

CATSKILL WATERSHED CORPORATION
BOARD MEETING
February 4, 2025
AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call of Directors**
- IV. Review and Approval of January 7, 2025 Board Minutes – Tab 1**
- V. Presentation of Communications**
 - Finance Report – Tab 2
 - Executive Director’s Report – Tab 3
 - Committee Meeting Schedule – Tab 4
 - Committee Meeting Minutes – Tab 5
- VI. Public Discussion**
- VII. Presentation of Resolutions (* Pending Committee Recommendation)**
 - Res #5590 Tab 6 – Septic Over \$30,000 – Terrance Doyle
 - Res #5591 Tab 7 – Septic Over \$30,000 – Joseph Krum
 - Res #5592 Tab 8 – Septic Over \$30,000 – Simone Smith
 - Res #5593 Tab 9 – Septic Over \$30,000 – Expanded Septic - Town of Jewett
 - Res #5594 Tab 10 – Septic Over \$30,000 – Additional Cost – Matthew Davis
 - Res #5595 Tab 11 – Septic Over \$30,000 – Additional Cost – John Donaleski
 - Res #5596 Tab 12 – Septic Over \$30,000 – Additional Cost – Steven Golden
 - Res #5597 Tab 13 – Septic Over \$30,000 – Additional Cost – Roger Spahn
 - Res #5598 Tab 14 – Septic Over \$30,000 – Additional Cost – Rick’s Tire Service, LLC.
 - Res #5599 Tab 15 – Second Time Repair Eligibility – Amanda Bupp*
 - Res #5600 Tab 16 – Second Time Repair Eligibility – Joe Rufrano*
 - Res #5601 Tab 17 – Second Time Repair Eligibility – Lynda Rutherford*
 - Res #5602 Tab 18 – Septic Program Rule Change
 - Res #5603 Tab 19 – FHMIP – Town of Hunter Demolition
 - Res #5604 Tab 20 – Public Education III – Program Agreement
 - Res #5605 Tab 21 – Appointment of EEOC Officer
 - Res #5606 Tab 22 – Economic Vitality Study Consultant Program Agreement*

Handout Resolution – Res #5607 – Community Vitality Consultant*
- Executive Session**
- VIII. Announcements from the Chair**
- IX. Board Member Discussion – Next Meeting March 4, 2025**
- X. Adjournment**

CATSKILL WATERSHED CORPORATION

Board of Directors Meeting

DRAFT MINUTES

January 7, 2025

I. Called to Order at 10:48 AM at the Catskill Watershed Corporation

II. Pledge of Allegiance: Led by Tina Molé

III. Roll Call of Directors

Members Present: Tina Molé, Alicia Terry, James Sofranko, Dave Warne, Richard Parete, Arthur Merrill, Christopher Mathews, Thomas Hoyt, Joseph Cetta, Innes Kasanof, John Kosier, Allen Hinkley, George Haynes, Jr., Jeff Senterman and Thomas Snow

Members Excused:

Staff Members Present: Jason Merwin, Timothy Cox, Jim Martin, Donald Brown, Barbara Puglisi, Jessica Fiedler, Samantha Costa, Lindsay Ballard, Gemma Young, Joseph Bacci and Lynn Kavanagh

Others Present: John Schwartz (NYCDEP), Aaron Bennett (NYCDEP), Mike Myers (NYCDEP), Gerson Tavaréz (NYCDEP), Patrick Palmer (NYSDOH), Mike Maloney (NYSDOH), Nick Sadler (NYCDEP), Matt Gianetta (NYCDEP) and Heidi Emrich (Ulster County Department of Environment).

Others Present Via Zoom: Tom Stalter (NYCDEP), Heidi Haynes (NYCDEP), Lisa Melville (NYDOS), John Winbush (NYDOS), Pauline Wanjugi (NYSDOH), Nick Carbone (Watershed Affairs Coordinator) and Dymitry Ostapyszyn (NYCDEP).

IV. Review and Approval of December 3, 2024, Board Minutes

A motion to approve the Board Minutes to stand as submitted was made by Tina Molé without objection

Voice Vote carried unanimously.

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**V. Presentation of Communications**

**Finance Report**

A motion to approve the financial reports as of September 30, 2024, was made by Arthur Merrill and seconded by Joseph Cetta.

*Voice Vote, carried unanimously.*

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Executive Director's Report

Committee Schedule

Committee Meeting Minutes

Committee minutes were received and approved as submitted upon motion by Tina Molé.

VI. Public Discussion

None.

VII. Presentation of Resolutions

A motion to approve Tab 6 to Tab 16, Resolution No. 5561 to Resolution No. 5571, was made by Richard Parete and seconded by Innes Kasanof.

Septic Over \$30,000 – Robert Barker – Tab 6

January 7, 2025

RESOLUTION NO. 5561

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$35,000:
ROBERT BARKER**

WHEREAS, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

WHEREAS, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the homeowner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, CWC staff has reviewed three construction quotes, including the lowest quote for the septic system repair in the amount of Thirty-Seven Thousand Four Hundred Twelve Dollars (\$37,412.00); and

WHEREAS, the contractor’s quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

WHEREAS, the CWC staff have determined the eligible amount of Thirty-Seven Thousand Four Hundred Twelve Dollars (\$37,412.00) to be a reasonable cost for this system in accordance with the schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Thirty-Seven Thousand Four Hundred Twelve Dollars (\$37,412.00) as it is in substantial agreement with our schedule of values.

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Thirty-Seven Thousand Four Hundred Twelve Dollars and Sixty-Six Cents (\$37,412.00).

Robert Barker Over \$30,000:

Address: 2116 Kiff Brook Rd., Bloomville, NY 13739

Town: Kortright

Bedrooms: 4

Engineer: John Bolger P.E.

Contractor: Tweedie Construction

Sign in date: 4/1/24

Design Application received by DEP: 7/26/24

Design Application deemed complete: 8/5/24

Date Recommended for DEP Design Approval: 8/13/24

2-year deadline: 4/1/26

Homeowner and CWC staff received three quotes from unrelated contractors for the amount of \$37,412.00, \$39,375.00, \$40,152.00. The major components include one 1250 gallon septic tank, one siphon chamber, 122

linear feet of gravity pipe, one distribution box, one effluent filter, 182 cubic yards of absorption fill material, 440 linear feet of absorption trench, 75 linear feet of curtain drain, 30 linear feet of curtain drain outlet pipe, 4 trees to be removed, 85 linear feet of access road., 24 linear feet of sleeve and site restoration. We received a quote for \$37,412.00. The low quote is below our estimated cost for construction. Therefore we are requesting that the Septic Committee recommends to the Board of Directors that they accept this reimbursement request of \$37,412.00.

Voice Vote, carried unanimously.

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**Septic Over \$30,000 – Nicholas Delbalso – Tab 7**

January 7, 2025

**RESOLUTION NO. 5562**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$30,000:  
NICHOLAS DELBALSO**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, CWC staff has reviewed a construction quote submitted by a contractor for the septic system repair in the amount of Thirty-Four Thousand Three Hundred Thirty-Nine Dollars and Thirty-Seven Cents (\$34,339.37); and

**WHEREAS**, the contractor’s quote for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, the CWC staff have determined the eligible amount of Thirty-Four Thousand Three Hundred Thirty-Nine Dollars and Thirty-Seven Cents (\$34,339.37) to be a reasonable cost for this system in accordance with the schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Thirty-Four Thousand Three Hundred Thirty-Nine Dollars and Thirty-Seven Cents (\$34,339.37) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Thirty-Four Thousand Three Hundred Thirty-Nine Dollars and Thirty-Seven Cents (\$34,339.37).

**Nicholas Delbalso Over \$30,000:**

Address: 30340 State Highway 10, Walton NY 13856

Town: Walton

Bedrooms: 2

Engineer: Steele Brook Engineering

Contractor: Dutcher Construction

Sign in date: 6/22/23

Design Application received by DEP: 3/5/24

Design Application deemed complete: 3/5/24

Date Recommended for DEP Design Approval: 4/16/24  
2-year deadline: 6/22/25

Homeowner and CWC staff received a quote from a contractor in the amount of \$34,339.37. Major components of this system include a 1,000 gallon septic tank, 79 linear feet of gravity pipe, one distribution box, 235 cubic yards of absorption fill material, 100 cubic yards of random fill material, 160 linear feet of Presby pipe, 30 cubic yards of C-33 sand, 46 linear feet of vent pipe, 260 linear feet of improved swale, 240 linear feet of access road, remove nine trees and site restoration. The quote is well below our estimated cost for construction. Therefore, we are requesting that the Septic Committee recommends to the Board of Directors that they accept this reimbursement request of \$34,339.37.

