 spaces) 120 North Main Street			5) Rev/Inv. No. (Limit to 20 spaces)		
Address(Limit to 30 spaces) City State Zip Liberty NY 12754			Ref/Inv. Date (MM)/(DD)/(YY)		
6) Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)		Amount Dollars Cents	
		Invoice for growingSOUL for Q11 (April -June 2025) DEC01-C02085GG-3350000 for DEC01-DMMFSR-2021 Contract from: 09/01/2022 To: 12/31/2026		\$34,774 00	
7) State Aid Program of Applicable Statute:				Total	\$34,774 00
8) Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute: that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; and that taxes which the State is exempt are excluded. Signature in Ink _____ Date _____ Title _____ Name of Municipality _____				Less Receipts	
				Net	\$34,774 00
				State Aid % Claimed	\$80,000 00

FOR STATE AGENCY USE ONLY

STATE COMPTROLLERS PRE AUDIT

Merchandise Received		I certify that this claim is correct and just, and payment is approved				State Aid				
Date		By				Verified				
Page No.		Date				Audited		Certified for payment of State Aid Amount		
By								By		
Expenditure						Liquidation				
Dept	Cost Center Code Cost Center Unit	Var	Yr	Object	Accum Dept. Statewide	Amount	Orig Agency	PO/Contract	Line	F/P

Submit in duplicate

☐ Check if Continuation form is Attached

INSTRUCTIONS FOR PREPARING STATE AID VOUCHER

Complete on typewriter or with pen and ink. Submit in duplicate to the State Agency administering the program.

1. Insert name of State Agency to whom claim is being submitted. *NYS DEC 09000*
- ✓ 2. ~~Enter your 12 digit Municipality Code. The first 9 digits are entered in the "Payee I.D." block. The last 3 digits are entered in the first 3 positions of the "Payee Additional" block.~~
3. Enter your Zip Code.
- ✓ 4. ~~Enter the title of the fiscal officer, the municipality name and address as you wish it to appear on the check.~~
- ~~5. Enter in Ref/Inv. No. block, the information you will need in order to identify this payment. In no instance should this reference exceed 20 characters including spaces, commas, etc. The check stub issued to you will contain the information you furnish in the block, along with reference/invoice date, if entered in the block below Ref/Inv No.~~
6. Enter in body of voucher all pertinent information required by the specific column heading or any other information required to support the claim. Duly authorized signature must be shown on supporting City or County vouchers. *Include the Contract Number and the term (5/1/19 - 4/30/21)*
- ~~7. Enter in appropriate block the State Aid Program or applicable statute under which claim is authorized.~~
8. Completer Payee Certification. Signature and title of the ~~municipal officer~~, or duly authorized representative, must appear in the space provided. Sign declaration in ink - **NO RUBBER STAMP.**

~~Submit directly to the State Agency which has charge of program.~~

If the space on this form is insufficient, start your claim on "Continuation Sheet", Form AC 1172, and bring final total forward to this form.

2. The Payee Id is the Federal Tax ID number. It is 9 digits long.

4. Enter the name and address EXACTLY as it appears on your contract.



TOWN OF LIBERTY

N E W Y O R K

A Great Place to Work, Live and Play

Cheryl Gerow, Director of Finance
120 North Main Street
Liberty NY 12754

c.gerow@townofliberty.org

(845) 2925772 (p)
(845) 2921310 (f)

DATE: October 20, 2025
TO: Supervisor DeMayo and Town Board Members
FROM: Cheryl Gerow
RE: Janitorial Services RFP

Attached is a Request for Bid/Proposal for Janitorial Services for Town Hall, Parks and Recreation Building and Highway Department.

Please approve the attached specifications and set the bid date for November 13, 2025 at 11:00 AM.

Thank you.

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TOWN OF LIBERTY
NEW YORK

A Great Place to Work, Live and Play

Cheryl Gerow, Director of Finance
120 North Main Street
Liberty NY 12754

c.gerow@townofliberty.org

(845) 2925772 (p)
(845) 2921310 (f)

REQUEST FOR BID/PROPOSAL

For

Janitorial Services

ISSUE DATE: October 20, 2025

DUE DATE: November 13, 2025

TIME: 11:00 AM

Please quote your lowest price for the services to be rendered, as specified below. Any deviation from the specification shall be identified and fully described. The right is reserved to accept or reject quotation on each item separately, or as a whole, to waive any irregularities in a quotation. If unable to quote, please return this form so marked.

All bids must be clearly marked and sealed, RFP for Janitorial Services, and delivered to:

Town of Liberty, Town Clerk's Office
120 North Main Street
Liberty, New York 12754

The quote must be received in person or by mail no later than the date and time indicated above.

Faxed and emailed quotes WILL NOT be accepted.

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TOWN OF LIBERTY NEW YORK

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REQUEST FOR BID/PROPOSAL

The Town of Liberty (Town) is seeking Requests for Proposals for Janitorial Services for the following locations:

- Town Hall, 120 North Main Street, Liberty NY
- Parks and Recreation, 119 North Main Street, Liberty NY (Upstairs Senior Center and Downstairs Offices)
- Highway Department, 2751 State Route 52, Liberty, NY

A pre-bid mandatory site walkthrough for all bidders has been scheduled for October 29, 2025 at 10:00 AM beginning at the Town Hall location and ending at the Town Barn location.

The Town reserves the right to reject any/or all bids/proposals

SCOPE OF SERVICES

The following specifications are intended to cover janitorial services:

1. Contractor will furnish all necessary labor, materials, and equipment to perform work necessary on the following schedule:
 - a. Town Hall, 120 North Main Street (Monday's, Wednesday's and Friday's, minimum of three days per week)
 - b. Senior Center, 119 North Main Street (Monday through Friday, minimum of five days per week)
 - c. Parks and Recreation Offices (downstairs), 119 North Main Street (Monday's, Wednesday and Friday's, minimum of three days per week)
 - d. Highway Department, 2751 State Route 52, Liberty (Friday's, minimum of once a week)
2. The Supervisor, or other designated representative shall be the final authority on whether standards have been met.

SCOPE OF WORK

The following scope of work is to be followed at all locations with the following schedule:

DAILY SCHEDULE

- Office, Kitchen and Common Areas
 - Empty trash cans, replace bags and clean when needed
 - Remove trash to designate areas and dispose of in prescribed manner. All cardboard must be broken down, tied and secured within the recycle bin.
 - Mop all hard floors

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- Vacuum all traffic areas, entrance mats and runners
- Clean tabletops
- Clean and disinfect all countertops and appliances in kitchen areas
- Straighten chairs and tables in all meeting areas and conference room
- Report all mechanical deficiencies, dripping faucets, leaking toilets, clogged drains, lights out, etc
- Bathrooms
 - Empty trash cans and sanitary disposal container, replace bags
 - Clean mirrors
 - Spot clean all walls to remove drips, marks and spillage
 - Clean and disinfect all sinks and toilets
 - Remove smudges and finger marks from all walls, doors, frames and switch plates
 - Replenish all paper supplies as needed

WEEKLY SCHEDULE

- Dust all uncluttered desktops, file cabinets, counters, sills and ledges
- Clean all glass partitions
- Vacuum all carpet in offices and traffic areas, including underneath desks

MONTHLY SCHEDULE

- Dust all vents and radiators
- Dust baseboards
- Dust ceiling fans
- Clean mirrors
- Dust all sills, ledges and other surfaces
- Remove smudges and finger marks from all walls, doors, frames and switch plates

SEMI-ANNUAL SCHEDULE

- Shampoo/Clean carpeting and hard floors
- Wash windows
- Clean blinds

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FACILITY ACCESS

- **KEYS:** The Town will provide the Contractor with building entrance keys. The Contractor will notify the Town in writing by the next business day if keys are lost
- **ACCESS CODES:** The Town will provide the Contractor with access codes to each building. Under no circumstances are these codes to be given out to anyone except direct employees
- **DOORS AND WINDOWS:** All exterior doors will be locked at the completion of work unless otherwise instructed. All windows are to be closed and locked.
- **LIGHTS:** All lights are to be turned off when work is completed
- **HOLIDAY CLEANING:** Cleaning may not be required unless specifically requested on the following holidays:
 - New Year's Day
 - Martin Luther King Jr. Day
 - President's Day
 - Memorial Day
 - Juneteenth
 - 4th of July
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day and the day after
 - Christmas Day

SPECIFICATIONS

1. The Contractor will furnish all labor, tools, specialized equipment and cleaning supplies
2. The Town will provide garbage bags, paper goods for dispensers and hand soap for current dispensers
3. The Contractor will ensure that employees comply with all applicable Town of Liberty, New York State and Federal regulations and practices with respect to work performed on Town sites.
4. The Contractor's personnel will conduct themselves on site in a professional manner at all times.
5. The Contract Administrator or appointed designee will inspect work performed by the Contractor. In the event of work performance deficiencies, the Contract Administrator will

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notify the Contractor. Notification may be verbal or written. The Town may choose to Require the Contractor to rectify the deficiency within 48 hours or may withhold payment

6. Report any damage, or potential hazard, involving Town property immediately to the Town of Liberty Supervisor at (845) 292-1111. After hours' emergencies should also be reported to the Town of Liberty Supervisor
7. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect the public from injury. It is the Contractor's responsibility to provide close supervision of operations and management of the site.
8. Incidents, altercations, or accidents involving the public shall be reported to the Contract Administrator within 24 hours. The Contract Administrator, at his or her discretion, may require a written report from the Contractor describing the incident or accident.
9. All proposals shall be made on a per location basis and itemized by location and/or facility on the attached bid form. Proposals shall be at prevailing wage (if applicable) and will be accepted based upon the LOWEST TOTAL bid for all locations.

INVOICING

The contractor shall submit invoices on a no less than monthly basis. Invoices shall indicate (at a minimum):

Dates Served, Town Property Address, Itemized breakdown of labor costs and certified payroll for prevailing wage with the Town of Liberty Vendor Certification form attached.

PREVAILING WAGES

The CONTRACTOR agrees that every person employed in or about the work contemplated by this contract shall be paid not less than the prevailing rate of wages, as per PRC #2025901052 which can be found at

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1596258> and

provided with not less than the prevailing supplements as provided by Section 220 of the Labor Law of the State of New York:

SUBCONTRACTORS

All subcontractors are subject to prior written approval from the Town. Notwithstanding, for any such approval, the proposer shall be solely responsible for the performance of the services. Any such Town approval shall not create or purport to create any obligation of the Town to such subcontractor or establish any contractual relationship or privacy. Contracts between the proposer and sub-contractor shall include clauses that make reference to this section.

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ASSIGNMENT

The proposer shall not assign or transfer the right, title or interest in the contract without the written consent of the Town.

INSURANCE

The bidder proposed must submit proof of liability insurance naming the Town of Liberty as additional insured in an amount not less than \$1,000,000, proof of Worker's Compensation Insurance, Disability Insurance and Automobile Insurance.

TERMINATION

The Town shall have the right to terminate the agreement upon thirty (30) days written notice to the proposer.

The bid amounts shall be effective January 1, 2026 until December 31, 2026. The awarded bid cannot be substituted by another contractor.

All bidders must complete and submit the attached bidder reference sheet, proposal cost sheet, non-collusion certificate, request for taxpayer identification (W9) and proof of insurance.

The successful bidder must submit a certified payroll with each invoice and the attached Town of Liberty Vendor Certification form.

FEE PROPOSAL

- Bidder's Rates shall be a flat rate per week, per location effective for the duration of the Contract Term.
- Prices below must be all inclusive, including insurance, cleaning supplies and prevailing wage.

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BID/PROPOSAL REFERENCE SHEET

List up to five (3) references for the same type and size of service described in this bid document. Indicate dates of work.

NAME OF FIRM:		
ADDRESS OF FIRM:		
CONTACT PERSON:	PHONE:	
DATE OF SERVICE: Start:	Finish:	Site Sq. Ft:
BRIEF DESCRIPTION OF SERVICE:		
NAME OF FIRM:		
ADDRESS OF FIRM:		
CONTACT PERSON:	PHONE:	
DATE OF SERVICE: Start:	Finish:	Site Sq. Ft:
BRIEF DESCRIPTION OF SERVICE:		
NAME OF FIRM:		
ADDRESS OF FIRM:		
CONTACTPERSON:	PHONE:	
DATE OF SERVICE: Start:	Finish:	Site Sq. Ft:
BRIEF DESCRIPTION OF SERVICE:		

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BID/PROPOSAL

Location	Cost per Month
Town Hall, 120 North Main Street (Monday's, Wednesday's and Friday's, minimum of three days per week)	
Senior Center (upstairs) 119 North Main Street (Monday's through Friday's, minimum five days per week)	
Parks and Recreation (downstairs) 119 North Main Street (Monday's, Wednesday's, Friday's, minimum three days per week)	
Highway Department, 2751 State Route 52 (Friday's, one day per week)	
TOTAL:	

The terms and conditions of this Request for Proposal will be incorporated into the resulting agreement. Please have an authorized representative of your organization sign and date your proposal below as acceptance of these terms and conditions. Unsigned bids will not be considered for final award:

Representative Signature

Company Name

Print Name

Title

Telephone Number

E-mail address

Date

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TOWN OF LIBERTY

NON-COLLUSION BID/PROPOSAL CERTIFICATE

The following statement is hereby made by the undersigned to accompany the sealed bid by the undersigned.

The undersigned hereby certifies:

1. That the bid which is accompanied by this statement has been arrived at without collusion with any seller of the same materials, and
2. That the contents of the bid have not been communicated by the bidder or one of its agents to any persons outside of the company.

Date: _____

Name of Company: _____

Address: _____

By: _____

Title: _____

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TOWN OF LIBERTY
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Town of Liberty Vendor Certification

Vendor certification that prevailing wages were paid, or the owner of the business performed all work themselves for all labor performed on Town property.

☐ I certify that all labor included in this invoice was paid at the prevailing wage rate.

I will provide the Town of Liberty with a Certified Payroll ~~in~~ my invoice.

☐ I certify that all labor included in this invoice was performed by the owner(s) of the business and therefore prevailing wage do not apply.

I make this certification under penalty of perjury and agree to indemnify and hold harmless the Town of Liberty in the event it sustains any damages or loss by reason hereof.

Invoice Amount

Signature

Title

Date

Company Name

Street Address

City, State, Zip Code

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TOWN OF LIBERTY

N E W Y O R K

A Great Place to Work, Live and Play

Cheryl Gerow, Director of Finance
120 North Main Street
Liberty NY 12754

c.gerow@townofliberty.org

(845) 2925772 (p)
(845) 2921310 (f)

DATE: October 20, 2025
TO: Supervisor DeMayo and Town Board Members
FROM: Cheryl Gerow
RE: Armed Court Security Services RFP

Attached is a Request for Bid/Proposal for Armed Security Services for the Court

Please approve the attached specifications and set the bid date for November 13, 2025 at 11:00 AM.

Thank you.

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TOWN OF LIBERTY
NEW YORK

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Cheryl Gerow, Director of Finance
120 North Main Street
Liberty NY 12754

c.gerow@townofliberty.org

(845) 2925772 (p)
(845) 2921310 (f)

REQUEST FOR BID/PROPOSAL

For

Armed Security Services

ISSUE DATE October 20, 2025

DUE DATE: November 13, 2025

TIME: 11:00 AM

Please quote your lowest price for the services to be rendered, as specified below. Any deviation from the specification shall be identified and fully described. The right is reserved to accept or reject quotation on each item separately, or as a whole, to waive any irregularities in a quotation. If unable to quote, please return this form so marked.

All bids must be clearly marked and sealed, RFP for Justice Court Security, and delivered to:

Town of Liberty, Town Clerk's Office
120 North Main Street
Liberty, New York 12754

The quote must be received in person or by mail no later than the date and time indicated above.

Faxed and emailed quotes WILL NOT be accepted.

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REQUEST FOR BID/PROPOSAL

The Town of Liberty (Town) is seeking Requests for Proposals for Armed Security Services from qualified, licensed and experienced security firms for the Justice Court.

Services shall be available for various Justice Court proceedings which includes Vehicle and Traffic Court, Criminal Court, Civil and Small Claims Proceedings and any other matter that appears within the Town of Liberty Justice Court or at other municipal locations as directed by the Town.

The Town reserves the right to reject any/or all bids/proposals.