*Voice Vote, carried unanimously.*

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Septic Over \$30,000 – Ann Marie Drago – Tab 8

January 7, 2025

RESOLUTION NO. 5563

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$35,000:
ANN MARIE DRAGO**

WHEREAS, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

WHEREAS, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the homeowner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, CWC staff has reviewed three construction quotes, including the lowest quote for the septic system repair in the amount of Forty-Four Thousand Two Hundred Fourteen Dollars (\$44,214.00); and

WHEREAS, the contractor’s quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

WHEREAS, the CWC staff have determined the eligible amount of Forty-Four Thousand Two Hundred Fourteen Dollars (\$44,214.00) to be a reasonable cost for this system in accordance with the schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Forty-Four Thousand Two Hundred Fourteen Dollars (\$44,214.00) as it is in substantial agreement with our schedule of values.

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Forty-Four Thousand Two Hundred Fourteen Dollars (\$44,214.00).

Ann Marie Drago Over \$30,000:

Address: 715 Rosa Circle, Delhi, NY 13753
Town: Delhi
Bedroom: 4

Engineer: Benjamin Dates P.E.
Contractor: Tweedie Construction
Sign in date: 8/14/23
Design Application received by DEP: 7/15/24
Design Application deemed complete: 8/6/24
Date Recommended for DEP Design Approval: 8/20/24
2-year deadline: 8/14/25

Homeowner and CWC staff received three quotes from unrelated contractors for the amount of \$44,214.00, \$44,948.00 and \$45,027.00. The major components include one 1250 gallon septic tank, one pump chamber, 14 linear feet of gravity pipe, 34 linear feet of force main, 199 cubic yards of absorption fill material, one distribution box, one effluent filter, 280 linear feet of absorption trench, 1 tree to be removed 150 linear feet of access road and site restoration. We received a quote for \$44,214. The low quote is within 10% of our estimated cost for construction. Therefore, we are requesting that the Septic Committee recommend to the Board of Directors that they accept this reimbursement request of \$44,214.00.

Voice Vote, carried unanimously.

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**Septic Over \$30,000 – Edward Egan – Tab 9**

January 7, 2025

**RESOLUTION NO. 5564**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$35,000:  
EDWARD EGAN**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the homeowner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, CWC staff has reviewed three construction quotes, including the lowest quote for the septic system repair in the amount of Thirty-Eight Thousand Five Hundred Seventy-Five Dollars (\$38,575.00); and

**WHEREAS**, the contractor’s quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

**WHEREAS**, the CWC staff have determined the eligible amount of Thirty-Eight Thousand Five Hundred Seventy-Five Dollars (\$38,575.00) to be a reasonable cost for this system in accordance with the schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Thirty-Eight Thousand Five Hundred Seventy-Five Dollars (\$38,575.00) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Thirty-Eight Thousand Five Hundred Seventy-Five Dollars (\$38,575.00).

**Edward Egan Over \$35,000:**

Address: 1486 Foote Hollow Road, Stamford NY 12167

Town: Stamford

Bedrooms: 2

Engineer: Steele Brook Engineering

Contractor: LaFever Excavating

Sign In Date: 8/18/23

Design Application Received By DEP: 2/2/24

Design Application Deemed Complete: 2/9/24

Date Recommended For DEP Design Approval: 8/5/24

2-Year Deadline: 8/18/25

Homeowner and CWC staff received three quotes from unrelated contractors for the amount of \$38,575.00, \$39,750.00 and \$41,000.00. Major components of this system include a 1,000 gallon septic tank, a siphon chamber, 300 linear feet of gravity pipe, one distribution box, an effluent filter, 150 cubic yards of absorption fill material, 160 linear feet of absorption trench, 91 linear feet of curtain drain, 80 linear feet of curtain drain outlet pipe, 90 linear feet of improved swale and site restoration. The low quote is below our estimated cost for construction. Therefore, we are requesting that the Septic Committee recommends to the Board of Directors that they accept this reimbursement request of \$38,575.00.

*Voice Vote, carried unanimously.*

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Septic Over \$30,000 – Christine Huang – Tab 10

January 7, 2025

RESOLUTION NO. 5565

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$30,000:
CHRISTINE HUANG**

WHEREAS, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

WHEREAS, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, CWC staff has reviewed a construction quote submitted by a contractor for the septic system repair in the amount of Thirty-Three Thousand Five Hundred Seventy-Five Dollars (\$33,575.00); and

WHEREAS, the contractor’s quote for this system is more than Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, the CWC staff have determined the eligible amount of Thirty-Three Thousand Five Hundred Seventy-Five Dollars (\$33,575.00) to be a reasonable cost for this system in accordance with the schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Thirty-Three Thousand Five Hundred Seventy-Five Dollars (\$33,575.00) as it is in substantial agreement with our schedule of values.

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Thirty-Three Thousand Five Hundred Seventy-Five Dollars (\$33,575.00).

Christine Huang Over \$30,000:

Address: 524 Ford Rd., Bovina Center, NY 12740
Town: Bovina
Bedrooms: 1
Engineer: Steele Brook Engineering
Contractor: LaFever Excavating
Sign in date: 6/7/24
Design Application received by DEP: 7/24/24
Design Application deemed complete: 8/8/24
Date Recommended for DEP Design Approval: 8/21/24
2-year deadline: 6/7/26

Homeowner and CWC staff received a quote from a contractor in the amount of \$33,575.00. The major components include one 1000 gallon septic tank, one siphon chamber, 282 linear feet of gravity pipe, one distribution box, one effluent filter, 239 cubic yards of absorption fill material, 120 linear feet of absorption trench, 108 linear feet of curtain drain, 80 linear feet of curtain drain outlet pipe and site restoration. We received a quote for \$33,575.00. The quote is below our estimated cost for construction. Therefore, we are requesting that the Septic Committee recommend to the Board of Directors that they accept this reimbursement request of \$33,575.00.

Voice Vote, carried unanimously.

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**Septic Over \$30,000 – Jonathan Kilday – Tab 11**

January 7, 2025

**RESOLUTION NO. 5566**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$30,000:  
JONATHAN KILDAY**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, CWC staff has reviewed a construction quote submitted by a contractor for the septic system repair in the amount of Thirty-Four Thousand Seven Hundred Ninety-Five Dollars (\$34,795.00); and

**WHEREAS**, the contractor’s quote for this system is more than Thirty Thousand Dollars (\$30,000.00); and



**WHEREAS**, the CWC staff have determined the eligible amount of Thirty-Four Thousand Seven Hundred Ninety-Five Dollars (\$34,795.00) to be a reasonable cost for this system in accordance with the schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Thirty-Four Thousand Seven Hundred Ninety-Five Dollars (\$34,795.00) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Thirty-Four Thousand Seven Hundred Ninety-Five Dollars (\$34,795.00).

**Jonathan Kilday Over \$30,000:**

Address: 195 Carman Road, Delancey NY 13752

Town: Hamden

Bedrooms: 3

Engineer: Steele Brook Engineering

Contractor: LaFever Excavating

Sign In Date: 10/6/23

Design Application Received By DEP: 3/5/24

Design Application Deemed Complete: 3/13/24

Date Recommended For DEP Design Approval: 7/22/24

2-Year Deadline: 10/6/25

Homeowner and CWC staff received a quote from a contractor in the amount of \$\$34,795.00. Major components of this system include a 1,000 gallon septic tank, 79 linear feet of gravity pipe, one distribution box, 235 cubic yards of absorption fill material, 100 cubic yards of random fill material, 160 linear feet of Presby pipe, 30 cubic yards of C-33 sand, 46 linear feet of vent pipe, 260 linear feet of improved swale, 240 linear feet of access road, remove nine trees and site restoration. The quote is well below our estimated cost for construction. Therefore, we are requesting that the Septic Committee recommends to the Board of Directors that they accept this reimbursement request of \$34,795.00.

*Voice Vote, carried unanimously.*

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Septic Over \$30,000 – Mark Pezzati – Tab 12

January 7, 2025

RESOLUTION NO. 5567

BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$35,000:

MARK PEZZATI

WHEREAS, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

WHEREAS, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the homeowner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, CWC staff has reviewed three construction quotes, including the lowest quote for the septic system repair in the amount of Forty-Eight Thousand Six Hundred Twenty-Five Dollars and Nine Cents (\$48,625.09); and

WHEREAS, the contractor's quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

WHEREAS, the CWC staff have determined that the eligible amount of the contractor's quote of Forty-Eight Thousand Six Hundred Twenty-Five Dollars and Nine Cents (\$48,625.09) to be a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Forty-Eight Thousand Six Hundred Twenty-Five Dollars and Nine Cents (\$48,625.09) as it is in substantial agreement with our schedule of values.

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system for reimbursement for a total not-to-exceed amount of Forty-Eight Thousand Six Hundred Twenty-Five Dollars and Nine Cents (\$48,625.09)

Mark Pezzati Over \$30,000:

Address: 583 Rich Rd., Andes, NY 13731

Town: Andes

Bedrooms: 3

Engineer: Steele Brook Engineering

Contractor: Halcott Center Excavation & Landscaping

Sign in date: 9/8/23

Design Application received by DEP: 1/23/24

Design Application deemed complete: 2/4/24

Date Recommended for DEP Design Approval: 4/9/24

2-year deadline: 9/8/25

Homeowner and CWC staff received three quotes from unrelated contractors for \$48,625.09, \$49,100.00 and \$67,800.00. The major components include one 1000 gallon septic tank, one siphon chamber, 216 linear feet of gravity pipe, one effluent filter, one distribution box, 359 cubic yards of absorption fill material, 225 linear feet of absorption trench, 95 linear feet of curtain drain, 80 linear feet of curtain drain outlet pipe, 250 linear feet of improved swale, 250 linear feet of access road and site restoration. Therefore, we are requesting that the Septic Committee recommend to the Board of Directors that they accept this reimbursement request of \$48,625.09.

Voice Vote, carried unanimously.

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**Septic Over \$30,000 – Robin Phillips – Tab 13**

January 7, 2025

**RESOLUTION NO. 5568**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$35,000:**

**ROBIN PHILLIPS**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the homeowner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, CWC staff has reviewed three construction quotes, including the lowest quote for the septic system repair in the amount of Forty-Seven Thousand Five Hundred Dollars (\$47,500.00); and

**WHEREAS**, the contractor’s quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

**WHEREAS**, the CWC staff have determined the eligible amount of Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) to be a reasonable cost for this system in accordance with the schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Forty-Seven Thousand Five Hundred Dollars (\$47,500.00).

**Robin Phillips Over \$35,000:**

Address: 60 Ben Meeker Road, Magaretville NY 12455

Town: Middletown

Bedrooms: 1

Engineer: John Bolger P.E.

Contractor: Jim Peters Excavating

Sign-In Date: 4/25/24

Design Application Received By DEP: 8/20/24

Design Application Deemed Complete: 9/9/24

Date Recommended For DEP Design Approval: 9/20/24

2-Year Deadline: 9/20/24

Homeowner and CWC staff received three quotes from unrelated contractors for the amount of \$47,500.00, \$48,400.00 and \$49,200.00. Major components of this system include a 1,000 gallon septic tank, a pump chamber, 15 linear feet of gravity pipe, 45 linear feet of force main, one distribution box, an effluent filter, 275 cubic yards of absorption fill material, 186 linear feet of absorption trench, 75 linear feet of curtain drain, 35 linear feet of curtain drain outlet pipe, bucket materials and site restoration. The low quote is below our estimated cost for construction. Therefore, we are requesting that the Septic Committee recommends to the Board of Directors that they accept this reimbursement request of \$47,500.00.

*Voice Vote, carried unanimously.*

**Septic Over \$30,000 – Hazzie Quick – Tab 14**

January 7, 2025

**RESOLUTION NO. 5569**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$35,000:**  
**HAZZIE QUICK**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the homeowner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, CWC staff has reviewed three construction quotes, including the lowest quote for the septic system repair in the amount of Forty-One Thousand One Hundred Thirty-Nine Dollars (\$41,139.00); and

**WHEREAS**, the contractor’s quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

**WHEREAS**, the CWC staff have determined that the eligible amount of the contractor’s quote of Forty-One Thousand One Hundred Thirty-Nine Dollars (\$41,139.00) to be a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Forty-One Thousand One Hundred Thirty-Nine Dollars (\$41,139.00) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement for a total not-to-exceed amount of Forty-One Thousand One Hundred Thirty-Nine Dollars (\$41,139.00)

**Hazzie Quick Over \$30,000:**

Address: 319 White Hill Rd., Walton, NY 13856

Town: Walton

Bedrooms: 3

Engineer: John Bolger P.E.

Contractor: Tweedie Construction

Sign in date: 8/9/23

Design Application received by DEP: 7/26/24

Design Application deemed complete: 8/14/24

Date Recommended for DEP Design Approval: 8/14/24

2-year deadline: 8/9/25

Homeowner and CWC staff received three quotes from unrelated contractors for \$41,139.00, \$41,885.00 and \$41,921.00. The major components include one 1000 gallon septic tank, one siphon chamber, 60 linear feet of gravity pipe, 385 cubic yards of absorption fill material, one effluent filter, one distribution box, 240 linear feet of absorption trench, 105 linear feet of curtain drain, 22 linear feet of curtain drain outlet pipe and site restoration. The low quote is within 10% of our estimated cost for construction. Therefore, we are requesting that the Septic Committee recommend to the Board of Directors that they accept this reimbursement request of \$41,139.00.

*Voice Vote, carried unanimously.*

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RESOLUTION NO. 5570**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$35,000:
GEORGE SAYLER**

WHEREAS, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

WHEREAS, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the homeowner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, CWC staff has reviewed three construction quotes, including the lowest quote for the septic system repair in the amount of Eighty-Three Thousand Seven Hundred Eighty Dollars (\$83,780.00); and

WHEREAS, the contractor’s quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

WHEREAS, the CWC staff have determined the eligible amount of Eighty-Three Thousand Seven Hundred Eighty Dollars (\$83,780.00) to be a reasonable cost for this system in accordance with the schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Eighty-Three Thousand Seven Hundred Eighty Dollars (\$83,780.00) as it is in substantial agreement with our schedule of values.

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Eighty-Three Thousand Seven Hundred Eighty Dollars (\$83,780.00).

George Sayler Over \$35,000:

Address: 6 Carroll Hill Road, Trout Creek NY 13847

Town: Tompkins

Bedrooms: 3

Engineer: Steele Brook Engineering

Contractor: Ben Reynolds Construction

Sign-In Date: 6/12/24

Design Application Received By DEP: 8/20/24

Design Application Deemed Complete: 9/19/24

Date Recommended For DEP Design Approval: 10/1/24

2-Year Deadline: 6/12/26

Homeowner and CWC staff received three quotes from unrelated contractors for the amount of \$83,780.00, \$89,500.00 and \$91,850.00. Major components of this system include a 1,000 gallon septic tank, a pump chamber, 65 linear feet of gravity pipe, 285 linear feet of force main, an effluent filter, one distribution box, 400 cubic yards of absorption fill material, 225 linear feet of absorption trench, 108 linear feet of curtain drain, 80 linear feet of curtain drain outlet pipe, 120 linear feet of improved swale, 230 linear feet of access road, remove 46 trees and site restoration. The low quote is below our estimated cost for construction. Therefore, we are requesting that the Septic Committee recommends to the Board of Directors that they accept this reimbursement request of \$83,780.00.

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**Septic Over \$30,000 – Daniel Taylor – Tab 16**

January 7, 2025

**RESOLUTION NO. 5571**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$35,000:  
DANIEL TAYLOR**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the homeowner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, CWC staff has reviewed three construction quotes, including the lowest quote for the septic system repair in the amount of Sixty-Three Thousand One Hundred Fifty-Five Dollars (\$63,155.00); and

**WHEREAS**, the contractor’s quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

**WHEREAS**, the CWC staff have determined that the eligible amount of the contractor’s quote of Sixty-Three Thousand One Hundred Fifty-Five Dollars (\$63,155.00) to be a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Sixty-Three Thousand One Hundred Fifty-Five Dollars (\$63,155.00) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement for a total not-to-exceed amount of Sixty-Three Thousand One Hundred Fifty-Five Dollars (\$63,155.00)

**Daniel Taylor Over \$30,000:**

Address: 1008 Oxbow Hollow Rd., Walton, NY 13856

Town: Walton

Bedrooms: 3

Engineer: Steele Brook Engineering

Contractor: Ben Reynolds Construction Company

Sign in date: 10/17/23

Design Application received by DEP: 3/12/24

Design Application deemed complete: 5/8/24

Date Recommended for DEP Design Approval: 8/9/24

2-year deadline: 10/17/25

Homeowner and CWC staff received three quotes from unrelated contractors for \$63,155.00, \$65,750.00 and \$66,500.00. The major components include one Fuji CE7, one pump chamber, 34 linear feet of gravity pipe, 45 linear feet of force main, one distribution box, 75 cubic yards of absorption fill material, 330 linear feet of Presby pipe, 45 cubic yards of C-33 sand, 50 linear feet of vent pipe, 45 cubic yards of gravel, excavate and



reclaim 63 inches of material, 1 tree to be removed and site restoration. The low quote is within 10% of our estimated cost for construction. Therefore, we are requesting that the Septic Committee recommend to the Board of Directors that they accept this reimbursement request of \$63,155.00.

*Voice Vote, carried unanimously.*

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A motion to approve Tab 17, Resolution No. 5572, was made by Innes Kasanof and seconded by Thomas Hoyt.