SCOPE OF SERVICES

The following specifications are intended to cover Security Services:

1. Contractor will furnish all necessary labor and equipment to perform work and labor required herein in an expeditious, substantial, and skilled workmanlike manner on an hourly basis and "on-call" basis at all locations listed above
2. The Contractor shall provide armed security services at an hourly rate. Dates and times shall be established by the Town Justices or Justice Court Personnel. A minimum of four (4) hours shall be paid for any day in which services are provided. However, in the event services provided during any given twenty-four (24) hour period of time are not continuous, but instead are provided in more than one session with lapses between such sessions being four (4) hours or less, the Contractor shall be compensated only for the total aggregated actual hours of such sessions or for a total of four (4) hours, whichever is greater. In the event the lapse between sessions during the same twenty-four (24) hour period exceeds four (4) hours, the Contractor shall be compensated for the actual hours of each of such sessions or for a total of four (4) hours for each of such sessions, whichever is greater.
2. When so requested, the Contractor shall provide service within twenty-four (24) hours, unless notified that an emergency exists which requires immediate attention. In the event of an emergency, service shall be provided within two (2) hours.
3. If non-emergency service is not provided within twenty-four (24) hours after direct verbal or telephone notification from the Town, or if emergency service is not provided within two (2) hours after direct verbal or telephone notification from the Town representative, the Town has the right to secure the same service from another source.
4. The Town Justice, or other designated representative shall be the final authority on whether standards have been met.

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5. Contractor shall practice acceptable safety precautions so as not to harm any persons or property while performing services under this RFP or any resulting contract. Contractors shall follow industry safety standards and use only industry approved safety equipment in accordance with the manufacture's specifications in the performance of all duties.

SCOPE OF WORK

1. Maintain a safe and secure environment
2. Perform security screening of all individuals entering the courtroom including, but not limited to, verbal, physical and baggage screenings of individuals and their belongings using tools such as a walk through metal detector and hand held metal detector to prevent weapons and prohibited items from entering the courtroom
3. Controlling and monitoring access to the courtroom
4. Prevent and address disturbances or hazards within the courtroom and maintain order during court proceedings
5. Prepare incident reports and maintain logs of security incidents to keep administrators informed

SPECIFICATIONS

1. The Contractor will furnish all labor, tools and specialized equipment.
2. The Contractor will ensure that employees comply with all applicable Town of Liberty, New York State and Federal regulations and practices with respect to work performed on Town sites.
3. The Contractor's personnel will conduct themselves on site in a professional manner at all times.
4. Contractor acknowledges they have no arrest authority
5. The Contractor will ensure all armed security officers providing service will be qualified to use a firearm and has been lawfully permitted to carry and employ a firearm within New York State
6. Report any damage, or potential hazard, involving Town property immediately to the Town of Liberty Supervisor at (845) 292-5111.

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7. Incidents, altercations, or accidents involving the public shall be reported to the Town Supervisor or designated representative within 24 hours. The Town Supervisor or designated representative, at his or her discretion, may require a written report from the Contractor describing the incident or accident.
8. All company vehicles must have signage identifying the Company.
9. All proposals shall be made on an hourly basis. Proposals shall be at prevailing wage (if applicable) and will be accepted based upon the LOWEST bid.

INVOICING

The contractor shall submit an invoice on a monthly basis, after services have been provided.

Invoices shall indicate (at a minimum) the dates and times of service, certified payroll indicating prevailing wages have been paid along with the Town of Liberty Vendor Certification form attached.

PREVAILING WAGES

The CONTRACTOR agrees that every person employed in or about the work contemplated by this contract shall be paid not less than the prevailing rate of wages, as per PRC # 2025901065 which can be found at

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1596416> and provided with not less than the prevailing supplements as provided by Section 220 of the Labor Law of the State of New York:

SUBCONTRACTORS

All subcontractors are subject to prior written approval from the Town. Notwithstanding, for any such approval, the proposer shall be solely responsible for the performance of the services. Any such Town approval shall not create or purport to create any obligation of the Town to such subcontractor or establish any contractual relationship or privacy. Contracts between the proposer and sub-contractor shall include clauses that make reference to this section.

ASSIGNMENT

The proposer shall not assign or transfer the right, title or interest in the contract without the written consent of the Town.

INSURANCE

The bidder proposed must submit proof of liability insurance naming the Town of Liberty as additional insured in an amount not less than \$1,000,000, proof of Worker's Compensation Insurance, Disability Insurance and Automobile Insurance.

TERMINATION

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The Town shall have the right to terminate the agreement upon thirty (30) days written notice to the proposer.

The bid amounts shall be effective January 1, 2026 until December 31, 2026. The awarded bid cannot be substituted by another contractor

All bidders must complete and submit the attached bidder reference sheet, proposal cost sheet, non-collusion certificate, request for taxpayer identification (W9) and proof of insurance.

FEE PROPOSAL

- Bidder's Rates shall be a flat rate per hour effective for the duration of the Contract Term.
- Prices below must be all inclusive, including insurance, supplies and prevailing wage.

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municipal service that promotes the highest standard of life for our community.*



BID/PROPOSAL REFERENCE SHEET

List up to five (3) references for the same type and size of service described in this bid document. Indicate dates of work.

NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	PHONE:
DATE OF SERVICE: Start: _____ Finish: _____	
BRIEF DESCRIPTION OF SERVICE:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACTPERSON:	PHONE:
DATE OF SERVICE: Start: _____ Finish: _____	
BRIEF DESCRIPTION OF SERVICE:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	PHONE:
DATE OF SERVICE: Start: _____ Finish: _____	
BRIEF DESCRIPTION OF SERVICE:	

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BID/PROPOSAL

Location	Cost per Hour
Armed Security Services	

The terms and conditions of this Request for Proposal will be incorporated into the resulting agreement. Please have an authorized representative of your organization sign and date your proposal below as acceptance of these terms and conditions. Unsigned bids will not be considered for final award:

Representative Signature

Company Name

Print Name

Title

Telephone Number

E-mail address

Date

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TOWN OF LIBERTY
NEW YORK

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TOWN OF LIBERTY
NON-COLLUSION BID/PROPOSAL CERTIFICATE

The following statement is hereby made by the undersigned to accompany the sealed bid by the undersigned.

The undersigned hereby certifies:

- 1. That the bid which is accompanied by this statement has been arrived at without collusion with any seller of the same materials, and
- 2. That the contents of the bid have not been communicated by the bidder or one of its agents to any persons outside of the company.

Date: _____

Name of Company: _____

Address: _____

By: _____

Title: _____

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TOWN OF LIBERTY
NEW YORK

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Town of Liberty Vendor Certification

Vendor certification that prevailing wages were paid, ~~the~~ owner of the business performed all work themselves for all labor performed on Town property.

☐

I certify that all labor included in this invoice was paid at the prevailing wage rate.

I will provide the Town of Liberty with a Certified Payroll with my invoice.

☐

I certify that all labor included in this invoice was performed by the owner(s) of the business and therefore prevailing wage do not apply.

I make this certification under penalty of perjury and agree to indemnify and hold harmless the Town of Liberty in the event it sustains any damages or loss by reason hereof.

Invoice Amount

Signature

Company Name

Title

Street Address

Date

City, State, Zip Code

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Town of Liberty

Regular Town Board Meeting Minutes

Date: October 6, 2025

Time: 6:30 P.M.

Place: Senior Citizen Center, 119 North Main Street, Liberty, NY 12754

Present:

Frank DeMayo, Supervisor

Dean Farrand, Councilmember

Vincent McPhillips, Councilmember

John Lennon, Councilmember

Bruce Davidson, Councilmember

Laurie Dutcher, Town Clerk

Call to Order

Supervisor Frank DeMayo called the Regular Town Board Meeting to order at 6:30 P.M. at the Senior Citizen Center.

Pledge of Allegiance

The meeting opened with the Pledge of Allegiance.

Correspondence

Incoming:

1. Correspondence from *We Are One Sullivan*.
2. Notification from the Town of Bethel regarding proposed Local Law #1 of 2025 and notice of public hearing.
3. Copies of Sullivan County 911 Communications.
4. Correspondence from the Sullivan County Division of Public Works regarding County Rd. 72 (Lieutenant J.G. Brender Highway) closure for roadway embankment repair.
5. Correspondence from Drake Loeb regarding a dismissed court case against the Town.

6. Correspondence from Dr. Hope Blecher Croney regarding the September 11th Remembrance Ceremony.
7. Copy of the 2024 Fiscal and Environmental Stress Rating for the Town of Liberty.
8. Email from the New York Association of Towns regarding the *Builders of America* submission by Town Historian Kort Wheeler.
9. Notice of Order from the NYS Department of Transportation Traffic Operations Bureau regarding a speed limit reduction.

Outgoing:

ACCEPTANCE OF INCOMING CORRESPONDENCE

The Town Board accepts the incoming correspondence.

Motion: Councilmember Dean Farrand

Second: Councilmember John Lennon

5 AYES Carried

New Business

The following motions were presented and considered:

217-25 BOARD RESOLUTION AUTHORIZING THE SIGNING AND SUBMISSION OF THE NORTHERN BORDER REGIONAL COUNCIL (NRBC) CATALYST PROGRAM GRANT APPLICATION

WHEREAS, Town of Liberty, Sullivan County, New York (hereinafter the "TOWN") has established the public benefit to residents in the Swan Lake Sewer District for the **Wastewater Treatment Plant (WWTP) Upgrade and Expansion Project** (hereinafter the "PROJECT"); and

WHEREAS, the PROJECT has been determined to be necessary and prudent to maintain continued regulatory compliance, to improve system reliability, ensure adequate capacity for future district needs, and to protect public health; and

WHEREAS, the total PROJECT cost is estimated at \$40 million; and

WHEREAS, the Town has so far secured a \$4.5 million grant award through the NYS Water Infrastructure Improvement Program (WIIA) program and a \$6.9 million grant award under the Bipartisan Infrastructure Law (BIL) program, with an additional \$6.6 million no interest BIL loan for the PROJECT; and

WHEREAS, to further reduce the financial burden of the PROJECT on District users, the Town wishes to pursue an additional \$1 million in grant funding through the Northern Border Regional Commission (NRBC) Catalyst program; and

WHEREAS, under the terms of the grant program, a resolution must be passed by the Town authorizing the signing and submission of the grant.

THEREFORE, BE IT RESOLVED THAT

1. The Town Board of the Town of Liberty authorizes, Frank DeMayo, the Town Supervisor to sign NRBC Catalyst funding application for the Swan Lake Upgrade and Expansion Project as well as additional forms and documents necessary to execute any and all agreements with the NRBC relative to the PROJECT;
2. Delaware Engineering, D.P.C. is authorized to submit the NRBC application on behalf of the Town.

Motion offered by: Councilmember Dean Farrand

Motion seconded by: Councilmember John Lennon

Roll Call Vote:

Dean Farrand – Councilmember: YES

Vincent McPhillips – Councilmember: YES

Bruce Davidson – Councilmember: YES

John Lennon – Councilmember: YES

Frank DeMayo – Town Supervisor: YES

The motion is adopted.

218-25 ARROWHEAD RANCH AND RETREAT LEAD AGENCY

Motion to approve the Town of Liberty Planning Board as the Lead Agency for the Arrowhead Ranch and Retreat.

Motion: Councilmember Dean Farrand

Second: Councilmember John Lennon

5 AYES Carried

219-25 WATER BILL PENALTY WAIVERS DENIED

- Motion to waive the \$96.00 late fee for the water bill of Akiva Kohn was denied.
- Motion to waive the \$12.00 late fee for the water bill of Adele Silverberg was denied.

Motion: Councilmember Dean Farrand

Second: Councilmember Bruce Davidson

5 AYES Carried

220-25 APPRAISER RETENTION – DAYS INN PROPERTY CASE

Motion to approve retention and payment to appraiser Chris Harland in the amount of \$7,500.00 for services related to the Days Inn property case.

Motion: Councilmember Dean Farrand

Second: Supervisor Frank DeMayo

5 AYES Carried

221-25 BUDGET TRANSFERS & MODIFICATIONS

Motion approving Budget Transfers and Modifications as submitted by the Finance Director.

Budget Modification		
A 7550.4	\$6,200.00	
A 2705		\$6,200.00
Fireworks		
A 1959.4	\$5,000.00	
A 3059		\$5,000.00
Engineering fees for Basketball Court from Grant		
W2 8310.4	\$642.10	
W2 2680		\$642.10
Insurance Claim for hydrant parts		
MO 8110.4	\$360.54	
MO 2680		\$360.54
Insurance Claim for Hydrant Labor		
A 1986.4	\$80,000.00	
A 3086		\$80,000
Growing Souls Grant		

Motion: Councilmember Dean Farrand

Second: Councilmember John Lennon

5 AYES Carried

222-25 SWAN LAKE SEWER BUDGET TRANSFER

Motion approving transfer of \$39,164.82 from X2 9710.6 (transfer to capital) to S2 8110.4 (operating fund) for the SPDES NOV response (\$35,459.82) and USEPA Notice of Violation (\$3,705.00), previously approved January 22, 2025.

Motion: Supervisor Frank DeMayo

Second: Councilmember Dean Farrand

NO: Councilmember Vincent McPhillips

4 AYES Carried

223-25 CONTRACT RENEWAL – DELTA DENTAL

Motion approving renewal of the Town's Delta Dental contract.

Motion: Councilmember Bruce Davidson

Second: Councilmember John Lennon

5 AYES Carried

224-25 WATER STORAGE TANK INSPECTION AND CLEANING

Motion approving the lowest proposal from *Advanced Tank & Infrastructure Solutions* for inspection and cleaning of water storage tanks at Loomis Water and Stevensville Water.

Motion: Councilmember Dean Farrand

Second: Councilmember John Lennon

5 AYES Carried

225-25 REFUSE COLLECTION LICENSE-RIEBER CARTING

Motion approving a Refuse Collection License for Rieber Carting.

Motion: Councilmember Vincent McPhillips

Second: Councilmember John Lennon

5 AYES Carried

226-25 COMPREHENSIVE FACILITY ASSESSMENT GRANT

Motion authorizing the Town Clerk to apply for a grant to identify slip, trip, or fall hazards at Town Hall, with up to \$5,000 for prevention equipment.

Motion: Councilmember Vincent McPhillips

Second: Councilmember John Lennon

5 AYES Carried

TABLED- LOOMIS SEWER CLARIFIER

Discussion – Loomis Sewer Clarifier

- **Overview:**

The Board discussed whether to **repair or replace** the Loomis sewer clarifier, which is currently out of operation. While this does not yet violate the SPDES permit, the system must be addressed to remain compliant.

- **Cost Estimates & Options:**

- Repair estimate: **\$62,000** (including \$48,000 for work and an additional \$14,000 in related costs).
- Replacement estimate: **\$97,000** for equipment only (installation and additional work would increase total cost, potentially to **\$150,000+**).
- Board noted that repair costs may increase once the clarifier is fully disassembled and additional damage is assessed.
- Concern raised about investing heavily in a **12-year-old system** that was not properly installed initially.

- **Liability and Recourse:**

- The original installation (11 years ago) was done by Kelly Engineering, whose engineer has since passed away.
- No legal recourse is expected due to the age of the installation.

- **Financial Considerations:**

- Replacement would **deplete the sewer district's capital fund**, leaving no reserves for future needs.
- Repair might be a more feasible short-term solution, but funding options and future reliability remain concerns.

- Capital planning and maintaining adequate reserves were stressed as essential to avoid emergency funding needs or significant tax increases.
- **Next Steps:**
 - Obtain **bid specifications** for both repair and replacement options.
 - Consider issuing an **RFP** for engineering services rather than automatically using Delaware Engineering.
 - Gather more information on the **condition of the remaining operational clarifier** and any existing **maintenance schedules**.
 - Explore **capital funding strategies** and plan for long-term infrastructure needs.
 - Discussion included the need to resolve the \$14,000 already incurred before new bids proceed.

227-25 LIGHTING ISSUE – PRESIDENTIAL ESTATES

Motion approving the estimate from Ross Electric to diagnose lighting issues at Presidential Estates.

Motion: Councilmember Vincent McPhillips

Second: Councilmember Bruce Davidson

5 AYES Carried

228-25 PART-TIME ACCOUNT CLERK

Motion requesting a Certified List of Eligibles from Sullivan County for a Part-time Account Clerk position, starting at \$24.06 per hour.

Motion: Councilmember Dean Farrand

Second: Councilmember Bruce Davidson

5 AYES Carried

229-25 APPROVAL OF MINUTES

Motion approving the following minutes as submitted by the Town Clerk:

- September 3, 2025 – Worksession Meeting
- September 3, 2025 – Public Hearing (PUD)
- September 3, 2025 – Regular Monthly Meeting
- September 15, 2025 – Regular Monthly Meeting

Motion: Councilmember Bruce Davidson

Second: Councilmember John Lennon

5 AYES Carried

BUDGET TRANSFER – FERNDAL WATER

Motion approving a Budget Transfer and Modification in the amount of \$26,330.34 from W2 9950.9200 to W2 1930.4.

Motion: Councilmember Dean Farrand

Second: Councilmember John Lennon

5 AYES Carried

FERNDAL WATER CHARGEBACK

Motion approving a Ferndale Water chargeback in the amount of \$26,330.34.

Motion: Councilmember Bruce Davidson

Second: Supervisor Frank DeMayo

5 AYES Carried

DISCUSSION

- Land Clearing Local Law.

Local Law Requirements & Confusion

- The current draft of the local law is somewhat **unclear and incomplete**.
- It appears to **prohibit cutting more than a quarter acre** without a clear-cutting permit.
- Projects **over one acre** may need to go before the **Planning Board**.
- Board members referenced another town's ("Forestburgh's law") as a comprehensive example.

2. State Oversight – DEC Rules

- The **New York State DEC takes jurisdiction** over land disturbance **over one acre**, which triggers **SWPPP (Stormwater Pollution Prevention Plan)** requirements.
- The board agrees the **town should require proof of DEC approval** as part of the **permit/workflow process**.

- The goal is to **close the compliance loop** — if a property owner says they won't clear land and then does so, they must face consequences and acknowledge DEC oversight.
-

3. Balancing Local Permits & Enforcement

- Concern was raised that requiring permits for **every quarter-acre clearing** would overwhelm the permitting process.
 - Instead, the focus should be on **enforcing existing DEC requirements** for larger projects and **integrating that into town workflows**.
 - DEC enforcement is usually effective, and **violators face significant fines**.
-

OLD BUSINESS

Under Review:

1. Shipping Containers
2. Fence In/Fence Out

In Progress:

- Illegal dumping of garbage
 - Delaware Town/Village Water Sewer Study
 - Walnut Mt. Pavilion
 - Solar Moratorium in the Commercial Industrial Zone
-

PUBLIC PARTICIPATION

Clear-Cutting at Shore Road Cemetery Site

- Cora reported **extensive clear-cutting** on a property known as **420 Shore Road**, adjacent to a **cemetery** and on a **steep, terraced slope**.
- The clearing **exceeded one acre** and was done **without a Stormwater Pollution Prevention Plan (SWPPP)** - a state-mandated requirement for such projects.
- There was **no permit box** on-site, and the **DEC confirmed no SWPPP permit** existed.

- Mrs. Edwards argued this shows a **failure in enforcement**, especially if the **planning board granted conditional project approval** but did **not verify that those conditions were met** before work began.
-

2. Environmental Risks and Damage Potential

- The lack of compliance is particularly concerning because the site is **close to a lake**, raising risks of **erosion, runoff, and water pollution**.
 - The speaker noted that significant environmental damage can occur on **less than one acre**, so the potential impact of this much larger clear-cut is substantial.
-

3. Planning Board Process Issues

- Mrs. Edwards criticized the planning board's handling of a **separate violation** involving a property near **Horseshoe Lake**:
 - There was a lengthy debate about requiring a **\$2,500 escrow account** for engineering work related to violations.
 - After confusion and procedural errors, the board's **vote was declared null and void** because **alternates failed to declare they were voting in place of absent members**.
 - She called this **"embarrassing and dangerous"**, citing it as evidence of procedural weaknesses.
-

4. Qualifications and Certification Concerns

- Cora questioned **how many planning board members are certified** and have **current training credits** required to make legally sound decisions.
- If board members are not properly certified:
 - Their **votes may be invalid or legally vulnerable**.
 - They may **lack the qualifications** to act as **lead agency** on projects under SEQRA (State Environmental Quality Review Act).

- With a **building boom underway in Sullivan County and Liberty**, the speaker recommended that the town ensure **planning board members are fully certified** and possibly **require a minimum certification standard** to serve.
-

BOARD DISCUSSION

COUNCILMEMBER VINCENT MCPHILLIPS

1. Project Overview

- A **developer associated with Green Hills** (described as cooperative and professional) has **purchased additional property on Devaney Road near Vance's house**, extending to the **transmission line**.
 - The plan is to build **approximately 200+ new homes** on the site.
 - The developer intends to be **self-sufficient in utilities**, specifically:
 - **Private wells** for water supply.
 - **A privately operated sewer treatment plant**.
-

2. Power Supply Assessment

- The developer asked about the availability of **sufficient electrical capacity** to support the proposed development.
 - Councilmember Vincent McPhillips personally **inspected the local electrical infrastructure** and reported:
 - The **substation on Ferndale Road** has been upgraded.
 - **Voltage adjustments, new poles, and capacity improvements** have been completed.
 - Voltage currently steps down from **12 kV to 4,800 volts** near the project area.
 - **Conclusion:** There is **enough power capacity** to support the development. The **only potential obstacle — power availability — is no longer an issue**.
-

3. Next Steps & Planning Board Role

- The developer **has not yet submitted an application** to the **planning board** but plans to do so soon.
- Councilmember McPhillips reminded the board that there was a **recent requirement or proposed law** that new developments must **demonstrate adequate utility capacity** — an evaluation that should occur **during the planning board review**.
- The field planners relayed the utility requirement to the developer, prompting the speaker's preliminary assessment.

COUNCILMEMBER JOHN LENNON

Roadwork & Enforcement Concerns

- **Councilmember John Lennon** raised a separate issue involving **unauthorized road activity**:
 - An **excavator was seen operating in the middle of a recently resurfaced road** near a **synagogue/grocery store area**, causing potential damage.
 - This occurred **without apparent oversight or enforcement action**, and Councilmember John Lennon expressed frustration that **"nothing ever seems to happen"** when violations like this occur.
- They also highlighted the importance of **strengthening permit forms and enforcement procedures** in the **building department**, so that **future developments are held to new permitting criteria** and no details "slip through the cracks."

SUPERVISOR FRANK DEMAYO

Economic Development Update – PepsiCo Site

- A **development group** that recently toured a former **PepsiCo facility** is returning **with engineers from Ohio** to conduct further site evaluations.
- This is considered a **positive sign of potential redevelopment or business investment** in the property.
- The Supervisor will continue to **provide updates as the situation develops**.

COUNCILMEMBER DEAN FARRAND

Route 52 Property – Legal Strategy, Cleanup, and Environmental Issues

1. Property Owners Backing Away from Compliance

- The **children of the property owners on Route 52** — who had previously indicated they would address violations — are now **reversing course** and resisting further cleanup efforts.
 - The town anticipates the situation may **escalate to legal action**.
 - Councilmember Farrand advised that if the matter goes to court, the town should pursue **complete property remediation** — not just removal of a single **trailer** — and seek to **recover any profits** the owners made from property sales.
-

2. Environmental Hazards – Underground Storage Tanks

- Councilmember Farrand emphasized that any legal action should also address potential **underground storage tanks** on the property, not just visible violations.
 - There is a concern that **abandoned fuel tanks** could still be buried on site, posing environmental risks.
 - Councilmember Lennon suggested performing **test borings** to detect contamination before proceeding further.
 - **Councilmember Farrand** responded that:
 - Accessing the property without permission is **not legally permissible**.
 - Under **New York State environmental law**, any **abandoned tanks** must either be **properly decommissioned (filled with sand)** or **removed entirely** — **ignoring them is not an option**.
 - Testing for contamination would likely require **hiring a specialized contractor**.
-

3. Role of DEC and Legal Responsibility

- **Town Attorney Kenneth Klein** clarified that if environmental contamination or abandoned tanks are confirmed, the **New York State Department of Environmental Conservation (DEC)** would take over enforcement and remediation responsibilities.
- **Town Attorney Kenneth Klein** explained that **liability follows the property's chain of title** — meaning **any prior owners remain legally responsible** for contamination, even after the property is sold.

- This is also why **counties often refuse to assume ownership** of contaminated properties — to avoid becoming part of that liability chain.
-

4. Next Steps & Strategic Planning

- **Councilmember Dean Farrand** will circulate the full **email chain** related to the property for the board to review.
 - The board should begin **strategizing potential legal action**, as it appears the owners will not voluntarily complete the required cleanup.
 - The situation is **disappointing** to board members, as there was prior agreement and expectation that the owners would “**do the right thing**” without litigation.
-

COUNCILMEMBER BRUCE DAVIDSON

The town is nearing completion of the initial OpenGov department implementations that were started earlier.

Information gathering has begun for additional departments to start building their own digital forms and workflow systems.

The future rollout is expected to proceed more quickly than earlier phases because the core setup work is already complete.

The goal is to have additional departments onboard and functioning within OpenGov before the end of the year.

EXECUTIVE SESSION

The Town Board enters Executive Session at 7:23 p.m. to discuss employee salaries.

Motion: Councilmember Vincent McPhillips

Second: Councilmember John Lennon

5 AYES Carried

OUT OF EXECUTIVE SESSION

The Town Board came out of Executive Session at 7:45 p.m.

Motion: Councilmember John Lennon

Second: Councilmember Vincent McPhillips

5 AYES Carried

ADJOURNMENT

The meeting was adjourned at 7:45 P.M.

Respectfully submitted,

Laurie Dutcher

Town Clerk



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, New York 13820

Tel: 607.432.8073 / Fax: 607.432.0432
DelawareEngineering.com

October 15, 2025

Frank DeMayo
Supervisor
Town of Liberty
120 North Main Street
Liberty, NY 12754

Re: Town of Liberty, NY
Liberty Business Park (Old Route 17 Corridor)
Water and Sewer Infrastructure Upgrade Project

Sub: Professional Services Agreement for Planning and Design (50%) Services
CDS-EPA FY24 Grant # 96285025-0

Dear Frank:

Congratulations on the Town's recent success in securing the \$1,000,000 United States Environmental Protection Agency (USEPA) Grant to support the Liberty Business Park Water and Sewer Infrastructure Upgrade Project.

At the February 3, 2025 Town Board Meeting, the Town Board determined through the required RFQ process that Delaware Engineering, D.P.C. is the most highly qualified firm to provide the required A/E services, and that Supervisor, Frank DeMayo is hereby authorized to enter into contract negotiations and execute a Professional Services Agreement.

We appreciate the Town selecting Delaware Engineering to provide engineering services for the Liberty Business Park (Old Route 17 Corridor) Water and Sewer Infrastructure Upgrade Project and for the opportunity to once again assist the Liberty community with this important infrastructure upgrades.

Submitted herewith, for Board consideration, is our agreement to provide professional services for the Liberty Business Park (Old Route 17 Corridor) Water and Sewer Infrastructure Upgrade Project.

This contract outlines our proposed scope of work, and the contract terms associated with the upgrades and is based on the information included in the "*March 2023 FY24 General Community Project Request, Award Notification, and September 2, 2025 Work Plan and Budget Narrative*", and "*August 2024 Town of Liberty - Fast NY Application – Liberty Business Park Application Water and Sewer Improvements Description and Award Notification*".

DELAWARE ENGINEERING, D.P.C.

We propose to complete the professional services detailed in this contract for a not-to-exceed-cost of **\$1,250,000**.

Note that this agreement utilized the \$1 million in federal funding (USEPA STAG CWSRF) by former US Rep. Marc Molinaro via a congressionally directed spending grant and matching funds to move the project to the 50% design phase. Completion of the design phase will take place in a subsequent agreement, with funding provided by the Fast NY Grant.

Please review this agreement and advise us of any desired changes. If all appears acceptable, please sign both of the enclosed copies, retaining the original for Town files, and mail the second signed copy to our Oneonta office for our contracts file.

SCOPE AND FEE SUMMARY

We propose to complete the professional services described herein for a not-to-exceed cost of \$1,250,000. The total fee presented below is based on the proposed project plan detailed in the “*March 2023 FY24 General Community Project Request and September 2, 2025 Work Plan and Budget Narrative*”, and “*August 2024 Town of Liberty - Fast NY Application – Liberty Business Park Application Water and Sewer Improvements Description*”.

A summary of the professional services tasks and a breakdown of costs for this contract is as follows:

Engineering Services

Task 1 – NYSDOH Engineering Report	\$ 45,000
Task 2 – NYSDEC Engineering Report	\$ 45,000
Task 3 – Design (50%)	\$ 703,250
Task 4 – USEPA Funding Compliance Services	\$ 50,000
Engineering Services Subtotal	\$843,250

Other Services

Task 5 – Elm Street Well Pilot Study Reporting	\$ 25,000
Task 6 – SEQRA	\$ 25,000
Task 7 – 202B Review(s) and/or District Formation(s)	\$ 50,000
Task 8 – Freshwater Wetland & Stream Disturbance Permit(s)	\$ 25,000
Task 9 – Confirm Other Required Permitting (e.g., NYSDOT, SCDPW, SWPPP, etc.)	\$ 20,000
Other Services Subtotal	\$ 145,000

Other Subcontract Services (Task 10)

Task 10A – Topographic Survey	\$ 96,750
Task 10B – Geotechnical Services	\$ 75,000

DELAWARE ENGINEERING, D.P.C.

Task 10C – Elm Street Well Pilot Study Sampling	\$ 50,000
Task 10D – Wetland Delineation for the Route	\$ 20,000
Task 10E – Property Purchase/Easement Identification	\$ 15,000
Other Subcontract Services	\$ 261,750
Professional Services Total =	\$1,250,000

PROJECT BACKGROUND

The Town of Liberty will advance design and engineering for critical water and sewer extensions designed to serve the Old Route 17 Corridor and the Liberty Business Park. These upgrades are essential to create shovel ready sites for up to 1.4 million square feet of commercial and industrial development while ensuring safe, reliable water and sewer service.

The \$1,000,000 congressional appropriation and matching funds of \$250,000 will fund planning and engineering and up to 50% design services. The funding will also help advance the preparation of final plans & specifications required for regulatory approval. A separate \$20 million FAST-NY grant will fund final design and engineering, as well as construction related expenses.

ANTICIPATED UPGRADES

The anticipated scope based on the “*August 2024 Town of Liberty - Fast NY Application – Liberty Business Park Application Water and Sewer Improvements Description and Award Notification*”, is summarized below:

Water:

Improvements to the Town water system would include replacing approximately 5,700 lineal feet of existing 6-inch diameter watermain from the intersection of Ferndale Road/Sullivan Avenue and Old Route 17/Harris Road, up Old Route 17 to the southern end of the existing Town Water District (WD022) with new 12-inch diameter piping and appurtenances, and installing approximately 800 lineal feet of new 12-inch diameter watermain and appurtenances (note: diameter needed to be increased based on higher demands), terminating near the midpoint of Business Park #1.

Approximately 2,350 lineal feet of the existing 8-inch diameter main and appurtenances connected to the Village’s water system from the Exit 100 roundabout, under NY 17/86 and extending onto Triangle Road (on-ramp to NY 17/86 West), should be upgraded to 12-inch diameter pipe. This work would eliminate the 8-inch diameter “bottleneck” between the Town’s 12-inch diameter mains.

Sanitary Sewer:

In regards to sanitary sewer needs, the Village of Liberty's wastewater treatment plant has adequate capacity to accept sanitary flow (amount subject to a future agreement between the Village and Town) from the development since it is currently operating at about 50% of its permitted flow capacity. However, new and upgraded Town and Village sanitary sewer collection and conveyance infrastructure will be necessary to accommodate this new contribution.

At Business Park #1, new infrastructure will include a new sanitary pump station and emergency generator near the development entrance and a new force main and appurtenances proceeding north to a high point on Old Route 17/Harris Road (approximately 4,000 lineal feet of pipe). The force main will connect to a new gravity sewer line which will run to the intersection of Old Route 17/Harris Road and Sullivan Avenue (approximately 2,000 lineal feet of pipe) and into a second new pump station. The new force main from the second pump station will be installed along Sullivan Avenue (approximately 2,700 lineal feet of pipe) and will connect to the existing Village gravity sewer manhole near the United States Postal Service Building.