Septic Over \$30,000 – Expanded Septic – Brian Wagner – Tab 17

January 7, 2025

RESOLUTION NO. 5572

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$30,000:
BRIAN WAGNER - EXPANDED SEPTIC PROGRAM**

WHEREAS, pursuant to the 2017 Filtration Avoidance Determination, the Catskill Watershed Corporation (“CWC”) is the program manager for the CWC Expanded Septic Program and implements the Expanded Septic Program consistent per the terms of the Septic V Program Agreement; and

WHEREAS, pursuant to section 13:01:09 of the CWC Expanded Septic Program, Article 13, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the owner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, CWC staff has reviewed four construction quotes, including the lowest quote for the septic system repair in the amount of One Hundred Fifty-Nine Thousand Eight Hundred Sixty-Four Dollars and Fifty-Nine Cents (\$159,864.59); and

WHEREAS, the contractor’s quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

WHEREAS, the CWC staff have determined the contractor’s quote of One Hundred Fifty-Nine Thousand Eight Hundred Sixty-Four Dollars and Fifty-Nine Cents (\$159,864.59) to be a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of One Hundred Fifty-Nine Thousand Eight Hundred Sixty-Four Dollars and Fifty-Nine Cents (\$159,864.59) as it is in substantial agreement with our schedule of values.

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system for reimbursement for a total not-to-exceed amount of One Hundred Fifty-Nine Thousand Eight Hundred Sixty-Four Dollars and Fifty-Nine Cents (\$159,864.59).

Brain Wagner Backup

Expanded Septic Program: Apartments

Address: 42, 48 and 50 Clove Road, Hunter NY 12442

Town: Hunter

Bedrooms: 11

Engineer: John Bolger P.E.

Contractor: Ryan Martin

Sign-In Date: 6/3/23
Design Application Received By DEP:
Design Application Deemed Complete:
Date Recommended For DEP Design Approval:
2-Year Deadline: 6/3/25

Property owner and CWC staff received four quotes from unrelated contractors in the amount of \$159,864.59, \$167,000.00, \$190,000.00 and \$195,357.00. Major components of this septic system include a Fuji CEN 14 aerobic unit, one 2,500 gallon dual pump chamber, 277 linear feet of gravity pipe, 245 linear feet of force main, one distribution box, 585 cubic yards of absorption fill material, 720 linear feet of Presby pipe, 90 cubic yards of C-33 sand, 48 linear feet of vent pipe, two dead-mans, 90 linear feet of air piping and site restoration. The quote is within 10% of CWC’s estimated cost of construction. The Septic Committee recommends that the CWC Board of Directors approve reimbursement in an amount not to exceed \$159,864.59.

Voice Vote, carried unanimously.

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A motion to approve Tab 18 to Tab 27, Resolution No. 5573 to Resolution No. 5582, was made by James Sofranko and seconded by Thomas Hoyt.

**Septic Over \$30,000 - Additional Costs – Anthony Castiglia – Tab 18**

January 7, 2025

**RESOLUTION NO. 5573**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE  
OVER \$30,000 – ADDITIONAL COSTS:  
ANTHONY CASTIGLIA**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, on October 1 2024, by Resolution Number 5423, the CWC Board approved reimbursement to Anthony Castiglia in an amount not-to-exceed Thirty-Eight Thousand Two Hundred Nineteen Dollars and Twenty-Eight Cents (\$38,219.28); and

**WHEREAS**, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Four Thousand Five Hundred Fifteen Dollars (\$4,515.00); and

**WHEREAS**, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Four Thousand Five Hundred Fifteen Dollars (\$4,515.00); and

**WHEREAS**, CWC staff have determined that Forty-Two Thousand Seven Hundred Thirty-Four Dollars and Twenty-Eight Cents (\$42,734.28) is a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Forty-Two Thousand Seven Hundred Thirty-Four Dollars and Twenty-Eight Cents (\$42,734.28) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Forty-Two Thousand Seven Hundred Thirty-Four Dollars and Twenty-Eight Cents (\$42,734.28).

**Anthony Castiglia Additional Cost:**

Address: 307 Sprague Rd., Margaretville, NY 12455

Town: Middletown

Engineer: Steele Brook Engineering

Contractor: TNT Landscaping & Excavation

The project was previously approved for \$38,219.28. During installation of the septic tank and gravity pipe the contractor encountered ledge rock. As a result, the contractor had to hammer for 12 hours to achieve the appropriate depth. The contractor has asked to be reimbursed \$4,515.00 for the added work. We believe the cost is reasonable and just. We are requesting that the Septic Committee recommends to the CWC Board of Directors that they approve an additional reimbursement of \$4,515.00 for a total reimbursement not-to-exceed \$42,734.28.

Voice Vote, *carried unanimously.*

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Septic Over \$30,000 - Additional Costs – Mark Dornan – Tab 19

January 7, 2025

RESOLUTION NO. 5574

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER \$30,000 – ADDITIONAL COSTS:
MARK DORNAN**

WHEREAS, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

WHEREAS, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, on July 2, 2024, by Resolution Number 5349, the CWC Board approved reimbursement to Mark Dornan in an amount not-to-exceed Sixty-One Thousand Eight Hundred Fifty-One Dollars and Eighty-Five Cents (\$61,851.85); and

WHEREAS, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Two Thousand Dollars (\$2,000.00); and

WHEREAS, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Two Thousand Dollars (\$2,000.00); and

WHEREAS, CWC staff have determined that Sixty-Three Thousand Eight Hundred Fifty-One Dollars and Eighty-Five Cents (\$63,851.85) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Sixty-Three Thousand Eight Hundred Fifty-One Dollars and Eighty-Five Cents (\$63,851.85) as it is in substantial agreement with our schedule of values.

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Sixty-Three Thousand Eight Hundred Fifty-One Dollars and Eighty-Five Cents (\$63,851.85).

Mark Dornan Backup

Address: 91 Red Maple Road, Shokan NY 12481 (Managed Area Shokan)

Town: Olive

Engineer: Lamont Engineers

Contractor: LW Tree Service

This project was previously approved for \$61,851.85. Roots of a nearby maple tree were encountered during installation of the absorption field. The engineer decided it would be best to remove the tree. To prevent future root damage. The homeowner has requested \$2,000.00 for the added work. This amount appears to be reasonable and justified. The Septic Committee recommends that the CWC Board of Directors approve an additional reimbursement of \$2,000.00 for total reimbursement not-to-exceed \$63,851.85.

Voice Vote, *carried unanimously.*

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**Septic Over \$30,000 - Additional Costs – Jihyuk Han – Tab 20**

January 7, 2025

**RESOLUTION NO. 5575**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE**

**OVER \$30,000 – ADDITIONAL COSTS:**

**JIHYUK HAN**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, on June 6, 2023, by Resolution Number 4871, the CWC Board approved reimbursement to Jihyuk Han in an amount not-to-exceed Sixty Thousand Three Hundred Fifty-One Dollars and Sixteen Cents (\$60,351.16); and

**WHEREAS,** CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Seventeen Thousand Three Hundred Twenty-Three Dollars (\$17,323.00); and

**WHEREAS,** the total contractor's invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS,** CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Seventeen Thousand Three Hundred Twenty-Three Dollars (\$17,323.00); and

**WHEREAS,** CWC staff have determined that Seventy-Seven Thousand Six Hundred Seventy-Four Dollars and Sixteen Cents (\$77,674.16) is a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS,** the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Seventy-Seven Thousand Six Hundred Seventy-Four Dollars and Sixteen Cents (\$77,674.16) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED,** that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Seventy-Seven Thousand Six Hundred Seventy-Four Dollars and Sixteen Cents (\$77,674.16).

**Jihyuk Han Additional Cost:**

Address: 294 Old Route 28, Glenford, NY 12433

Town: Hurley

Engineer: Christopher DiChiaro P.E.

Contractor: Eberhardt Excavation

The project was previously approved for \$60,351.16. During installation of the septic tank and pump chamber the contractor encountered bedrock. As a result, the contractor had to hammer for 7.5 hours to achieve the appropriate depth and then he had to spread & reclaim the spoils on site. Due to the steep slope of the bottom taper the contractor was required to utilize jute fabric instead of regular mulch. It was determined that a second pipe left the house. The contractor had to install an E-one pump station as required by the engineer and DEP and plumb it over to the new septic tank. The contractor has asked to be reimbursed \$17,323.00 for the added work. We believe the cost is reasonable and just. We are requesting that the Septic Committee recommend to the CWC Board of Directors that they accept the additional cost of \$17,323.00 for a total project reimbursement cost not-to-exceed \$77,674.16.

Voice Vote, *carried unanimously.*

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Septic Over \$30,000 - Additional Costs – Siobhan Moloney – Tab 21

January 7, 2025

RESOLUTION NO. 5576

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER \$30,000 – ADDITIONAL COSTS:
SIOBHAN MOLONEY**

WHEREAS, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

WHEREAS, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, CWC Staff previously approved reimbursement to Siobhan Moloney in the amount not-to-exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for installation of a one thousand gallon septic tank; and

WHEREAS, CWC staff has reviewed three construction quotes, including the lowest quote for the additional work in the amount of Fifty-Three Thousand Five Hundred Dollars (\$53,500.00); and

WHEREAS, the total contractor's invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Fifty-Three Thousand Five Hundred Dollars (\$53,500.00); and

WHEREAS, CWC staff have determined that Sixty-One Thousand Dollars (\$61,000.00) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Sixty-One Thousand Dollars (\$61,000.00) as it is in substantial agreement with our schedule of values.