The Village's existing Lanning's pump station will continue to operate, picking up flow from NYSDOT and two to three vacant properties.

Alternatively, during design, the depth required to flow by gravity from the Old Route 17/Harris Road and Sullivan Avenue intersection to the existing Village gravity sewer manhole near the United States Postal Service Building can be evaluated and given further consideration.

Other upgrades to the existing Village collection and conveyance system include replacement of the sanitary collection system from existing Village gravity sewer manhole near the United States Postal Service Building to the Days Inn pump station (approximately 1,500 lineal feet of pipe), replacement of the Days Inn pump station and the force main from the Days Inn pump station to the Village WWTP (approximately 2,000 lineal feet of pipe). The magnitude of these improvements can be refined during design.

Paving:

It is important to note that utility improvement work will take place within the limits of Sullivan County Department of Public Works and NYSDOT roadways and will, therefore, be subject to the requirements of those agencies. For the purposes of planning and budgeting, costs for repaving of affected roadways have been included. The final facility routes and SCDPW/NYSDOT-acceptable means/methods, including roadway restoration requirements, will need to be refined and addressed during design.

Summary of Improvements:

A bulleted summary of proposed water and sewer improvements is as follows:

- Municipal Water:
 - Source – Town of Liberty Ferndale Water District (WD022) and Village of Liberty

DELAWARE ENGINEERING, D.P.C.

- Facilities Required:
 - +/- 2,350 lineal feet of new 12-inch diameter main and appurtenances for Village interconnection from Exit 100 roundabout, under NY 17/86, and continuing to the existing 12-inch interconnect with the Town WD022 system on Triangle Road.
 - +/- 5,700 lineal of new 12-inch diameter main and appurtenances from the Ferndale Road/Sullivan Ave intersection with Old Route 17/Harris Road, up Old Route 17, to the end of Town water district WD022.
 - +/- 800 lineal feet of new 12-inch (max.) diameter main (i.e., main size is to be refined during design based on demands) and appurtenances from the end of WD022 to the midpoint of Business Park #1 (between Twin Bridge Road and Brooks Road).
- Municipal Wastewater:
 - Treatment Facility - Village of Liberty, NY, SPDES NY0030074
 - Facilities Required:
 - Town of Liberty:
 - New sanitary sewer pump station and appurtenances, and +/- 4,000 lineal feet of force main from the northern entrance to Business Park #1 to the high point on Old Route 17/Harris Road.
 - +/- 2,000 lineal feet of new gravity sewer and appurtenances from the high point on Old Route 17/Harris Road to the intersection with Sullivan Avenue.
 - New sanitary pump station and appurtenances at the Old Route 17/Harris Road and Sullivan Avenue.
 - +/- 2,700 lineal feet of new sanitary force main along Sullivan Avenue to the point of connection at the existing Village gravity sewer manhole near the United States Postal Service Building.
 - Village of Liberty:
 - Improvements to gravity collection system from Sullivan Avenue to the Days Inn pump station; +/- 1,500 lineal feet.
 - Upgrading or replacement of the Days Inn pump station.
 - Upgrading or replacement of the force main from the Days Inn pump station to the Village WWTP, +/- 2,000 lineal feet.

A Site Plan with Utility Improvements (Figure 1) and Cost Estimate identifying of all proposed work and estimated costs, is detailed in the “*August 2024 Town of Liberty - Fast NY Application – Liberty Business Park Application Water and Sewer Improvements Description*”.

PROJECT UNDERSTANDING

Delaware Engineering is uniquely qualified for this project because our first hand understanding is based on our long-term efforts collaborating with the County, Town and Sullivan Partnership to identify and seek funding for this project. In 2017 we prepared the Old Route 17 Corridor Study/Master Plan which we provided a project scope and cost estimate that accompanied the funding applications. A key step in securing the funding that the project has secured to date.

We refined the scope and budget to secure \$1 million in grant funding from USEPA STAG CWSRF by former US Rep. Marc Molinaro via a congressionally directed spending grant to provide new and upgraded infrastructure to make the area more competitive and diversify the economy.

By further refining the scope and cost, our assistance helped the Town to also secure a \$20 million dollar grant from FAST-NY infrastructure improvement program administered by Empire State Development (ESD), to help the community attract and grow business.

ASSUMPTIONS

This agreement is based on the following assumptions:

- This agreement is for planning and engineering up to 50% design services, including subcontracts.
- The work plan and scope of services will be similar to the comprehensive scope of services provided and successfully executed on previous Town projects.
- The design and required submittals, and subsequent professional services described herein, will be based on the project scope as set forth in August 2024 Town of Liberty - Fast NY Application – Liberty Business Park Application Water and Sewer Improvements Description.
- Costs for the services provided under this contract will be paid for using the \$1,000,000 CDS-EPA STAG grant funds and \$250,000 local match/cost share which is expected to be provided by Sullivan County, NY.
- The USEPA Grant Agreement with the Town of Liberty was executed on 9/17/25, with an anticipated contract end date of July 1, 2026.
- All work performed by Delaware Engineering will be 100% reimbursable under the terms of the USEPA grant.
- EPA grantees and subrecipients are required to seek and encouraged to utilize disadvantaged business enterprises (DBEs) for their procurement needs under the grant agreement.
- A separate work task has been included for addressing compliance with USEPA General Terms and Conditions (effective October 1, 2024). This work is done specifically to address USEPA financing needs and is not part of typical design/bid/construction work. In addition, significant costs are incurred soliciting quotes and coordinating subcontracts and, as such, Delaware will also seek compensation for this work under this work task.
- Invoices for services will be submitted to the Town, not more frequently than once per month. The Town intends to make payments to the Engineer within 30 calendar days and will submit

DELAWARE ENGINEERING, D.P.C.

for reimbursement from USEPA quarterly.

- Because of the cross jurisdictional nature of the project, lead agency for SEQR review may be the Town or Sullivan County.

SCOPE OF SERVICES

Delaware will provide the following professional services:

Engineering Services

- Task 1 – NYSDOH Engineering Report (Water System)
- Task 2 – NYSDEC Engineering Report (Sewer System)
- Task 3 – Design (50%)
- Task 4 – USEPA Funding Compliance Services

Other Services

- Task 5 – Elm Street Well Pilot Study Reporting
- Task 6 – SEQRA
- Task 7 – 202B Review(s)
- Task 8 – Freshwater Wetlands and Stream Disturbance Permit(s)
- Task 9 – Confirm Other Required Permitting
(e.g., NYSDOT, SCDPW, SWPPP, etc.)

Other Subcontract Services (Task 10)

- Task 10A – Topographic Survey
- Task 10B – Geotechnical Survey
- Task 10C – Elm Street Well Pilot Study Sampling
- Task 10D – Wetland Delineation for the Route
- Task 10E – Property Purchase/Easement Identification

A description of the work for each of these tasks follows:

ENGINEERING SERVICES

Task 1 – NYSDOH Engineering Report:

NYSDOH requires the Engineering Report to be submitted along with the final plans and specifications. As this contract bring the design to 50%, a 50% design/preliminary engineering report will be submitted to NYSDOH along with 50% design documents to obtain a preliminary review.

The intent of the preliminary engineering report review is to obtain Department comments that could alter the final design scope and/or cost.

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These comments can then be considered during the final design during which the final engineering report can be prepared (under the final design contract) with and submitted along with the 100% design documents.

Under this task, Delaware will provide the following services to support the NYSDEC Engineering Report.

1. Meet with Town Water and Sewer Dept. and Village DPW and Water Department to review existing conditions, system components, and proposed improvements.
2. Collect and review existing information.
3. Prepare NYSDOH Engineering Report (50% Design/Preliminary) in accordance with the requirements set forth in Recommended Standards for Water Works (RSWW).
4. Forward up to two sets and a digital copy (.pdf) of the of the Engineering Report to the District Office, and if needed Albany Office, of the NYSDOH. Provide two sets to the Town for review.
5. Review and summarize up to one round of NYSDOH comments, and any further Town comments, and identify how these changes could affect the final design scope and/or cost.

Site Visits:

- As required

Deliverables:

- NYSDOH Engineering Report (50% Design/Preliminary)
 - Up to two (2) copies and a digital copy (.pdf) of the report to the to Town
 - Up to two (2) sets and a digital copy (.pdf) of the report to NYSDOH (up to one to the District Office and one to the Albany Office) for review and comment
- Written comment summary letter
 - Digital copy (.pdf) of the written comment summary letter to the Town

Task 2 – NYSDEC Engineering/Basis of Design Report:

NYSDEC requires the Engineering/Basis of Design Report to be submitted along with the final plans and specifications. As this contract bring the design to 50%, a 50% design/preliminary engineering report will be submitted to NYSDEC along with 50% design documents to obtain a preliminary review.

The intent of the preliminary engineering report review is to obtain Department comments that could alter the final design scope and/or cost.

These comments can then be considered during the final design during which the final engineering report can be prepared (under the final design contract) with and submitted along with the 100% design documents.

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Under this task, Delaware will provide the following services to support the NYSDEC Engineering Report.

1. Meeting with Town Water and Sewer Dept. and Village Water and Sewer Départements. to review system existing conditions, system components, and proposed improvements.
2. Prepare NYSDEC Engineering/Basis of Design Report (50% Design/Preliminary BODR) in accordance with the Recommended Standards for Wastewater Facilities (RSWF).
3. Forward up to two sets and a digital copy (.pdf) of the of the Engineering Report to NYSDEC for review. Provide two sets to the Town for review.
4. Review and summarize up to one round of NYSDEC comments, and any further Town comments, and identify how these changes could affect the final design scope and/or cost.

Note: Based on the scope of the project we have included a scope of work and budget to prepare an engineering report and not a facility plan (which is typically provided for WWTP or major system upgrades).

Site Visits:

- As required

Deliverables:

- NYSDEC Engineering/Basis of Design Report (50% Design/Preliminary)
 - Up to two (2) copies and a digital copy (.pdf) of the report to the to Town
 - Up to two (2) sets and a digital copy (.pdf) of the report to NYSDEC (up to one to the Regional Office and one to the Albany Office) for review and comment
- Written comment summary letter
 - Digital copy (.pdf) of the written comment summary letter to the Town

Task 3 – Design Services:

Under this task, Delaware will provide the following design services.

1. Travel to site to review existing conditions and gather additional information needed for work.
2. Coordinate and review project work with the Town and Village staff via site visits, telephone and email.
3. Work with equipment manufacturer/suppliers and outside consultants/subcontractors to develop specifications needed for the improvements.
4. Prepare 50% Contract Documents (i.e., plans and specifications) for up to four prime contracts (i.e., Contract Nos. TL1-G-26 – General; TL1-E-26 – Electrical; TL1-H-26 – HVAC; and TL1-P-26 – Plumbing), for regulatory review and approval, bidding in accordance with NYS Municipal Law, and for use during construction. Drawings will be prepared on 24" x 36" sheets at a reasonable scale and developed based on existing information from earlier plant construction and supplemented by

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field measurements and site surveying information previously collected by the surveying subcontractor.

5. Obtain prevailing wage schedules for the Sullivan County area online from NYSDOL.
6. Prepare 50% Specifications to include bid notice/advertisement, information for bidders, work item descriptions, bid forms, bond requirements, agreement information, general conditions, special conditions, technical specifications, prevailing wage schedules.

Obtaining the required building permits will be the responsibility of the awarded contractors.

A storm water pollution prevention plan (SWPPP) may be required. This would include a full SWPPP or a partial SWPPP related to erosion and sediment control. Plans relating to the 50% design will be reviewed with a SWPPP subcontractor to make this determination. SWPPP documents including design drawings will be prepared as part of the final design.

7. Prepare and provide the Town with a 50% design drawing set, select specifications and an updated probable cost estimate. The Engineer will, to the best of their ability, advise the Town if it is believed that the costs may exceed the project budget due to unforeseen conditions, changes requested by regulatory agencies, changes requested by the Town, updated cost information for materials or services, or other factors which became evident during design.
8. Review updated project cost estimate and 50% design drawings with the Town and Village staff and other Town personnel. Note comments for use in final design.
9. Prepare for and attend monthly Town Board Meetings (1st Monday) to apprise the Board of project activities.

Site Visits:

- To Site(s) – periodic, as required
- To Town Board Meetings – up to monthly

Deliverables:

- Opinion of Probable Project Cost to Town
- 50% Contract Documents (plans and specifications)
 - Up to two (2) copies and digital copy (.pdf) of the contract documents to the to Town, if required.

Subcontract work associated with this task:

- Topographic Survey
- Geotechnical Services
- Wetland Delineation for the Route:
- Property Purchase/Easement Identification

Task 4 – USEPA Funding Compliance Services (e.g., DBE):

Under this task, Delaware will provide the following services to support the USEPA Funding Compliance with the General Terms and Conditions (effective October 1, 2024). This work task has been added for addressing compliance with USEPA Funding requirements including seeking and utilizing disadvantaged business enterprises (DBEs) for their procurement needs under the grant agreement, Six Good Faith Efforts, MBE/WBE Reporting, Record Keeping, Contract Administration Requirements, and other related work. This work is done specifically to address USEPA financing needs and is not part of typical design work.

Work will include:

1. Seeking and utilizing certified DBEs Contract related activities, including solicitation for quotes, and coordination with certified and non-certified DBE/MBE/WBE subcontractors selected during the DBE solicitation process, following the six good faith efforts.
2. MBE/WBE reporting to maintain documentation of their efforts to comply with the DBE requirements and report to EPA on their utilization of DBEs for procurements of goods and services using EPA Form 5700-52A.
3. Maintain all records documenting its compliance with the requirements of this program in accordance with applicable record retention requirements for the recipient's financial assistance agreement.
4. Follow USEPA contract administration requirements.
5. Follow USEPA subcontract administration requirements, see Other Subcontract Services (Task 10) below.
6. Communications with USEPA DBE/MBE/WBE and technical staff.
7. Work related to responding to USEPA requests for other documents related to program requirements.

Deliverables:

- DBE/MBE/WBE Reporting & Record Keeping Documents
- Responses to USEPA requests for other documents related to program requirements

Subcontract work associated with this task:

- None

OTHER SERVICES

Task 5 – Elm Street Well Pilot Study Reporting:

Under this task, Delaware will provide the following services to support Elm Street Well Pilot Study Reporting.

1. Collect and summarize data from the Elm Street Well Pilot Study Sampling, see Other Subcontract Services Task 10C – Elm Street Well Pilot Study Sampling below.

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2. Prepare Elm Street Well Pilot Study Report.
3. Forward up to three sets of the Engineering Report to NYSDOH for review. Provide two sets to the Town for review.
4. Review and address up to one round of NYSDOH comments, and any further Town comments, and provide written response letter to NYSDOH, if required.
5. Forward up to three sets of the revised Engineering Report to NYSDOH for approval.

Site Visits:

- To Elm Street Well – periodic, as required
- To Town Board Meetings – up to monthly

Deliverables:

- Elm Street Well Pilot Study Report
 - Up to two (2) copies and digital copy (.pdf) of the original report and up to two (2) copies of the revised report to the Town, if required.
 - Up to two (2) sets and digital copy (.pdf) of the original report and up to two (2) copies and digital copy (.pdf) of the revised report to NYSDOH for review, comment, and approval, if required
- Written comment response letter, if required
 - Up to two (2) sets and digital copy (.pdf) of the written comment response letter to the Town, if required.
 - Up to two (2) sets and digital copy (.pdf) of the written comment response letter to the NYSDOH, if required.

Subcontract work associated with this task:

- Elm Street Well Pilot Sampling

Task 6 – SEQRA:

Under this task, Delaware will provide the following services to support coordinated environmental review utilizing the Long Environmental Assessment Form (LEAF) in conformance with the requirements of the New York State Environmental Quality Review Act. We have assumed the town will serve as lead agency, but it may end up being the County.

1. Prepare a Long Environmental Assessment Form (LEAF) Part 1 for review and classification of the action by the Board.
2. Prepare a draft resolution for the Town (or County) to act as lead agency for the coordinated review of an Unlisted action.
3. Prepare and circulate LEAF Part 1 and SEQR meeting materials along with the Town's (County) request to be lead agency, to all identified potentially involved agencies to establish lead agency and determine jurisdiction of other involved agencies.
4. Prepare documentation for a consultation project review with the NYS OPRHP/SHPO
5. Collect and organize comment responses from potentially involved agencies.

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6. Prepare draft Parts 2 and 3 of the LEAF, as well as draft resolution for a determination of significance and submit to the Town (County) for review.
7. Prepare for and attend a Town (County) meeting to review Parts 2 and 3.
8. Submit the final determination to the NYS Department of Environmental Conservation for publication in the Environmental Notice Bulletin.

Site Visits:

- To Sites(s) – periodic, as required
- To Town (County) Board Meetings – up to 3 meetings

Deliverables:

- Long Environmental Assessment Form Parts 1, 2, and 3
 - Up to eight (8) copies and digital copy (.pdf) to the Town (County), if required
- Supplemental Environmental Review materials
 - Up to eight (8) copies and a digital copy (.pdf) to the Town (County), if required

Task 7 – 202B Review(s) and/or District Formation(s):

Under this task, Delaware will provide the following services to support Town in the 202B Review(s) and/or District Formation.

1. Prepare a Map, Plan, & Report(s) in accordance with Town Law 202B, containing the following information:
 - a. General description of sewage collection and treatment system
 - b. General plan of improvements
 - c. Proposed operations
 - d. Statement of regulatory review
 - e. Maximum amount to be expended
 - f. Detailed explanation of costs
 - g. Cost to a typical property owner
 - h. Method of finance
2. Provide technical support for the public hearing and 202b proceedings
3. Provide technical support for District Formation(s), if required.

Site Visits:

- To Sites(s) – periodic, as required
- To Town Board Meetings – up to three meetings

Deliverables:

- Map, Plan & Report(s) and/or District Formation Document(s)
 - Up to five (5) copies and digital copy (.pdf) to the Town, if required

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- Up to two (2) copies and well as a digital copy (.pdf) to the Bond Counsel, if required

Task 8 – Freshwater Wetland & Stream Disturbance Permit(s):

Under this task, Delaware will provide the following services to secure necessary Freshwater Wetland & Stream Disturbance Permit(s).

- Review wetland delineation (see Task 10D, below)
- Prepare Joint Application Form and submit to NYSDEC Bureau of Ecosystem Health

Site Visits:

- Up to two

Deliverables:

- Joint Permit Application
 - Digital copy (.pdf) to the Town, if required
 - Digital copy (.pdf) to the NYSDEC Bureau of Ecosystem Health

Task 9 – Confirm Other Required Permitting:

Under this task, Delaware will provide the following services to support the Town to confirm other required permitting.

1. Review preliminary design with applicable agencies to confirm need for additional permits.
2. It is expected that other permits will be required from
 - a. NYSDOT
 - b. SCDPW
 - c. NYSDEC - SWPPP
 - d. Other

Site Visits:

- Up to two

Deliverables:

- List/description of other permits needed

OTHER SUBCONTRACT SERVICES (TASK 10)

Under this task, Delaware plans to subcontract with qualified firms to provide required subcontract services.

All subcontracts will comply with USEPA General Terms and Conditions (effective October 1, 2024) in place at this time.

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We may solicit other firms for other services as the project proceeds and requirements are refined. We will follow the USEPA program requirements to Utilization of Disadvantaged Business Enterprises, following the prescribed good faith efforts whenever procuring construction, equipment, services and supplies under an USEPA financial assistance agreement, and will maintain records documenting compliance.

All subcontracts will be administrated in full compliance with EPA procurement requirements for community grants related to engineering design contracts, specifically including:

Subrecipient Selection and Competition: Subrecipients will be selected using a system that properly differentiates between subrecipients and procurement contractors, consistent with 2 CFR 200.331.

Verification of Subrecipients: Potential subrecipients will not be excluded or disqualified according to 2 CFR 180.300, such as confirming in [SAM.gov](https://www.sam.gov) that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.

Subaward Agreements: Subaward agreements will follow a system that ensures all subaward agreements are in writing and contain all the elements required by 2 CFR 200.332(b).

Unique Entity Identifier (UEI): Subaward agreements will ensure that each subrecipient has a UEI before making subawards.

Monitoring Subrecipient Compliance: Subaward agreements will have provisions to monitor subrecipient activities to ensure compliance with applicable requirements.

Six Good Faith Efforts: Subaward agreements will include a commitment to comply with the six good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement.

Contract Administration Provisions: Subaward agreements will ensure compliance with the contract administration provisions of 40 CFR Section 33.302 (a)-(d) and (i).

Reporting and Recordkeeping: Although reporting and recordkeeping requirements under 40 CFR Part 33, Subpart E are suspended, the subaward agreements will address how these requirements will be managed if applicable.

A summary of the planned subcontracts is as follows:

Task 10A – Topographic Survey:

Under this task, Delaware plans to subcontract with qualified firms to provide Topographic Survey, as required.

A budget of \$96,750 has been established for this subcontract. A formal contract will be developed once this contract has been executed.

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Task 10B – Geotechnical Services:

Under this task, Delaware plans to subcontract with qualified firms to provide Geotechnical Services. Including borings and a geotechnical report for new facilities.

A budget of \$75,000 has been established for this subcontract. A formal contract will be developed once this contract has been executed.

Task 10C – Elm Street Well Pilot Sampling:

Under this task, Delaware plans to subcontract with qualified firms to provide Elm Street Well Pilot Sampling.

A budget of \$50,000 has been established for this subcontract. A formal contract will be developed once this contract has been executed.

Task 10D – Wetland Delineation for the Route:

Under this task, Delaware plans to subcontract with qualified firms to provide Wetland Delineation for the route and provide Consultant Option Parcel Jurisdictional Determination, as required.

A budget of \$25,000 has been established for this subcontract. A formal contract will be developed once this contract has been executed.

Task 10E – Property Purchase/Easement Identification:

Under this task, Delaware plans to subcontract with qualified firms to provide Property Purchase/Easement Identification services.

This is anticipated to include providing a list of all proposed required purchases, and construction phase and permeant easements with tax map designation, and owners information. We anticipate that this work will be performed by a NYS licensed surveying firm.

A budget of \$15,000 has been established for this subcontract. A formal contract will be developed once this contract has been executed.

SUMMARY OF COSTS

Delaware Engineering will complete the above-listed additional professional services for a not-to-exceed cost of **\$1,250,000**. A breakdown of costs is as follows:

Engineering Services

Task 1 – NYSDOH Engineering Report	\$ 45,000
Task 2 – NYSDEC Engineering Report	\$ 45,000
Task 3 – Design (50%)	\$ 703,250

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Task 4 – USEPA Funding Compliance Services	\$ 50,000
Engineering Services Subtotal	\$ 843,250

Other Services

Task 5 – Elm Street Well Pilot Study Reporting	\$ 25,000
Task 6 – SEQRA	\$ 25,000
Task 7 – 202B Review(s) and/or District Formation(s)	\$ 50,000
Task 8 – Freshwater Wetland & Stream Disturbance Permit(s)	\$ 25,000
Task 9 – Confirm Other Required Permitting (e.g., NYSDOT, SCDPW, SWPPP, etc.)	\$ 20,000
Other Services Subtotal	\$ 145,000

Other Subcontract Services (Task 10)

Task 10A – Topographic Survey	\$ 96,750
Task 10B – Geotechnical Services	\$ 75,000
Task 10C – Elm Street Well Pilot Study Sampling	\$ 50,000
Task 10D – Wetland Delineation for the Route	\$ 25,000
Task 10E – Property Purchase/Easement Identification	\$ 15,000
Other Subcontract Services Subtotal	\$ 261,750

Professional Service Total \$1,250,000

These costs will be funded by the \$1 million USEPA STAG Grant and \$250,000 in matching funds to be provided by Sullivan County.

PROJECT SCHEDULE

Design is anticipated to begin upon execution of this contract. The anticipated project schedule is included below:

ANTICIPATED PROJECT SCHEDULE	
Preliminary Planning & Engineering	June 2021 – August 2024
Planning and 50% Design (USEPA Grant)	October 2025 – June 2026
100% Design & Permitting (ESD Fast NY funded):	July 2026 – March 2027
Bid/Award:	April – June 2027
Construction:	July 2027 – June 2028

A detailed project schedule is shown in Attachment A – Anticipated Project Schedule.

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COMPENSATION

Total compensation for services in this contract shall not exceed **\$1,250,000** unless prior authorization is received from the Client. Compensation shall commence for services provided from contract signing and continue until completion of the work detailed herein.

Compensation for tasks performed by Delaware Engineering under this contract shall be on a lump sum basis, with bills based on the approximate percentage of the task completed at the time of invoicing.

Compensation for Other Subcontract Services will be for amounts actually invoiced by subcontractors plus the markup. Compensation to subcontracts will be based on the specific terms for each subcontract.

Contract budgets for individual tasks can be adjusted as needed to cover actual costs without any contract amendment, as long as the overall professional services total is maintained.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to the Engineer within 30 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203 Attention: Susan Olivares

ADDITIONAL SERVICES

Additional services can be provided if deemed necessary and approved by the Town. Compensation for additional services can be negotiated as needed. Additional work will be approved by the Town 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.

STANDARD CONTRACT TERMS AND CONDITIONS

Our standard terms and condition, apply to this contract included as Attachment B.

RATE SCHEDULE

Delaware's rate schedule for 2025 is included as Attachment C. For work beyond 2025, hourly rates will be subject to increase in accordance with subsequent annual rate schedules; however, overall task budgets will not be altered due to rate adjustments.

DELAWARE ENGINEERING, D.P.C.

USEPA TERMS AND CONDITIONS

USEPA General Terms and Conditions USEPA General Terms and Conditions (effective October 1, 2024) and applicable clauses from Appendix II to Part 200, Title 2 apply to this contract and are included as Attachment D.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

In order to comply with USEPA Program Requirements, Delaware is required to seek and encouraged to utilize disadvantaged business enterprises (DBEs) for their procurement needs under the grant agreement.

ATTACHMENTS

Attachment A – Anticipated Project Schedule

Attachment B – Standard Terms and Conditions

Attachment C – Rate Schedule (2025)

Attachment D – USEPA General Terms and Conditions (effective October 1, 2024) and Appendix II to Part 200, Title 2

ENDORSEMENTS

The following endorsement signifies that both parties accept the terms of this proposal and authorizes Delaware Engineering, D.P.C. to conduct the work set forth above.

	<u>TOWN OF LIBERTY, NY</u> (OWNER/CLIENT)		<u>DELAWARE</u> <u>ENGINEERING, D.P.C.</u> (ENGINEER)
By: _____		By:  _____	
			(Signature)
Print Name: _____	Frank DeMayo	Print Name: _____	Dave Ohman, P.E.
Title: _____	Supervisor	Title: _____	Principal
Date: _____		Date: _____	10/15/25

Attachment A

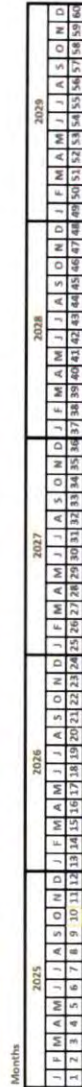
Anticipated Project Schedule

Town of Liberty - Liberty Business Park - Anticipated Schedule

Select a period to highlight or right. A legend describing the shading follows

Current Month: 10 Plan Duration Actual Start % Complete Actual (beyond plan) % Complete (beyond plan)

ACTIVITY	PLANNED START	PLANNED DURATION	ACTUAL START	ACTUAL DURATION	PERCENT COMPLETE	Months											
						2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
USEPA Grant Period	10	9	0	0	0%	J	F	M	A	M	J	J	A	S	O	N	D
Phase 1 Engineering Agreement Execution	30	1	0	0	0%	1	2	3	4	5	6	7	8	9	10	11	12
Engineering Services	-	-	-	-	-												
Task 1 - NYSDOH Engineering Report	13	6	0	0	0%												
Task 2 - NYDEC Engineering Report	13	6	0	0	0%												
Task 3 - Design (50%)	13	6	0	0	0%												
Task 4 - USEPA Funding Compliance Services	10	9	0	0	0%												
Other Services	-	-	-	-	-												
Task 5 - Elm Street Well Pilot Study Reporting	11	3	0	0	0%												
Task 6 - SEQRA	13	5	0	0	0%												
Task 7 - 2028 Review(s) and/or District Formation(s)	13	6	0	0	0%												
Task 8 - Freshwater Wetlands and Stream Disturbance Permit(s)	15	12	0	0	0%												
Task 9 - Confirm Other Required Permitting	13	6	0	0	0%												
Other Subcontract Services	-	-	-	-	-												
Task 10A - Topographic Survey	11	4	0	0	0%												
Task 10B - Geotechnical Services	12	4	0	0	0%												
Task 10C - Elm Street Well Pilot Study Sampling	11	3	0	0	0%												
Task 10D - Wetland Delineation for the Route	16	2	0	0	0%												
Task 10E - Property Purchase/Easement Identification	13	6	0	0	0%												
ESD Fast NY Grant Period	11	20	0	0	0%												
Phase 2 Engineering Agreement Execution	13	1	0	0	0%												
Engineering Services	-	-	-	-	-												
Task 1 - Design (100%)	19	4	0	0	0%												
Task 2 - Regulatory Review	23	5	0	0	0%												
Task 3 - Finalize Permitting	23	5	0	0	0%												
Task 4 - Bid/Award	28	3	0	0	0%												
Task 5 - Construction Admin. and Eng. During Construction	31	18	0	0	0%												
Task 6 - Construction Inspection	31	12	0	0	0%												
Task 7 - As-Builts	49	2	0	0	0%												
Task 8 - ESD Funding Compliance Services	17	32	0	0	0%												
Other Services	-	-	-	-	-												
Task 9 - Hydrogeological Study	-	-	-	-	-												
Task 10 - EJ EPPP (Only required for SPDES Permit Mod.)	-	-	-	-	-												
Task 11 - NYDEC 6 NYCRR and Part 750-2.10 - Approval	23	4	0	0	0%												
Other Subcontract Services	-	-	-	-	-												
Task 12A - SWPPP Design & Construction Phase	19	24	0	0	0%												
Task 12B - Easement Preparation (const. and/or permanent)	19	11	0	0	0%												
Task 12C - As-Built Surveying	47	2	0	0	0%												
Construction (on-site)	30	12	0	0	0%												



DELAWARE ENGINEERING, D.P.C.

Attachment B

Standard Terms and Conditions

DELAWARE ENGINEERING, D.P.C.

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 can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. 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 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.

3. 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.

4. 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.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, 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.

6. OPINIONS OF CONSTRUCTION COST. 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.

7. 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 contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. 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.

9. 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 projects involving construction, CLIENT agrees to require its 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 contractor's primary coverage.

10. HAZARDOUS MATERIAL. 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 retains title to all hazardous material existing on the site and 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 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.

11. 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.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT.

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 limits of the ENGINEER'S insurance under this Agreement. 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.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. 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.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. 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.

17. STATUTES OF LIMITATION. 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.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203.

24. 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.

Attachment C
Rate Schedule (2025)

**2025
HOURLY RATE SCHEDULE**

Personnel	Rate
Project/Accounting Coordinator/Senior Coordinator	\$90 - \$110
Designer/Senior Designer	\$105 - \$185
Construction Inspector/Senior Construction Inspector	\$135 - \$165
Construction Manager/Senior Construction Manager	\$185 - \$205
Environmental Scientist or GIS Specialist/Senior Scientist/GIS	\$150 - \$180
Public Engagement Specialist/Grants Manager	\$165 - \$185
Planner/Senior Planner	\$170 - \$180
Engineer	\$125 - \$165
Design Engineer/Senior Design Engineer	\$125 - \$165
Project Engineer/Senior Project Engineer	\$155 - \$185
Senior Engineer/Managing Engineer	\$195 - \$245
Principal or Partner Engineer, Scientist or Planner	\$235 - \$265

Reimbursable Expenses:

- | | |
|-------------------------------------|--|
| 1. Mileage | @ Federal Rate |
| 2. Travel Expenses (Lodging, Meals) | @ Federal Per Diem Rate |
| 3. Telecommunications | @ Cost |
| 4. FedEx, UPS, US Postal, Courier | @ Cost |
| 5. Subcontract Management | @ Cost plus 10% |
| 6. Other allowable costs | @ Cost (Plan Reproductions, Photographs, etc.) |

Attachment D

USEPA General Terms and Conditions (effective October 1, 2024)
and Appendix II to Part 200, Title 2

Environmental Protection Agency

General Terms and Conditions

Effective October 1, 2024

Revision History:

The Environmental Protection Agency's General Terms and Conditions ***are published and become effective October 1st at the start of the federal fiscal year.*** Any additions, revisions, or changes to the terms and conditions after October 1 will be summarized below.