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Sixty-One Thousand Dollars (\$61,000.00).

Siobhan Moloney Backup

Address: 115 North Settlement Road, Windham NY 12496

Town: Ashland

Bedrooms: 3

Engineer: Praetorius & Conrad

Contractor: Black Forest Excavation

Sign In Date: 8/7/23

Design Application Received By DEP: 8/13/24

Design Application Deemed Complete: 8/22/24

Date Recommended For DEP Design Approval: 8/22/24

2-Year Deadline: 8/25

This project was previously approved for \$7,500.00. Most of the major components of this system include a pump chamber, 64 linear feet of gravity pipe, 45 linear feet of force main, 330 cubic yards of absorption fill material, three peat modules, 100 linear feet of access road and site restoration. Three quotes were received for this project. They were \$53,500.00, \$54,500.00 and \$57,000.00. The Septic Committee recommends that the CWC Board of Directors approve an additional reimbursement of \$53,500.00 for total reimbursement not-to-exceed \$61,000.00.

Voice Vote, *carried unanimously.*

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**Septic Over \$30,000 - Additional Costs – Lauren Monroe – Tab 22**

January 7, 2025

**RESOLUTION NO. 5577**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE**  
**OVER \$30,000 – ADDITIONAL COSTS:**  
**LAUREN MONROE**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, on May 7, 2024, by Resolution Number 5230, the CWC Board approved reimbursement to Lauren Monroe in an amount not-to-exceed Thirty-Six Thousand Two Hundred Sixty-Nine- Dollars (\$36,269.00); and

**WHEREAS**, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Four Thousand Two Hundred Ninety-Eight Dollars and Eighty-Six Cents (\$4,298.86); and

**WHEREAS**, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Four Thousand Two Hundred Ninety-Eight Dollars and Eighty-Six Cents (\$4,298.86); and

**WHEREAS**, CWC staff have determined that Forty Thousand Five Hundred Sixty-Seven Dollars and Eighty-Six Cents (\$40,567.86) is a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Forty Thousand Five Hundred Sixty-Seven Dollars and Eighty-Six Cents (\$40,567.86) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Forty Thousand Five Hundred Sixty-Seven Dollars and Eighty-Six Cents (\$40,567.86).

**Lauren Monroe Additional Cost:**

Address: 344 Mountain Brook Rd., Bovina, NY 13740

Town: Bovina

Engineer: Benjamin Dates P.E.

Contractor: Delaware Bulldozing Corp.

The project was previously approved for \$36,269.00. Due to extensive contour variation in lower corner of the leach field and to prevent ponding of storm water in the upper corner the engineer instructed the contractor to bring in an additional 150 cubic yards of fill material. The contractor has asked to be reimbursed \$4,298.86 for the added work. We believe the cost is reasonable and just. We are requesting that the Septic Committee recommend to the CWC Board of Directors that they accept the additional cost of \$4,298.86 for a total project reimbursement cost not-to-exceed \$40,567.86.

Voice Vote, *carried unanimously.*



**RESOLUTION NO. 5578**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE  
OVER \$30,000 – ADDITIONAL COSTS:  
BRENDAN O’BRIEN**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, on July 2, 2024, by Resolution Number 5342, the CWC Board approved reimbursement to Brendan O’Brien in an amount not-to-exceed Fifty-Eight Thousand Six Hundred Four Dollars and Thirty-One Cents (\$58,604.31); and

**WHEREAS**, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Two Thousand Forty-Nine Dollars and Ninety Cents (\$2,049.90); and

**WHEREAS**, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Two Thousand Forty-Nine Dollars and Ninety Cents (\$2,049.90); and

**WHEREAS**, CWC staff have determined that Sixty Thousand Six Hundred Fifty-Four Dollars and Twenty-One Cents (\$60,654.21) is a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Sixty Thousand Six Hundred Fifty-Four Dollars and Twenty-One Cents (\$60,654.21) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Sixty Thousand Six Hundred Fifty-Four Dollars and Twenty-One Cents (\$63,654.21).

**Brendan O’Brien Backup**

Address: 25 Pinekill Meadows, Maplecrest NY 12454

Town: Windham

Engineer: Daniel Crandell P.E.

Contractor: Blue Mountain Excavation

This project was previously approved for \$58,604.31. Plumbing was determined to leave the house approximately six feet deep. Interior plumbing was raised to prevent the need for H2O tanks and additional risers. Two footing drains that were unknown until construction, had to be re-routed around the septic tank and



pump chamber. The contractor has requested \$2,049.90 for the added work. This amount appears to be reasonable and justified. The Septic Committee recommends that the CWC Board of Directors approve an additional reimbursement of \$2,049.90 for total reimbursement not-to-exceed \$63,654.21.

Voice Vote, *carried unanimously.*

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Septic Over \$30,000 - Additional Costs – Mark Santucci – Tab 24

January 7, 2025

RESOLUTION NO. 5579

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER \$30,000 – ADDITIONAL COSTS:
MARK SANTUCCI**

WHEREAS, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

WHEREAS, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, on February 6, 2024, by Resolution Number 5164, the CWC Board approved reimbursement to Mark Santucci in an amount not-to-exceed Seventy Thousand Six Hundred Twenty-Three Dollars and Twenty Cents (\$70,623.20); and

WHEREAS, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Six Thousand Five Hundred Fifty-Seven Dollars and Seven Cents (\$6,557.07); and

WHEREAS, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Six Thousand Five Hundred Fifty-Seven Dollars and Seven Cents (\$6,557.07); and

WHEREAS, CWC staff have determined that Seventy-Seven Thousand One Hundred Eighty Dollars and Twenty-Seven Cents (\$77,180.27) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Seventy-Seven Thousand One Hundred Eighty Dollars and Twenty-Seven Cents (\$77,180.27) as it is in substantial agreement with our schedule of values.

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed the amount of Seventy-Seven Thousand One Hundred Eighty Dollars and Twenty-Seven Cents (\$77,180.27).

Mark Santucci Additional Cost:

Address: 315 Mohican Trail Rd., Fleischmanns, NY 12465
Town: Middletown
Engineer: Rex Sanford P.E.

The project was previously approved for \$70,623.20. During installation for the curtain drain and leach field the contractor encountered a number of large rocks that had to be removed. These rocks created voids which had to be filled in with absorption fill. The contractor needed an additional 28 cubic yards of fill material and machine time to move the rocks. The contractor has asked to be reimbursed \$6,557.07 for the added work. We believe the cost is reasonable and just. We are requesting that the Septic Committee recommend to the CWC Board of Directors that they accept the additional cost of \$6,557.07 for a total project reimbursement cost not-to-exceed \$77,180.27.

Voice Vote, *carried unanimously.*

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**Septic Over \$30,000 - Additional Costs – Anne VanLoan – Tab 25**

January 7, 2025

**RESOLUTION NO. 5580**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE  
OVER \$30,000 – ADDITIONAL COSTS:  
ANNE VANLOAN**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, on August 6, 2024, by Resolution Number 5371, the CWC Board approved reimbursement to Anne VanLoan in an amount not-to-exceed Fifty Thousand Three Hundred Fifty Dollars (\$50,350.00); and

**WHEREAS**, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Two Thousand Eight Hundred Twenty-One Dollars and Fifty Cents (\$2,821.50); and

**WHEREAS**, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Two Thousand Eight Hundred Twenty-One Dollars and Fifty Cents (\$2,821.50); and

**WHEREAS**, CWC staff have determined that be Fifty-Three Thousand One Hundred Seventy-One Dollars and Fifty Cents (\$53,171.50) is a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Fifty-Three Thousand One Hundred Seventy-One Dollars and Fifty Cents (\$53,171.50) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Fifty-Three Thousand One Hundred Seventy-One Dollars and Fifty Cents (\$53,171.50).

**Anne VanLoan Backup**

Address: 164 Grant Morse Road, Denver NY 12421

Town: Roxbury

Engineer: John Bolger P.E.

Contractor: JK Construction

This project was previously approved for \$50,350.00. An additional 75 cubic yards of absorption fill material was needed because of a variation in topography. The contractor has requested \$2,821.50 for the additional work. This amount appears to be reasonable and justified. The Septic Committee recommends that the CWC Board of Directors approve an additional reimbursement of \$2,821.50 for total reimbursement not-to-exceed \$53,171.50.

Voice Vote, *carried unanimously.*

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Septic Over \$30,000 - Additional Costs – Suzanne Nelson – Tab 26

January 7, 2025

RESOLUTION NO. 5581

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER \$30,000 – ADDITIONAL COSTS:
SUZANNE NELSON**

WHEREAS, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

WHEREAS, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, on October 6, 2009, by Resolution Number 1606, the CWC Board approved reimbursement to Suzanne Nelson in an amount not-to-exceed Twenty-Nine Thousand Seven Hundred Eighty-Nine Dollars and Sixty-Nine Cents (\$29,789.69); and

WHEREAS, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Fifteen Thousand Nine Hundred Dollars (\$15,900.00); and

WHEREAS, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Fifteen Thousand Nine Hundred Dollars (\$15,900.00); and

WHEREAS, CWC staff have determined that Forty-Five Thousand Six Hundred Eighty-Nine Dollars and Sixty-Nine Cents (\$45,689.69) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Forty-Five Thousand Six Hundred Eighty-Nine Dollars and Sixty-Nine Cents (\$45,689.69) as it is in substantial agreement with our schedule of values.