T&C Number	Effective Date	Description of Changes
#54	4/03/2025	Added new T&C on Federal anti-discrimination laws.
#3	4/03/2025	Added a new termination provision if the award no longer effectuates the program goals or agency priorities.
#27	4/03/2025	Updated pursuant to a class exception to subparts of 40 CFR Part 33 issued on March 17, 2025.
#8, 42, 47	4/03/2025	Revised in accordance with administration priorities.
#41	4/26/2025	Added a new T&C on the procurement of synthetic nucleic acids and benchtop nucleic acid synthesis equipment.
#15	3/12/2025	The Federal Subaward Reporting System (FSRS) was decommissioned and replaced fully by the System for Award Management (SAM.gov), all references to FSRS have been replaced with SAM.gov to reflect this change.
#18	11/26/2024	Added language on the de minimis rate for grants amended to incorporate the October 2024 Revisions to 2 CFR Part 200.

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Preface

1. Introduction

- (a) These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in [2 CFR 200.339](#) and [2 CFR 200.340](#).
- (b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title [2 CFR Part 200](#) and [2 CFR Part 1500](#). 2 CFR 1500.2, Adoption of 2 CFR Part 200, states the EPA adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the EPA policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of [2 CFR 200.110\(a\)](#) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

3. Termination (Updated 4/03/2025)

Consistent with [2 CFR 200.340](#), EPA may terminate this award in part or its entirety:

- (a) If a recipient or subrecipient fails to comply with the terms and conditions of the award, including statutory or regulatory requirements;
- (b) With the consent of the recipient when both the recipient and the EPA agree upon the termination conditions, which include the effective date and, in the case of partial termination, the portion to be terminated;
- (c) If a recipient sends the EPA a written notification of the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated; however, if the EPA determines that the remaining portion of the Federal award will not accomplish the

purposes for which the Federal award was made, the EPA may terminate the award in its entirety; or

- (d) Pursuant to the programmatic terms and conditions specified in the Federal award.
- (e) By the EPA or pass-through entity to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities. **This provision applies to all new awards and funding amendments (incremental and supplemental) made on or after April 3, 2025.**

Financial Information

4. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See [2 CFR 1500.9](#).

5. Automated Standard Application Payments (ASAP) and Proper Payment Draw Down

Electronic Payments. Recipients must be enrolled or enroll in the Automated Standard Application for Payments (ASAP) system to receive payments under EPA financial assistance agreements unless:

- EPA grants a recipient-specific exception;
- The assistance program has received a waiver from this requirement;
- The recipient is exempt from this requirement under [31 CFR 208.4](#); or,
- The recipient is a fellowship recipient pursuant to [40 CFR Part 46](#).

EPA will not make payments to recipients until the ASAP enrollment is completed or if recipients fall under one of the above categories. EPA's Research Triangle Park Finance Center (RTPFC) will initiate the ASAP enrollment based on the key contact information on the grant application. The "payee" on the key contacts form will receive an email from ASAP indicating the steps required for completing the enrollment. Recipients may request exceptions using the procedures below.

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved payments are credited to the account at the financial institution of the recipient organization set up by the recipient during the ASAP enrollment process.

Additional information concerning ASAP and enrollment can be obtained by contacting the EPA RTPFC, at rtpfc-grants@epa.gov, or by visiting: <https://www.fiscal.treasury.gov/asap/>.

EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the recipient demonstrates to EPA that receiving payment via ASAP places an undue administrative or financial management burden on the recipient or EPA determines that granting the waiver is in the public interest. Recipients may request an exception to the requirement by following the procedures specified in [RAIN-2018-G06-R](#).

Proper Payment Drawdown (for recipients other than states)

- (a) As required by [2 CFR 200.305\(b\)](#), the recipient must draw funds from ASAP only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors, subrecipients or to satisfy other obligations for allowable costs under this assistance agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within 5 business days of drawdown will comply with this requirement and the recipient agrees to meet this standard when performing this award.
- (b) Recipients may not retain more than 5% of the amount drawn down, or \$1,000 whichever is less, 5 business days after drawdown to materially comply with the standard. Any EPA funds subject to this paragraph that remain undisbursed after 5 business days must be fully disbursed within 15 business days of draw down or be returned to EPA.
- (c) If the recipient draws down EPA funds in excess of that allowed by paragraph b., the recipient must contact rtpfc-grants@epa.gov for instructions on whether to return the funds to EPA. The recipient must comply with the requirements at [2 CFR 200.305\(b\)\(11\)](#) regarding depositing advances of Federal funds in interest bearing accounts.
- (d) Returning Funds: [Pay.gov](#) is the preferred mechanism to return funds. It is free, secure, paperless, expedient, and does not require the recipient/vendor to create an account. Contact RTPFC-Grants at rtpfc-grants@epa.gov to obtain complete instructions. Additional information is available at the [Pay.gov website](#). Information on how to repay EPA via check is available at <https://www.epa.gov/financial/makepayment>. Instructions on how to return funds to EPA electronically via ASAP are available at <https://www.fiscal.treasury.gov/asap/>.
- (e) Failure on the part of the recipient to materially comply with this condition may, in addition to EPA recovery of the un-disbursed portions of the drawn down funds, lead to changing the payment method from advance payment to a reimbursable basis. EPA may also take other remedies for noncompliance under [2 CFR 200.208](#) and/or [2 CFR 200.339](#).
- (f) If the recipient believes that there are extraordinary circumstances that prevent it from complying with the 5-business day disbursement requirement throughout the performance period of this agreement, recipients may request an exception to the requirement by following the procedures specified in [RAIN-2018-G06-R](#). EPA will grant exceptions to the 5-business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest. EPA will grant exceptions to the 5-business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest.

Proper Payment Drawdown for State Recipients

In accordance with [2 CFR 200.305\(a\)](#), payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified [at 31 CFR Part 205, Subparts A and B](#) and [Treasury Financial Manual \(TFM\) 4A-2000, "Overall Disbursing Rules for All Federal Agencies"](#) unless a program specific regulation (e.g. 40 CFR 35.3160 or 40 CFR 35.3560) provides

otherwise. Pursuant to 31 CFR Part 205, [Subpart A—Rules Applicable to Federal Assistance Programs Included in a Treasury-State Agreement](#), States follow their Treasury-State CMIA Agreement for major Federal programs listed in the agreement. For those programs not listed as major in the Treasury-State agreement, the State follows the default procedures in 31 CFR Part 205, [Subpart B—Rules Applicable to Federal Assistance Programs Not Included in a Treasury-State Agreement](#), which directs State recipients to draw-down and disburse Federal financial assistance funds in anticipation of immediate cash needs of the State for work under the award. States must comply with [2 CFR 200.302\(a\)](#) in reconciling costs incurred and charged to EPA financial assistance agreements at time of close out unless a program specific regulation provides otherwise.

Selected Items of Cost

6. Prohibition on Certain Telecommunications and Video Surveillance Service Equipment or Services

Prohibition on covered telecommunications and video surveillance services or equipment is effective on all obligations and expenditures of EPA financial assistance funding as of August 13, 2020, including awards made before that date.

As required by [2 CFR 200.216](#), EPA recipients and subrecipients, including borrowers under EPA-funded revolving loan fund programs, are prohibited from obligating or expending Federal loan or grant funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Pursuant to [2 CFR 200.216\(c\)](#), “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Consistent with [2 CFR](#)

[200.471](#), costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- (a) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in [2 CFR 200.216](#) to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889 of [Public Law 115-232](#), are recorded in the [System for Award Management](#) exclusion list.

7. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management's [Fact Sheet: How to Compute Rates of Pay](#) and [Fact Sheet: Expert and Consultant Pay](#). Specifically, to determine the maximum daily rate, follow these steps:

- (1) Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round \$18.845 to \$18.85).
- (2) Multiply the hourly rate by 8 hours. The product is the maximum daily rate.

Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See [2 CFR 1500.10](#).

8. Establishing and Managing Subawards (Updated 4/03/2025)

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable subaward provisions of 2 CFR Part 200 and the [EPA Subaward Policy](#).

As a pass-through entity, the recipient agrees to:

1. Select subrecipients and conduct subaward competitions, as appropriate, using a system that properly differentiates between subrecipients and procurement contractors consistent with the differentiating characteristics explained in 2 CFR [200.331](#) and EPA's supplemental guidance in [Appendix A of the EPA Subaward Policy](#).
2. Verify that the potential subrecipient is not excluded or disqualified in accordance with the verification methods provided in [2 CFR 180.300](#), such as confirming in SAM.gov that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.
3. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by [2 CFR 200.332\(b\)](#). EPA has developed a template for subaward agreements that is available in [Appendix D of the EPA Subaward Policy](#).
4. Prior to making subawards, ensure that each subrecipient has a "Unique Entity Identifier" (UEI). The UEI is required by [2 CFR Part 25](#) and [2 CFR 200.332\(b\)](#). Subrecipients are not required to complete full [System for Award Management \(SAM.gov\)](#) registration to obtain a UEI. Information regarding obtaining a UEI is available at the System for Award Management (SAM.gov) Internet site: <http://www.sam.gov/SAM/> and in the General Condition of the pass-through entity's agreement with EPA entitled "**System for Award Management and Universal Identifier Requirements**" T&C of the pass-through entity's agreement with the EPA.
5. Ensure that subrecipients are aware of the requirements that apply to the subaward, including those that flow down from the recipient, as required by [2 CFR 200.332\(b\)](#) and monitor the activities of the subrecipient to ensure compliance with these requirements per [2 CFR 200.332\(e\)](#). These requirements include, among others:
 - a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable, including provisions protecting free speech, religious liberty, public welfare, and the environment per [2 CFR 200.300\(a\)](#), as well as regulations, including [2 CFR 200.300\(b\)](#) prohibiting discrimination based on sex.
 - b. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"
 - c. Limitations on individual consultant fees as set forth in [2 CFR 1500.10](#) and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"
 - d. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees.**"
 - e. The Procurement Standards in [2 CFR Part 200](#) including those requiring competition when the subrecipient acquires goods and services from

- contractors (including consultants) and Domestic preferences for procurements at [2 CFR 200.322](#).
- f. Other statutes, regulations and Executive Orders that may apply to subawards are described at [Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients](#). Many Federal requirements are agreement- or program-specific, and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.
6. Establish and follow a system for evaluating subrecipient fraud risk and risk of noncompliance with a subaward to determine the appropriate monitoring described at [2 CFR 200.332\(c\)](#) and consider whether, based on the evaluation of risk, additional monitoring tools may be useful as described in [2 CFR 200.332\(f\)](#). When evaluating a subrecipient's risk, a pass-through entity should consider:
- a. The subrecipient's prior experience with same or similar subawards;
 - b. Results of previous audits, including considering whether the subrecipient receives a Single Audit, in accordance with [2 CFR Part 200, Subpart F](#) and the extent to which the same or similar subawards have been audited as a major program;
 - c. Whether the subrecipient has new personnel or new or substantially change systems, and
 - d. The extent and results of any Federal agency monitoring (for example, if the subrecipient also receives Federal awards directly from the Federal agency).
7. Establish and follow a process for deciding whether to implement specific conditions in subawards based on risk factors, as described in [2 CFR 200.208](#), and notify EPA of the specific conditions as required by [2 CFR 200.332\(d\)](#). Examples of specific conditions, per [2 CFR 200.208](#), may include:
- a. Requiring payments as reimbursements rather than advance payments;
 - b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance;
 - c. Requiring additional or more detailed financial reports;
 - d. Requiring additional or project monitoring;
 - e. Requiring the recipient or subrecipient to obtain technical or management assistance; or
 - f. Establishing additional prior approvals.
8. Establish and follow a system for monitoring subrecipient performance that includes the elements required at [2 CFR 200.332\(e\)](#), such as reviewing financial and performance reports, and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.
9. Ensure that a subrecipient provides a plan for and takes corrective action on all significant developments that negatively affect the subaward. Per [2 CFR 200.332\(e\)\(2\)](#), significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions that will impact their ability to meet the

milestones or objectives of the subaward.

10. Establish and maintain an accounting system which ensures compliance with the \$50,000 limitation at [2 CFR 200.1](#), *Modified Total Direct Costs*, if applicable, on including subaward costs in *Modified Total Direct Costs* for the purposes of distributing indirect costs. Recipients with Federally approved indirect cost rates that use a different basis for distributing indirect costs to subawards must comply with their Indirect Cost Rate Agreement.
11. Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA) prior to awarding a subaward to a foreign or international organization or a subaward to be performed in a foreign country, even if that subaward is described in a proposed scope of work.
12. Obtain prior written approval from the EPA's Award Official for any subawards or subaward activities that are not described in the approved work plan in accordance with [2 CFR 200.308](#). As provided in [2 CFR 200.308\(f\)\(6\)](#), recipients must obtain prior approval to change a named subrecipient from the EPA Award Official if the pass-through entity described the original subrecipient's qualifications and/or performance history in the competitive application. Recipients must contact their Project Officer to begin the prior approval process.
13. Obtain prior written approval from the EPA's Award Official before awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.
14. Establish and follow written procedures under [2 CFR 200.302\(b\)\(7\)](#) for determining that subaward costs are allowable in accordance with [2 CFR Part 200, Subpart E](#) and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.
15. Verify that the subrecipient is audited, as applicable, per [2 CFR part 200, Subpart F](#), and establish and maintain a system under [2 CFR 200.332\(g\)](#) and [2 CFR 200.521](#) for issuing management decisions for audits of subrecipients that relate to the Federal award from the recipient. The recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are either reimbursed or offset with allowable costs, regardless of whether the recipient recovers those costs from the subrecipient.
16. As provided in [2 CFR 200.333](#), pass-through entities must obtain EPA approval to make fixed amount subawards. Recipients should consult with their EPA Project Officer regarding how to obtain EPA approval.

By accepting this award, the recipient is certifying that it either has systems in place to comply

with the requirements described in Items 1 through 16 above or will refrain from making subawards until the systems are designed and implemented.

Subawards to Federal Agencies – Clarity on Applicable EPA Terms and Conditions: If the subrecipient is a Federal agency, the only provisions of the EPA General Terms and Conditions implementing 2 CFR Part 200 on subawards that apply are: (1) the requirement for the Federal agency to obtain a Unique Entity Identifier (UEI) in accordance with 2 CFR Part 25 as described in Item 4 above and (2) the requirement for the recipient to report on first-tier subawards as described in EPA General Term and Condition 15.1, "Reporting of first tier subawards."

As provided within 2 CFR 200.101(a)(2), all other provisions of 2 CFR Part 200, Subparts A through E, do not apply to subawards with federal agencies. Transactions between the recipient and the Federal agency subrecipient will be governed by the Federal agency subrecipient's cost reimbursement agreement with the recipient.

9. Management Fees

Management Fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. Federal Employee Costs

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

11. Foreign Travel

EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g., for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

12. The Fly America Act and Foreign Travel

The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

13. Union Organizing

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

Reporting and Additional Post-Award Requirements

14. System for Award Management and Universal Identifier Requirements

- 14.1 Requirement for System for Award Management (SAM)** Unless exempted from this requirement under [2 CFR 25.110](#), the recipient must maintain current and active registrationSAM.gov. The recipient's registration must always be current and active until it submits all final reports required under this Federal award or receive the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
- 14.2 Requirement for Unique Entity Identifier (UEI).** If the recipient is authorized to make subawards under this award, the recipient:
- Must notify potential subrecipients that no entity may receive a subaward unless the entity has provided its UEI to the recipient.
 - Must not make a subaward to an entity unless the entity has provided its UEI. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
- 14.3 Definitions.** For the Purpose of this award term:
- System for Award Management (SAM.gov)** means the Federal repository into which an entity must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at: <https://www.sam.gov>).
 - Unique Entity Identifier** means the universal identifier assigned by SAM.gov to uniquely identify an entity.
 - Entity** is defined at [2 CFR 25.400](#) and includes all of the following types as defined in [2 CFR 200.1](#):
 - Non-federal entity,
 - Foreign organization;

- 3) Foreign public entity;
- 4) Domestic for-profit organization; and
- 5) Federal agency.
- d. **Subaward** has the meaning given in [2 CFR 200.1](#)
- e. **Subrecipient** has the meaning given in [2 CFR 200.1](#)

15. Reporting Subawards and Executive Compensation (Updated 3/12/2025)

15.1 Reporting of first tier subawards.

- a. **Applicability.** Unless the recipient is exempt as provided in paragraph 15.4. of this award term, the recipient must report each action that obligates \$30,000 or more in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000.
- b. **Reporting Requirements.** (1) The entity or Federal agency must report each subaward described in paragraph 15.1.a of this award term at the [System for Award Management \(SAM.gov\)](#). (2) For subaward information, report no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

15.2 Reporting Total Compensation of Recipient Executives.

- a. **Applicability.** The recipient must report the total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
 - 15.2.a.1. The total Federal funding authorized to date under this award is \$30,000 or more;
 - 15.2.a.2. In the preceding fiscal year, the recipient received: (i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; (ii.) and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
 - 15.2.a.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: [http:// www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)
- b. **Reporting Requirements.** The recipient must report executive total compensation described in paragraph 15.2.a of this award term: (i.) As part of the recipient's registration profile at <https://www.sam.gov/SAM/> (ii.) No later than the end of the month following the month in which this award is made, and annually thereafter

(For example if this award was made on any date of November in a given year, the executive total compensation must be reported by no later than December 31 of that year.)

15.3 Reporting Total Compensation of Subrecipient Executives.

- a. Applicability.** Unless a first-tier subrecipient is exempt as provided in paragraph 15.4. of this award term, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
- 15.3.a.1.** The total federal funding authorized to date under the subaward equals or exceeds \$30,000; and
- 15.3.a.2.** In the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards subject to the Transparency Act; and (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
- 15.3.a.3.** The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: [http:// www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)
- b. Reporting Requirements.** Subrecipients must report their executive total compensation described in paragraph 15.3.a. of this award term to the recipient. The recipient is required to submit this information to SAM.gov no later than the end of the month following the month in which the subaward was made. (For example, if a subaward was made on any date during the month of October of a given year, the subaward must be reported no later than November 30 of that year).

15.4 Exemptions

- a.** If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:
- 15.4.a.1.** (i) subawards, and (ii) the total compensation of the five most highly compensated executives of any subrecipient.

15.5 Definitions. For purposes of this award term:

- a. Entity:** includes:
- (1) whether for profit or nonprofit: (i) A corporation; (ii) An association; (iii) A partnership; (iv) A limited liability company; (v) A limited liability partnership; (vi) A sole proprietorship; (vii) Any other legal business entity; (viii) Another grantee or contractor that is not excluded by subparagraph (2); and (ix) Any State or locality.

- (2) It does not include: (i) An individual recipient of Federal financial assistance; or (ii) A Federal employee.
- b. **Executive** means an officer, managing partner, or any other employee holding a management position.
- c. **Subaward**: has the meaning given in [2 CFR 200.1](#)
- d. **Subrecipient** has the meaning given in [2 CFR 200.1](#).
- e. **Total compensation** means the cash and noncash dollar value an executive earns during the recipient's or subrecipient's preceding fiscal year. This includes all items of compensation as prescribed in [17 CFR 229.402\(c\)\(2\)](#).

16. Recipient Integrity and Performance Matters – Reporting of Matters Related to Recipient Integrity and Performance

16.1 General Reporting Requirement

If the total value of your 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 this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM.gov that is made available in the designated integrity and performance system (currently the responsibility/qualification information) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

16.2 Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - 16.2.c.1.** A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 16.2.c.2.** A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 16.2.c.3.** An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 16.2.c.4.** Any other criminal, civil, or administrative proceeding if:

16.2.c.4.1. It could have led to an outcome described in paragraph 16.2.c.1, 16.2.c.2, or 16.2.c.3 of this award term and condition;

16.2.c.4.2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

16.2.c.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

16.3 Reporting Procedures

Enter in SAM.gov Entity Management area the information that SAM.gov requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

16.4 Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 16.1 of this award term and condition, you must report proceedings information through SAM.gov for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

16.5 Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes –
 - 16.5.c.1.** Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 16.5.c.2.** The value of all expected funding increments under a Federal award and options, even if not yet exercised.

17. Federal Financial Reporting (FFR)

Pursuant to [2 CFR 200.328](#) and [2 CFR 200.344](#), EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document in accordance with [2 CFR 200.208](#). EPA recipients must submit the SF-425 no later than 30 calendar days after the conclusion of each specified reporting period for quarterly and semi-annual reports and 90 calendar days for annual reports. Final reports are due no later than 120 calendar days after the conclusion of the period of performance of the award. Extension of reporting due dates may be approved by EPA when requested and justified by the recipient. The FFR form is available on the internet at: <https://www.epa.gov/grants/sf-425-federal-financial-report>. All FFRs must be submitted to the Research Triangle Park Finance Center (RTPFC) via email at rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27703

The RTPFC will make adjustments as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

18. Indirect Cost Rate Agreements

This term and condition provides requirements for recipients using EPA funds for indirect costs and applies to all EPA assistance agreements unless there are [statutory or regulatory limits on IDCs](#). See also [EPA's Indirect Cost Policy for Recipients of EPA Assistance Agreements](#) (IDC Policy).

In order for the assistance agreement recipient to use EPA funding for indirect costs, the IDC category of the recipient's assistance agreement award budget must include an amount for IDCs and at least one of the following must apply:

- With the exception of "exempt" agencies and Institutions of Higher Education as noted below, all recipients must have one of the following current (not expired) IDC rates, including IDC rates that have been extended by the cognizant agency:
 - Provisional
 - Final
 - Fixed rate with carry-forward
 - Predetermined
 - Grants awarded before October 1, 2024 - 10% de minimis rate of modified total direct costs authorized by [2 CFR 200.414\(f\)](#)
 - Grants awarded on or after October 1, 2024 – up to a 15% de minimis rate of modified total direct costs authorized by [2 CFR 200.414\(f\)](#)
 - Grants amended to incorporate the October 2024 Revisions to 2 CFR 200 – up to a

15% de minimis rate of modified total direct costs authorized by [2 CFR 200.414\(f\)](#), effective as of the date of the amendment and going forward, cannot be applied retroactively

- EPA-approved use of an expired fixed rate with carry-forward on an exception basis, as detailed in section 6.4.a. of the IDC Policy
- “Exempt” state of local governmental departments or agencies are agencies that receive up to and including \$35,000,000 in Federal funding per the department or agency’s fiscal year and must have an IDC rate proposal developed in accordance with 2 CFR Part 200, Appendix VII, with documentation maintained and available for audit.
- Institutions of Higher Education must use the IDC rate(s) on the approved rate agreement in place at the time of award during the life of the assistance agreement (unless the rate was provisional at time of award, in which case the rate will change once it becomes final). As provided by 2 CFR Part 200, Appendix III(C)(7), the term “life of the assistance agreement”, means each competitive segment of the project. If negotiated rate agreements do not extend through the life of the Federal award at the time of the initial award, then the negotiated rate for the last year of the Federal award must be extended through the end of the award. Additional information is available in the regulation.

IDCs incurred during any period of the assistance agreement that are not covered by the provisions above are not allowable costs and must not be drawn down by the recipient. Recipients may budget for IDCs if they have submitted a proposed IDC rate to their cognizant Federal agency, or requested an exception from EPA under subsection 6.4 of the IDC Policy. However, recipients may not draw down IDCs until their rate is approved, if applicable, or EPA grants an exception. IDC drawdowns must comply with the indirect rate corresponding to the period during which the costs were incurred. If the recipient’s indirect cost rate has not been finalized within one year after the period of performance ends, the EPA Grants Management Officer is authorized to close the recipient’s award using their most recently negotiated rate per [2 CFR 200.344\(h\)](#).

This term and condition does not govern indirect rates for subrecipients or recipient procurement contractors under EPA assistance agreements. Pass-through entities are required to comply with 2 CFR 200.332(b)(4)(i) and (ii) when establishing indirect cost rates for subawards.

19. Audit Requirements

In accordance with [2 CFR 200.501\(a\)](#), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$1,000,000 or more in total Federal funds in their fiscal year for that year.

The recipient must submit a single audit report within 9 months of the end of the recipient’s fiscal year or 30 days after receiving the report from an independent auditor. The single audit report MUST be submitted using the Federal Audit Clearinghouse available at: <https://fac.gov/>.

For complete information on how to accomplish the single audit submissions, the recipient will need to visit the Federal Audit Clearinghouse Web site: <https://fac.gov/>

20. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at:

<https://www.epa.gov/grants/frequent-questions-about-closeouts>

21. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by [2 C.F.R. Part 1532](#). Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of [2 C.F.R. Part 180](#), entitled "Covered Transactions," and [2 C.F.R. § 1532.220](#), includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under [2 C.F.R. § 180.335](#) to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the SAM.gov exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

22. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A "corporation" is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has

considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in [2 CFR 200.339](#) and [2 CFR 200.340](#) and may also pursue suspension and debarment.

23. Disclosing Conflict of Interest

23.1 For Awards to Recipients, Subrecipients, and Individuals (other than states and fellowship recipients under 40 CFR Part 46)

As required by [2 CFR 200.112](#), EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grant Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate [2 CFR 200.318\(c\)\(1\) or \(2\)](#), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

23.2 For Awards to States Including State Universities that are State Agencies or Instrumentalities

As required by [2 CFR 200.112](#), EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at: <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as

defined by [2 CFR 200.1](#). Any other COI are subject to state laws, regulations, and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at [2 CFR 200.1](#) must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate [2 CFR 200.318\(c\)\(1\) or \(2\)](#), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

24. Transfer of Funds

24.1 Transfer of Funds

Applicable to all assistance agreements other than Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total award exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at \$250,000 but the amount is subject to adjustment.

- (1) As provided at [2 CFR 200.308\(i\)](#), the recipient must obtain prior approval from EPA's Grants Management Officer if the cumulative amount of funding transfers among direct budget categories or programs, functions and activities exceeds 10% of the total budget, as last approved by EPA, including cost share. Recipients must submit requests for prior approval to the Grant Specialist and Grants Management Officer with a copy to the Project Officer for this agreement.

- (2) Recipients must notify EPA's Grant Specialist and Project Officer of cumulative funding transfers among direct budget categories or programs, functions and activities that do not exceed 10% of the total budget for the agreement. Prior approval by EPA's Grants Management Officer is required if the transfer involves any of the items listed in [2 CFR 200.407](#) that EPA did not previously approve at time of award or in response to a previous post-award request by the recipient.

24.2 Post-Award Changes for Continuing Environmental Program Grants

Applicable to Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at \$250,000 but the amount is subject to adjustment.

To determine if a post-award change in work plan commitments is significant and requires prior written approval for the purposes of [40 CFR §35.114\(a\)](#) or [40 CFR §35.514\(a\)](#), the recipient agrees to consult the EPA Project Officer (PO) before making the change. The term work plan commitments is defined at [40 CFR §35.102](#). If the PO determines the change is significant, the recipient cannot make the change without prior written approval by the EPA Award Official or Grants Management Officer.

The recipient must obtain written approval from the EPA Award Official prior to transferring funds from one budget category to another if the EPA Award Official determines that such transfer significantly changes work plan commitment(s). All transfers must be reported in required performance reports. In addition, unless approved with the budget at the time of award, Continuing Environmental Program (CEP) recipients must also obtain prior written approval from the EPA Award Official or Grants Management Officer to use EPA funds for directly charging compensation for administrative and clerical personnel under [2 CFR 200.413\(c\)](#) and the General Provisions for Selected Items of Cost allowability at [2 CFR 200.420](#) through [2 CFR 200.476](#) as supplemented by [EPA's Guidance on Selected Items of Cost](#). The recipient is not required to obtain prior written approval from the EPA Award Official for other items requiring prior EPA approval listed in [2 CFR 200.407](#).

25. Electronic/Digital Signatures on Financial Assistance Agreement Form(s)/Document(s)

Throughout the life of this assistance agreement, the recipient agrees to ensure that any form(s)/document(s) required to be signed by the recipient and submitted to EPA through any means including but not limited to hard copy via U.S. mail or express mail, hand delivery or through electronic means such as e-mail are: (1) signed by the individual identified on the form/document, and (2) the signer has the authority to sign the form/document for the recipient. Submission of any signed form(s)/document(s) is subject to any provisions of law on making false statements (e.g., 18 U.S.C. 1001).

26. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under [2 CFR 200.308\(g\)\(2\)](#). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds, the recipient must submit a written request to the EPA at least 10 calendar days before the conclusion of the period of performance as required by [2 CFR 200.308\(f\)\(10\)](#). **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

27. Utilization of Disadvantaged Business Enterprises (Updated 4/03/2025)

General Compliance, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in [40 CFR, Part 33](#).

The following text provides updates to 40 CFR Part 33 based upon the associated class exception or highlights a requirement.

1) EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

The EPA no longer certifies entities as Minority-Owned Business Entities (MBEs) or Women-Owned Business Entities (WBEs) pursuant to a class exception issued in October 2019. The class exception was authorized pursuant to the authority in [2 CFR, Section 1500.4\(b\)](#).

2) SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to [40 CFR Section 33.301](#), the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: [40 CFR Section 33.301 \(a\)-\(f\)](#).

However, in EPA assistance agreements that are for the benefit of Native Americans, the recipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts ([40 CFR Section 33.304](#)). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.

3) CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of [40 CFR Section 33.302](#) (a)-(d) and (i).

4) BIDDERS LIST, 40 CFR Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see [40 CFR Section 33.501 \(b\) and \(c\)](#) for specific requirements and exemptions.

5) FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The EPA is suspending negotiations of fair share objectives with recipients under 40 CFR Part 33, Subpart D pursuant to a class exception issued on March 17, 2025. The class exception was authorized pursuant to the authority in [2 CFR, Section 1500.4\(b\)](#).

6) MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

The EPA is suspending recipient reporting requirements under 40 CFR 33.502 pursuant to a class exception issued on March 17, 2025. The class exception was authorized pursuant to the authority in [2 CFR, Section 1500.4\(b\)](#).

7) MBE/WBE RECORDKEEPING, 40 CFR, Part 33, Subpart E

The EPA is suspending recipient recordkeeping requirements under 40 CFR Part 33, Subpart E pursuant to a class exception issued on March 17, 2025. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.4(b).

Programmatic General Terms and Conditions

28. Sufficient Progress

EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

29. Copyrighted Material and Data

In accordance with [2 CFR 200.315](#), EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in

Federal depositories; (5) Use by State, Tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other recipients to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other recipient to use the copyrighted works or other data.

Under Item 6, the recipient acknowledges that EPA may authorize another recipient(s) to use the copyrighted works or other data developed under this grant as a result of:

- The selection of another recipient by EPA to perform a project that will involve the use of the copyrighted works or other data, or
- Termination or expiration of this agreement.

In addition, EPA may authorize another recipient to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

30. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title [37 CFR Part 401](#) and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <https://www.nist.gov/iedison>. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <https://www.nist.gov/iedison>. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”

31. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the

Environmental Protection Agency endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the Environmental Protection Agency.”

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: <https://www.nsf.gov/awards/managing/rtc.jsp>. In accordance with the [Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards \(Uniform Guidance\), 2 CFR §200](#), recipients of EPA ORD research must abide by the research T&Cs.

32. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in [40 CFR Part 7](#), which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient’s websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at [36 CFR Part 1194](#). While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.

Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 (see <https://www.access-board.gov/about/policy/accessibility.html>).

33. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. Research is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Human subject means a living individual about whom an investigator (whether professional or student) conducting research: (i) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (ii) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens [40 CFR 26.102\(e\)\(I\)](#).

No research involving human subjects shall be conducted under this agreement without prior written approval of the EPA Human Subject Research Review Official (HSRRO) to proceed with that research. If engaged in human subjects' research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17A (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA HSRRO after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by [40 CFR 26.109\(e\)](#). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the EPA HSRRO via the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the EPA HSRRO via the Project Officer, even if the event is not reportable to the IRB of record.

34. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131- 2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at <https://olaw.nih.gov/policies-laws/phs-policy.htm>. For additional information about the Principles, the recipient should consult the [Guide for the Care and Use of Laboratory Animals](#), prepared by the Institute of Laboratory Animal Resources, National Research Council.