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Forty-Five Thousand Six Hundred Eighty-Nine Dollars and Sixty-Nine Cents (\$45,689.69).

Suzanne Nelson Additional Cost:

Second Time Repair

Address: 147 Dubois Rd., Shokan, NY 12481

Town: Olive

Engineer: Joe Boek P.E.

Contractor: Eberhardt Excavation

The project was previously approved for \$29,789.69. During the installation of the new septic tanks a rain storm showed a source of water that was not previously known and was contributing to the systems failure. The engineer instructed the contractor to install strip drains to catch and divert the water coming off Dubois road. The contractor has asked to be reimbursed \$15,900.00 for the added work. We believe the cost is reasonable and just. We are requesting that the Septic Committee recommend to the CWC Board of Directors that they accept the additional cost of \$15,900.00 for a total project reimbursement cost not-to-exceed \$45,689.69.

Voice Vote, *carried unanimously.*

~~~~~

**Septic Over \$30,000 - Additional Costs – Gregory Stengel – Tab 27**

January 7, 2025

**RESOLUTION NO. 5582**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE  
OVER \$30,000 – ADDITIONAL COSTS:  
GREGORY STENDEL**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, on May 7, 2024, by Resolution Number 5236, the CWC Board approved reimbursement to Gregory Stengel in an amount not-to-exceed Seventy-Six Thousand Two Hundred Fifty-Six Dollars and Nineteen Cents (\$76,256.19); and

**WHEREAS**, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Five Hundred Fifty-Five Dollars (\$555.00); and

**WHEREAS**, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Five Hundred Fifty-Five Dollars (\$555.00); and

**WHEREAS**, CWC staff have determined that Five Hundred Fifty-Five Dollars (\$555.00) is a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Seventy-Six Thousand Eight Hundred Eleven Dollars and Nineteen Cents (\$76,811.19) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Seventy-Six Thousand Eight Hundred Eleven Dollars and Nineteen Cents (\$76,811.19).

**Gregory Stengel Backup**

**Expanded Septic Program:** White Birch Apartments

Address: 4 White Birch Lane, Woodstock NY 12498

Town: Woodstock

Engineer: Rex Sanford P.E.

Contractor: Sam I Am Excavation

This project was previously approved for \$76,256.19. Three additional risers were needed on the existing septic tanks used in the design for future maintenance. The contractor has requested \$555.00 for the additional work. This amount appears to be reasonable and justified. The Septic Committee recommends that the CWC Board of Directors approve an additional reimbursement of \$555.00 for total reimbursement not-to-exceed \$76,811.19.

Voice Vote, *carried unanimously.*

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A motion to approve Tab 28 to Tab 29, Resolution No. 5583 to Resolution No. 5584, was made by Innes Kasanof and seconded by Thomas Hoyt.

Second Time Repair Eligibility – Anna Freiburg – Tab 28

January 7, 2025

RESOLUTION NO. 5583

BOARD APPROVAL OF MOA SEPTIC PROGRAM - SECOND TIME REPAIR ELIGIBILITY – ANNA FREIBURG

WHEREAS, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

WHEREAS, pursuant to section 2:01:05 of the CWC Septic Rehabilitation and Replacement Program Rules (MOA Septic Program) Article 2A, CWC Board of Directors in consultation with the Executive Director may find a property eligible for funding of a septic or component thereof previously paid for by the CWC MOA Septic Program if ten (10) years has elapsed from date of construction completion and absent misuse by the Property owner; and

WHEREAS, the Applicant, Anna Freiburg, requested eligibility under the MOA Septic Program for a second time repair funding for their septic system; and

WHEREAS, CWC staff have confirmed that the Applicant’s septic system is currently failing or reasonably likely to fail in the near future, that more than ten years has elapsed from date of construction approval, and that the applicant has not misused the septic system following the prior construction approval; and

WHEREAS, the Septic Committee has reviewed the documentation and recommends the CWC Board approve the Applicant’s eligibility for a second time repair funding from MOA Septic Program.

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors in consultation with the CWC Executive Director approves Applicant’s request for eligibility for second time repair funding from the MOA Septic Program.

Anna Freiburg Backup

Ms. Freiburg’s property is located in the Town of Franklin. This project was paid for in 2003 under our Reimbursement Program. The pump, control panel and floats have stopped working and needed to be replaced. The homeowner has had the work and everything is functioning again. The homeowner had maintenance pump outs done in 2012 and 2024.

Voice Vote, *carried unanimously.*

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**Second Time Repair Eligibility – Anthony George – Tab 29**

January 7, 2025

**RESOLUTION NO. 5584**

**BOARD APPROVAL OF MOA SEPTIC PROGRAM - SECOND TIME REPAIR ELIGIBILITY - ANTHONY GEORGE**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:05 of the CWC Septic Rehabilitation and Replacement Program Rules (MOA Septic Program) Article 2A, CWC Board of Directors in consultation with the Executive Director may find a property eligible for funding of a septic or component thereof previously paid for by the CWC MOA Septic Program if ten (10) years has elapsed from date of construction completion and absent misuse by the Property owner; and

**WHEREAS**, the Applicant, Anthony George, requested eligibility under the MOA Septic Program for a second time repair funding for their septic system; and

**WHEREAS**, CWC staff have confirmed that the Applicant’s septic system is currently failing or reasonably likely to fail in the near future, that more than ten years has elapsed from date of construction approval, and that the Applicant has not misused the septic system following the prior construction approval; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommends the CWC Board approve the Applicant’s eligibility for a second time repair funding from MOA Septic Program.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors in consultation with the CWC Executive Director approves Applicant’s request for eligibility for second time repair funding from the MOA Septic Program.

**Anthony George Backup**

Mr. George’s property is located in the Town of Shandaken. This project was paid for in 2009 under our Priority 6 Program. The pump has stopped working and needs to be replaced. The homeowner had maintenance pump outs done in 2012 and 2024.



Voice Vote, *carried unanimously.*

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A motion to approve Tab 30, Resolution No. 5585, was made by Joseph Cetta and seconded by Innes Kasanof.

Future Stormwater Program – Oorah, Inc. – Tab 30

January 7, 2025

RESOLUTION NO. 5585

**BOARD REVIEW OF FUTURE STORMWATER PROGRAM APPLICATION FOR OORAH INC,
STORMWATER CONTROLS REIMBURSEMENT**

WHEREAS, the 1997 New York City Watershed Memorandum of Agreement (“Watershed MOA”) paragraph 128 (“Future Stormwater Program”) directs the Catskill Watershed Corporation (“CWC”) to establish a program to pay for the reasonable and proper cost to design, implement, permit, construct and maintain new stormwater measures pursuant to stormwater pollution prevention plans required by the 18-39(b)(3) and 18-39(e) of the watershed regulations; and

WHEREAS, Section 145(ii) of the Watershed MOA and the West of Hudson Future Stormwater Program Rules provides for payment of eligible project costs required solely by the New York City Department of Environmental Protection (“NYCDEP”) and not otherwise required by State or federal law; and

WHEREAS, Oorah Inc. has applied for funding of eligible project costs in the amount of Two Hundred Eighty Thousand Two Hundred Sixty-One Dollars and Ninety-Four Cents (\$280,261.94) for design and construction of new stormwater controls related to improvements to a Dining Hall, and additional buildings and parking at The Zone Girls Camp in Gilboa; and

WHEREAS, the CWC share of stormwater funding is 50% of the eligible costs for this project because Oorah Inc. is not a small business under Watershed MOA Paragraph 145; and

WHEREAS, the Future Stormwater Program Rules require that the CWC Board of Directors shall review and approve each application, with attached documentation and staff recommendations; and

WHEREAS, CWC staff recommended reimbursement of eligible stormwater costs for a total not-to-exceed amount of Two Hundred Eighty Thousand Two Hundred Sixty-One Dollars and Ninety-Four Cents (\$280,261.94); and

WHEREAS, the CWC Wastewater/Stormwater Committee recommended that the application be approved by the CWC Board of Directors.

NOW, THEREFORE, LET IT BE RESOLVED, that the CWC Board of Directors has reviewed the attached application, staff recommendation and supporting documentation and approves payment of Two Hundred Eighty Thousand Two Hundred Sixty-One Dollars and Ninety-Four Cents (\$280,261.94).

NOW, THEREFORE BE IT FURTHER RESOLVED, approval of funding by the CWC Board of Directors constitutes a preliminary decision under the 1997 Watershed Memorandum of Agreement and the decision will become final without any further action by the CWC Board of Directors unless an objection is timely filed with the Watershed Protection and Partnership Council.

Oorah Inc.

Program: FSW

Address: 953 South Gilboa Rd., Gilboa, NY

Engineer: Lamont Engineers

Contractor: Multiple

Tax Parcel ID: 200.-4-3.2

Project Description:

On May 5, 2021 DEP approved the Stormwater Pollution Prevention Plan (SWPPP) for the construction of a new dining hall at Oorah Resort, LLC-Zone 1, located on South Gilboa Rd. in the town of Gilboa., Schoharie County, New York. On December 8, 2022 DEP Approved a SWPPP Amendment to address three Notice of Violations (NOV) issued by DEP for construction activities across the site. The project disturbs over 5 acres requiring NYC DEP review and approval of a SWPPP to meet Watershed Regulations. In addition, a SWPPP was required for coverage under the NYS DEC “General Permit for Stormwater Discharges from Construction Activities” (GP-0-20-001).

The project consists of constructing a Dining Hall, Water Building addition, 3 well installations, Bunkhouse Stormwater Management Plan completion, Chalet addition, Carport addition, road paving, water line installation, demolition of buildings lost in a fire, pond intake construction, camel shelter construction, brush and tree clearing. Stormwater controls proposed at the site include erosion and sediment controls, construction of a storm sewer network, an equalization basin, use of an existing surface water pond, micro-pond, a pocket pond and a bioretention basin.

Oorah Inc. submitted an application on October 1, 2024. Engineering and construction costs with a 15% contingency totaled Four Hundred Ninety-Nine Thousand Six Hundred Forty-Eight Dollars and Sixty-Two Cents (\$499,648.18). The applicant has elected for 50% reimbursement of all NYCDEP and NYSDEC stormwater costs or Two Hundred Eighty Thousand Two Hundred Sixty-One Dollars and Ninety-Four Cents (\$280,261.94).

COST BREAKOUT	
Design:	\$93,813.44
Construction:	\$405,835.18
Total:	\$499,648.62
15% Contingency:	\$60,875.27
TOTAL:	\$560,523.89
50% Election	\$280,261.94
PROGRAM ALLOCATION	
FSW Funding	\$280,261.94
MOA-145 Funding	\$0

CWC staff recommends reimbursement of up to Two Hundred Eighty Thousand Two Hundred Sixty-One Dollars and Ninety-Four Cents (\$280,261.94) to Oorah Inc. for the design and construction costs of implementing a SWPPP required by NYC Watershed Regulations and NYS General Permit. **Recommended Future Stormwater Funding Request not to exceed \$280,261.94**

Voice Vote, *carried unanimously.*

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A motion to approve Tab 31, Resolution No. 5586, was made by Arthur Merrill and seconded by James Sofranko.

**FHMIP – Town of Shandaken Demolitions – Tweedie Construction – Tab 31**

January 7, 2025

**RESOLUTION NO. 5586**

**BOARD APPROVAL OF FLOOD HAZARD MITIGATION IMPLEMENTATION PROGRAM –  
CONSTRUCTION COST FOR DEMOLITION OF STRUCTURES LOCATED IN TOWN OF  
SHANDAKEN, ULSTER COUNTY**

**WHEREAS**, the Catskill Watershed Corporation (CWC) is a not-for-profit corporation established to administer Watershed Protection and Partnership Programs as more fully described herein; and

**WHEREAS**, ninety percent of New York City’s water supply originates in the Catskill Mountain region from an area commonly referred to as the West of Hudson portion of the watershed of the New York City water supply (the “West of Hudson Watershed” or “Watershed”), which spans over 1,600 square miles and portions of five counties, forty-one towns, and eight villages; and

**WHEREAS**, the CWC, City of New York (City), all municipalities in the West of Hudson Watershed, New York State, the federal Environmental Protection Agency, and several environmental organizations recognized that the goals of drinking water protection and economic vitality within the West of Hudson Watershed communities are not inconsistent and under the 1997 New York City Watershed Memorandum of Agreement (“Watershed MOA”) agreed to cooperate in the development and implementation of watershed protection programs that maintain and enhance the quality of the City’s drinking water supply system and the economic and social character of the West of Hudson Watershed communities; and

**WHEREAS**, extensive flooding resulting from tropical storms Irene and Lee in, August and September 2011, respectively, caused catastrophic losses in certain towns and villages within the West of Hudson Watershed which affected the economic and social character of certain West of Hudson watershed communities and adversely impacted water quality in the West of Hudson Watershed; and

**WHEREAS**, as a condition of the 2014 Mid-Term Filtration Avoidance Determination Review, New York City Department of Environmental Protection (NYCDEP) has agreed to fund a Flood Hazard Mitigation Implementation Program to reduce repetitive flood losses that also pose a threat to water quality during storm events, and assistance in the City funded Flood Buyout Program (City FBO); and

**WHEREAS**, on March 4, 2014, by Resolution Number 2439, the CWC Board of Directors agreed to serve as program manager of such a program to be referred to as the CWC Flood Hazard Mitigation Implementation Program (the “Program”) and approved a Program Agreement with the City; and

**WHEREAS**, the Town of Shandaken approved NYCDEP Funded Flood Buyout Program purchase of certain properties in the Town of Shandaken known as 609 and 620 Oliverea Road, Big Indian; and

**WHEREAS**, CWC issued a request for proposal for demolition of the structures at 609 and 620 Oliverea Road, Big Indian, and such bids were due on December 26, 2024; and

**WHEREAS**, the CWC Wastewater Committee recommends the CWC Board of Directors enter into an agreement with Tweedie Construction for One Hundred Twelve Thousand Two Hundred Forty-Nine Dollars (\$112,249.00).

**NOW, THEREFORE BE IT RESOLVED**, that the CWC Board of Directors agree to enter in an agreement with Tweedie Construction, for One Hundred Twelve Thousand Two Hundred Forty-Nine Dollars (\$112,249.00) for demolition of structure of NYCDEP funded Flood Buyout Properties in the Town of Shandaken.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, approval of funding by the CWC Board of Directors constitutes a preliminary decision under the 1997 Watershed Memorandum of Agreement and the decision will become final without any further action by the CWC Board of Directors unless an objection is timely filed with the Watershed Protection and Partnership Council.

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A motion to approve Tab 32, Resolution No. 5587, was made by Thomas Hoyt and seconded by Arthur Merrill.

FEMA – Grant Construction Consultant – Tab 32

January 7, 2025

RESOLUTION NO. 5587

CWC BOARD APPROVAL OF EXECUTION OF NYSDHES GRANT CONSTRUCTION CONSULTANT

WHEREAS, the Catskill Watershed Corporation (CWC) is a not-for-profit corporation established to administer Watershed Protection and Partnership Programs in the West of Hudson Watershed; and

WHEREAS, the CWC, City of New York (City), all municipalities in the West of Hudson Watershed, New York State, the federal Environmental Protection Agency, and several environmental organizations recognized that the goals of drinking water protection and economic vitality within the West of Hudson Watershed communities are not inconsistent and under the 1997 New York City Watershed Memorandum of Agreement (“Watershed MOA”) agreed to cooperate in the development and implementation of watershed protection programs that maintain and enhance the quality of the City’s drinking water supply system and the economic and social character of the West of Hudson Watershed communities; and

WHEREAS, extensive flooding resulting from Tropical Storms Irene and Lee, in August and September 2011, respectively, caused catastrophic losses in certain towns and villages within the West of Hudson Watershed which affected the economic and social character of certain West of Hudson watershed communities and adversely impacted water quality in the West of Hudson Watershed; and

WHEREAS, as a condition of the 2014 Mid-Term Filtration Avoidance Determination Review, New York City Department of Environmental Protection (NYCDEP) has agreed to fund a Flood Hazard Mitigation Implementation Program to reduce repetitive flood losses that also pose a threat to water quality during storm events through funding certain recommendations of local flood analyses under the NYCDEP Stream Management Program; and

WHEREAS, on March 4, 2014, by Resolution Number 2439, the CWC Board of Directors agreed to serve as program manager of such a program to be referred to as the CWC Flood Hazard Mitigation Implementation Program (the “Program” or “FHMIP”) and approved a Program Agreement with the City; and

WHEREAS, by Resolution 3826, the CWC Board of Directors approved a FHMIP application by Joseph and Kerri Murnan for design of property protection measures, including elevation of their residence; and

WHEREAS, by Resolution 3865, the CWC Board of Directors approved a FHMIP application by Richard McDonagh for design of property protection measures, including elevation of his residence; and

WHEREAS, by Resolution 3926, the CWC Board of Directors approved a FHMIP application by Peter Collins for design of property protection measures, including elevation of his residence; and

WHEREAS, by Resolutions 4320 and 4547, the CWC Board of Directors approved a FHMIP application by 5355 Main Street, LLC for design of property protection measures, including elevation of its structure; and

WHEREAS, by Resolution 4144, the CWC Board of Directors approved a FHMIP application by Huntersfield Christian Training for construction of property protection measures, including elevation of its structure at 46 Route 7 in Prattsville; and

WHEREAS, by Resolution 4429, the CWC Board of Directors approved a FHMIP application by Fitzpatrick's, LLC for design of property protection measures, including elevation of its structure; and

WHEREAS, by Resolution 4548, the CWC Board of Directors approved a FHMIP application by the Town of Prattsville for construction of property protection measures, consisting of elevation of the Prattsville Town Hall; and

WHEREAS, pursuant to CWC Program Rules, CWC can fund 75% of eligible costs of construction of property protection measures; and

WHEREAS, CWC applied to New York State Division of Homeland Security and Emergency Services and the Federal Emergency Management Agency for funding of the aforementioned property protection measures projects under the Hazard Mitigation Grant Program (the HMGP Grant); and