35. Light Refreshments and/or Meals

(a) APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s)
- (2) A description of the purpose, agenda, location, length, and timing for the event, and
- (3) An estimated number of participants in the event and a description of their roles

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any discrete portion of an event or meeting, such as a reception, banquet, or another similar entertainment-oriented activity, where alcohol is served, purchased, or otherwise available as part of the discrete portion of the event or meeting, even if EPA funds are not used to purchase the alcohol. This restriction does not prohibit a recipient from using its own funds, private donations, or separate fees charged to the meeting attendees (that are not program income) for discrete portions of events or meetings, such as receptions, banquets, or another similar entertainment-oriented activity where alcohol is served.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon, or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. ([41 CFR 301-74.7](#))

(b) FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at [2 CFR 200.432](#) and [2 CFR 200.438](#), EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described in paragraph (a) above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) Meetings

(e.g. routine staff meetings) that do not meet the definition of “Conference” in [2 CFR 200.432](#), (2) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

36. Tangible Personal Property

36.1 Reporting

Pursuant to [2 CFR 200.312](#) and [2 CFR 200.314](#), property reports, if applicable, are required for Federally-owned property in the custody of a recipient or subrecipient upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$10,000 not needed for any other Federally-funded programs or projects must be reported. For Superfund awards under Subpart O, refer to [40 CFR 35.6340](#) and [40 CFR 35.6660](#) for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

36.2 Disposition

36.2.1. Most Recipients or Subrecipients. Consistent with [2 CFR 200.313](#), unless instructed otherwise on the official award document, this award term, or at closeout, the recipient or subrecipient, including a subrecipient of a State or an Indian Tribe, may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

36.2.2. State Agencies. Per [2 CFR 200.313\(b\)](#), recipients that are State agencies must manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

36.2.3. Indian Tribes. Per [2 CFR 200.313\(b\)](#), recipients that are Indian Tribes must manage and dispose of equipment acquired under this assistance agreement in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes, unless instructed otherwise on the official award document or at closeout, may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

36.2.4. Superfund Recipients. Equipment purchased for Superfund projects under Subpart O is subject to specific disposal options in accordance with [40 CFR Part 35.6345](#).

37. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with [EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern](#) (EPA DURC Order) and [United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern](#) (iDURC Policy). If the recipient is an institution within the United States that receives funding through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

* "Life Sciences Research," for purposes of the EPA DURC Order, and based on the definition of research in [40 CFR §26.102\(d\)](#), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

38. Research Misconduct

In accordance with [2 CFR 200.329](#), the recipient and subrecipient agree to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

- (1) Immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:
 - A. Public health or safety is at risk
 - B. Agency resources or interests are threatened
 - C. Circumstances where research activities should be suspended
 - D. There is a reasonable indication of possible violations of civil or criminal law

- E. Federal action is required to protect the interests of those involved in the investigation
 - F. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved
 - G. Circumstances where the research community or public should be informed. [65 FR 76263.III]
- (2) Report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

39. Scientific Integrity Terms and Conditions

The recipient agrees to comply with [EPA's Scientific Integrity Policy](#) when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The recipient agrees to:

39.1 Scientific Products

- 39.1.1.** Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA [information quality guidelines](#), [quality policy](#), and peer review policy.
- 39.1.2.** Prohibit all recipient employees, contractors, and program participants, including scientists, managers, and other recipient leadership, from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions.
- 39.1.3.** Adhere to [EPA's Peer Review Handbook, 4th Edition](#), for the peer review of scientific and technical work products generated through EPA grants or cooperative agreements which, by definition, are not primarily for EPA's direct use or benefit.

39.2 Scientific Findings

- 39.2.1.** Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g., the methods used are clear and appropriate, the presentation of results and conclusions is impartial.
- 39.2.2.** Ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by employees, contractors, and program participants, who assist with developing or applying the results of scientific activities.
- 39.2.3.** Include, when communicating scientific findings, an explication of underlying assumptions, accurate contextualization of uncertainties, and a description of the probabilities associated with both optimistic and pessimistic projections, if applicable.
- 39.2.4.** Document the use of independent validation of scientific methods.
- 39.2.5.** Document any independent review of the recipient's scientific facilities and testing activities, as occurs with accreditation by a nationally or internationally recognized sanctioning body.
- 39.2.6.** Make scientific information available online in open formats in a timely manner, including access to data and non-proprietary models.

39.3 Scientific Misconduct

39.3.1. Prohibit intimidation or coercion of scientists to alter scientific data, findings, or professional opinions or non-scientific influence of scientific advisory boards. In addition, recipient employees, contractors, and program participants, including scientists, managers, and other leadership, shall not knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty.

39.3.2. Prohibit retaliation or other punitive actions toward recipient employees who uncover or report allegations of scientific and research misconduct, or who express a differing scientific opinion. Employees who have allegedly engaged in scientific or research misconduct shall be afforded the due process protections provided by law, regulation, and applicable collective bargaining agreements, prior to any action. Recipients shall ensure that all employees and contractors of the recipient shall be familiar with these protections and avoid the appearance of retaliatory actions.

39.3.3. Require all recipient employees, contractors, and program participants to act honestly and refrain from acts of research misconduct, including publication or reporting, as described in [EPA's Policy and Procedures for Addressing Research Misconduct](#), Section 9.C. Research misconduct does not include honest error or differences of opinion. While EPA retains the ultimate oversight authority for EPA-supported research, grant recipients conducting research bear primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution.

39.3.4. Take the actions required on the part of the recipient described in the EPA's Policy and Procedures for Addressing Research Misconduct, Sections 6 through 9, when research misconduct is suspected or found.

39.4 Additional Resources

For more information about the Scientific Integrity Policy, an introductory video can be accessed at: <https://youtu.be/FQJCy8BXXq8>. A training video is available at: <https://youtu.be/Zc0T7fooot8>.

40. Post-Award Disclosure of Current and Pending Support on Research Grants

The recipient is required to notify EPA if there has been a change in support for senior/key persons since submission of its application or the last reporting period in the performance report. If there has been a change, the recipient must report the change within 30 calendar days to the EPA Project Officer. The information should also be included in the next due performance report. If there has been a change, submit a revised current and pending support form (see 'EPA Current and Pending Support'). Senior/key persons must certify that the information contained in the updated current and pending support form is current, accurate, and complete. For additional details on what information needs to be disclosed, please see NSTC Pre-award and Post-award disclosures Relating to the Biographical Sketch and Current and Pending (Other) Support at [NSTC Research Security Subcommittee NSPM-33 Implementation Guidance Disclosure Requirements & Standardization](#).

EPA may consult with the Lead/Contact PI and the Authorized Organization Representative (AOR), if necessary, to determine the impact of the new information on the EPA-funded research grant and, where necessary, take appropriate action.

If the recipient discovers that a senior/key person on an active EPA grant failed to disclose current and pending support information or provided inaccurate information as part of the proposal submission process, it must submit a revised current and pending support form (see 'EPA Current and Pending Support') to the EPA Project Officer within 30 calendar days of the identification of the undisclosed or inaccurate current and pending information.

41. Procurement of Synthetic Nucleic Acids and Benchtop Nucleic Acid Synthesis Equipment (Effective 4/26/2025)

Beginning on April 26, 2025, the recipient must procure synthetic nucleic acids and benchtop nucleic acid synthesis equipment, as defined in the [2024 Office of Science and Technology Policy \(OSTP\) Framework for Nucleic Acid Synthesis Screening \(Framework\)](#), from providers or manufacturers that attest to adhering to the Framework. The attestation may be posted on a public website or provided directly to the recipient upon request. The recipient must include this requirement in all lower tier agreements (for example subrecipients or subcontractors).

Public Policy Requirements

42. Civil Rights Obligations (Updated 4/03/2025)

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Certifications and Representations in SAM.gov or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing federal and EPA regulations.

(a) Statutory Requirements

- i. In carrying out this agreement, the recipient must comply with:
 - 1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, by entities receiving Federal financial assistance.
 - 2) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - 3) The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- ii. If the recipient is an education program or activity (e.g., school, college, or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:

- 1) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see <https://www.justice.gov/crt/title-ix>
- iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:
 - 1) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

(b) Regulatory Requirements

- i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - 1) For Title IX obligations, 40 C.F.R. Part 5; and
 - 2) For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, [40 C.F.R. Part 7](#).

Note that for financial assistance awarded to any entity, including any subrecipient, in the State of Louisiana, pursuant to a permanent injunction issued by the U.S. District Court for the Western District of Louisiana, EPA will not impose any disparate-impact or cumulative-impact-analysis requirements under Title VI of the Civil Rights Act of 1964 in any pre-award assurances or terms and conditions accompanying the application for and receipt of this grant award.

- 3) The statutory and national policy requirements at [2 CFR 200.300\(a\)](#).
- 4) For Federal awards that are subject to a Federal statute prohibiting discrimination based on sex, the Federal agency or pass-through entity must ensure that the award is administered in accordance with [2 CFR 200.300](#).
- 5) As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements as applicable, including, but not limited to collecting, maintaining, and providing upon request compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

(c) Title VI – Limited English Proficiency (LEP), Public Participation and Affirmative Compliance Obligation

- i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to take reasonable steps to provide meaningful access to LEP individuals. In implementing that requirement, the recipient may refer to the EPA document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The Guidance can be found at: <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>.
- ii. If the recipient is administering permitting programs under this agreement, the recipient may refer to EPA's "Title VI Public Involvement Guidance for EPA Assistance Recipients

Administering Environmental Permitting Programs.” The Guidance can be found at:
<https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf>.

- iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective federal civil rights compliance programs, as required by EPA’s nondiscrimination regulations at 40 C.F.R. Parts 5 and 7, and ensure that it does not discriminate in its programs and activities in violation of federal civil rights laws and regulations. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented, or to otherwise demonstrate how it is meeting its federal civil rights obligations. For further assistance on civil rights compliance, the recipient may refer to the EPA document entitled, “Civil Rights Guidance on Procedural Safeguards: Requirements and Best Practices.” The Guidance can be found at:
<https://www.epa.gov/external-civil-rights/civil-rights-guidance-procedural-safeguards><http://www.epa.gov/system/files/documents/2024-08/civil-rights-guidance-on-procedural-safeguards-august-2024.pdf>.

43. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title [2 CFR Part 1536 Subpart B](#). Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title [2 CFR Part 1536 Subpart C](#).

The consequences for violating this condition are detailed under Title [2 CFR Part 1536 Subpart E](#). Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

44. Hotel-Motel Fire Safety

Pursuant to U.S.C. 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

45. Lobbying Restrictions

- a) **This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:**
 - i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at [2 CFR Part 200](#) which generally

prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

- ii. The recipient agrees to comply with Title [40 CFR Part 34](#), New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the contract provisions provided in [Appendix II to Part 200](#).
- v. By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

b) Applicable to assistance agreements when the amount of the award is over \$100,000:

- i. By accepting this award, the recipient certifies, to the best of its knowledge and belief that:
 - 1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, 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 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, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked [Standard Form -- LLL, "Disclosure Form to Report Lobbying."](#) in accordance with its instructions.
 - 3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- ii. 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 failure.

46. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

47. Resource Conservation and Recovery Act (Updated 4/03/2025)

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in [40 CFR Part 247](#).

- a) Consistent with section 6002 of RCRA (42 U.S.C. 6962) and [2 CFR 200.323](#), the recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to [40 CFR 247.2\(d\)](#), the recipient or subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

48. Trafficking in Persons

a) Provisions applicable to a recipient that is a private entity receiving funds under the award.

- i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not engage in:
 - 1) Severe forms of trafficking in persons
 - 2) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
 - 3) The use forced labor in the performance of this award or any subaward; or
 - 4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from

which the employee was recruited upon the end of employment if requested by the employee, unless:

- A. Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreements; or
 - B. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging recruited employees a placement or recruitment fee; or
 - v. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. EPA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
- 1) Is determined to have violated a prohibition in paragraph 47.a.i. of this award term; or
 - 2) Has an employee that is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 47.a.i. of this award term through conduct that is either:
 - i. Associated with the performance under this award; or
 - ii. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 CFR Part 180](#), "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by EPA at [2 CFR Part 1532](#).
- b) **Provision applicable to a recipient other than a private entity.** EPA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
- i. Is determined to have violated an applicable prohibition in paragraph 48.a.i. of this award term; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph 48.a.i. of this award term through conduct that is either:
 - 1) Associated with the performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by EPA at [2 CFR Part 1532](#).

c) Provisions applicable to any recipient

- i. The recipient must inform the EPA and the EPA's Office of Inspector General immediately of any information received from any source alleging a violation of a prohibition in paragraph 48.a.i. of this award term.
- ii. The EPA's right to terminate unilaterally that is described in paragraphs 48.a. and 48.b.:
 - 1) Implements the requirements of 22 U.S.C. Chapter 78, and
 - 2) Is in addition to all other remedies for noncompliance that are available to the EPA under this award.
- iii. The recipient must include the requirements of paragraph 48.a.1. of this award term in any subaward made to a private entity.
- iv. If applicable, the recipient must also comply with the compliance plan and certification requirements in [2 CFR 175.105\(b\)](#).

d) Definitions. For purposes of this award term:

- i. "Employee" means either:
 - 1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- ii. "Private Entity" means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in [2 CFR 200.1](#)
- iii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and involuntary servitude" have the meanings given at section 103 of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7102).

49. Build America, Buy America – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (effective October 23, 2023, and forward)

Buy America Preference. 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 an infrastructure project 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 that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; 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 construction material standards are listed below.

Incorporation into an infrastructure project. 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.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus

allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When supported by rationale provided in IJA §70914, the recipient may submit a waiver request in writing to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the [EPA Build America, Buy America website](#).

EPA may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

- (1) applying the Buy America 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.

For questions regarding the Build America, Buy America Act requirements for this assistance agreement or to determine if there is an approved waiver in place, please contact the EPA Project Officer for this agreement.

Definitions. For legal definitions and sourcing requirements, the recipient must consult the [EPA Build America, Buy America website](#), [2 CFR Part 184](#), and the [Office of Management and Budget's \(OMB\) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

50. Required Certifications and Consequences of Fraud

Per [2 CFR 200.415\(a\)](#), financial reports must include a certification that must be signed by an official who is authorized to legally bind the recipient which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

As outlined in [2 CFR 200.415\(b\)](#), subrecipients of all tiers under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports as follows:

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

The certifications must be maintained in accordance with the record retention requirements at [2 CFR 200.334](#).

51. Reporting Waste, Fraud and Abuse

Consistent with [2 CFR 200.113](#), the recipient and any subrecipients of this award must promptly report in writing whenever there is credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) to the EPA Project Officer, the pass-through entity (if applicable), and the [EPA Office of Inspector General \(OIG\)](#). The methods to contact the EPA OIG are (1) online submission via the [EPA OIG Hotline Complaint](#)

[Form](#); (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

To support awareness of the OIG hotline, recipients and/or subrecipients receiving an EPA award or subaward of \$1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be [downloaded or printed](#) or may be obtained by contacting the OIG at 1- 888-546-8740. Recipients and subrecipients need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with [Appendix XII to 2 CFR Part 200](#).

52. Whistleblower Protections

This award is subject to whistleblower protections, including the protections established at 41 U.S.C. 4712 and [2 CFR 200.217](#) providing that an employee of the recipient or subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, grant, or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract), grant. These covered persons or bodies include:

- a. A member of Congress or representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court of grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Consistent with 41 U.S.C. 4712(d), the recipient and subrecipients must inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712. Additional information about whistleblower protections, including protections for such employees may be found at the [EPA Office of Inspector General's Whistleblower Protection page](#).

53. Access to Records

In accordance with 2 CFR 200.337, EPA, the pass-through entity, the EPA Office of Inspector General (OIG), and the Comptroller General of the United States have the right to access any records of the recipient and subrecipient pertinent to this award, to perform audits, execute site visits, or for any other official use. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general. This right of access shall continue as long as the records are retained.

54. Federal Anti-Discrimination Laws (Added 4/03/2025; Updated 8/25/2025)

This term and condition applies to all new awards and funding amendments (incremental and supplemental) made on or after April 3, 2025.

By accepting this EPA financial assistance agreement, (A) the recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and (B) the recipient certifies that it does not operate any programs violating any applicable Federal anti-discrimination law or promoting any such violation.

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Federal Financial Assistance

Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II —Office of Management and Budget Guidance

Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]