WHEREAS, by letter dated September 20, 2024, CWC was awarded the HMGP grant in the amount of Nine Hundred Sixty-Two Thousand Three Hundred Thirty Dollars and Eighty-Five Cents (\$962,330.85) to cover up to 90% of eligible costs of such projects; and

WHEREAS, pursuant to the terms of the grant, projects must be publicly bid, property owners must maintain flood insurance, and a deed restriction requiring owners to maintain flood insurance must be filed on each property; and

WHEREAS, by Resolution 5502, the CWC Board approved an agreement with the New York State Division of Homeland Security and Emergency Services in the amount of Nine Hundred Sixty-Two Thousand Three Hundred Thirty Dollars and Eighty-Five Cents (\$962,330.85) for funding of the HMGP projects described above and in such agreement; and

WHEREAS, LaBella Associates was hired by property owners and completed designs for four of the six eligible properties including Joseph and Kerri Murnan, Richard McDonagh, Fitzpatrick's, LLC, and Huntersfield Christian Training; and

WHEREAS, at CWC's request, LaBella Associates submitted a proposal to provide bidding assistance and construction supervision for all six eligible properties in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) for bidding assistance and construction supervision.

NOW THEREFORE, the CWC Board of Directors authorizes the President and/or Executive Director to execute the Agreement with LaBella Associates in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) for bidding assistance and construction supervision.

Voice Vote, carried unanimously.

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A motion to approve Tab 33, Resolution 5588, was made by Richard Parete and seconded by Christopher Mathews.

**Establishment of License Dispute Committee – Tab 33**

January 7, 2025

**RESOLUTION NO. 5588**

**ESTABLISHMENT OF CSAP LICENSE DISPUTE RESOLUTION COMMITTEE**

**WHEREAS**, the Catskill Watershed Corporation (CWC) is a not-for-profit corporation established to administer Watershed Protection and Partnership Programs in the West of Hudson Watershed; and

**WHEREAS**, the CWC, City of New York (City), all municipalities in the West of Hudson Watershed, New York State, the federal Environmental Protection Agency, and several environmental organizations recognized that the goals of drinking water protection and economic vitality within the West of Hudson Watershed communities are not inconsistent and under the 1997 New York City Watershed Memorandum of Agreement (“Watershed MOA”) agreed to cooperate in the development and implementation of watershed protection programs that maintain and enhance the quality of the City’s drinking water supply system and the economic and social character of the West of Hudson Watershed communities; and

**WHEREAS**, extensive flooding resulting from Tropical Storms Irene and Lee, in August and September 2011, respectively, caused catastrophic losses in certain towns and villages within the West of Hudson Watershed which affected the economic and social character of certain West of Hudson watershed communities and adversely impacted water quality in the West of Hudson Watershed; and

**WHEREAS**, as part of changes to the City’s land acquisition program, the City has proposed funding license agreements between the Catskill Center for Conservation and Development and riparian landowners to provide for protection of streamside parcels; and

**WHEREAS**, the proposed license agreement includes a provision that in the event of a dispute between the riparian property and the City and/or the Catskill Center for Conservation and Development, the dispute would be submitted to CWC for a committee to resolve; and

**WHEREAS**, CWC’s Certificate of Incorporation section 6 f provides that CWC has the power to form committees and subcommittees; and

**WHEREAS**, CWC’s Board Policies and Procedures section 1-1.02.06 sets forth the powers and duties of the CWC President including but not limited to the appointment of committee members and serving as an *ex-officio* member of all committees; and

**WHEREAS**, a majority of the CWC Land Committee recommend that CWC Board of Directors create and CSAP License Dispute Resolution Committee to consist of three members – the CWC Board President, the Director appointed by the Governor pursuant the CWC By-Laws Article 6, section 1 (a), and a director to be appointed by the CWC Board President, to consider disputes in accordance with executed license agreements in the City funded Collaborative Streamside Acquisition Program (CSAP).

**NOW THEREFORE BE IT RESOLVED**, that the CWC Board of Directors establishes the CSAP License Dispute Resolution Committee to consist of three members – the CWC Board President, the Director appointed by the Governor pursuant the CWC By-Laws Article 6, section 1 (a), and a director to be appointed by the CWC Board President, to consider disputes in accordance with executed license agreements in the City funded Collaborative Streamside Acquisition Program.

*Voice Vote, carried unanimously.*

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A motion to approve Tab 34, Resolution 5589, was made by Innes Kasanof and seconded by Arthur Merrill.

RESOLUTION NO. 5589

Establishment of 2025 Annual Meeting For CWC Member Towns

WHEREAS, pursuant to Article II, Section 3 of the Catskill Watershed Corporation (CWC) By-Laws, Annual meetings of members shall be held on such a date and at such a time as shall be designated from time to time by the Board of Directors; and

WHEREAS, the CWC Policy Committee recommends the 2025 annual membership meeting be held on Tuesday, April 1, 2025 at 1:00 pm and the regular monthly meeting of the CWC Board of Directors to immediately commence after the conclusion of the annual meeting.

NOW, THEREFORE BE IT RESOLVED, that Tuesday, April 1, 2025, shall be the date of the annual membership meeting, to be held at 1:00 pm and the regular April meeting of the CWC Board of Directors shall commence immediately after the conclusion of the annual meeting.

Voice Vote, carried unanimously.

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**VI. Announcements from the Chair** – Next meeting on Tuesday, February 4, 2025

**VII. Adjourned at 10:55 AM**

**Catskill Watershed Corporation**  
**Finance Director's Report**  
**January 7, 2025**

**Financial Statements**

On January 7, 2025, the November Financial Statements and the supplemental schedules were presented to the Finance Committee. The December Financial Statements and the supplemental schedules will be presented at the next Finance Committee Meeting on February 4, 2025.

**Investments**

Enclosed you will find a summary of the CWC investments. As of November 30, 2024, the total [municipal/agency bonds] carrying value is \$9,814,117. The interest yields range from .63% to 4.78% and the maturity dates vary up to 2 +/- years. For real short-term investments, CWC has invested in Money Markets and Savings Accounts at authorized banks totaling \$19,872,867 with interest rates ranging up to 3.89%.

**External Audit**

The external audit [for the year ending December 31, 2024] is scheduled to start on February 3, 2025.



**Catskill Watershed Corporation**  
**Statement of Financial Position - \* CM BS By Fund**  
As of 11/30/2024

|                                               | Current Year          |
|-----------------------------------------------|-----------------------|
| <b>Assets</b>                                 |                       |
| <b>Current Assets:</b>                        |                       |
| Cash - Checking                               | 109,842,824.14        |
| Cash - Savings Accounts                       | 7,545,169.55          |
| Cash - Certificates of Deposit                | 0.00                  |
| Restricted Cash & Investments                 | 2,487,697.56          |
| Short-Term Investments                        | 19,831,713.96         |
| Grants Receivable                             | 5,167.07              |
| Accounts Receivable                           | 0.00                  |
| Accrued Interest Receivable                   | 122,053.82            |
| Loans Receivable - net                        | 3,249,712.37          |
| Due From Other Funds                          | 0.00                  |
| Prepaid Expenses & Other Assets               | 152,459.31            |
| <b>Total Current Assets:</b>                  | <b>143,236,797.78</b> |
| <b>Property, Plant &amp; Equipment:</b>       |                       |
| Property, Plant & Equip. - Cost               | 19,679,259.98         |
| Accum Depreciation/Amortization               | (3,022,861.01)        |
| <b>Total Property, Plant &amp; Equipment:</b> | <b>16,656,398.97</b>  |
| <b>Long Term Assets:</b>                      |                       |
| Investments                                   | 2,083,298.70          |
| Lease Receivable - net                        | 64,120.52             |
| Loans Receivable - net                        | 25,064,143.43         |
| Real Estate Investments - net                 | 0.00                  |
| <b>Total Long Term Assets:</b>                | <b>27,211,562.65</b>  |
| <b>Total Assets</b>                           | <b>187,104,759.40</b> |
| <b>Liabilities &amp; Net Assets</b>           |                       |
| <b>Current Liabilities:</b>                   |                       |
| Accounts Payable                              | 1,775,095.19          |
| Accrued Expenses                              | 212,143.62            |
| Lease Liabilities                             | 0.00                  |
| Deferred Grant Revenue                        | 170,479,875.83        |
| Deferred Interest Income                      | 60,188.90             |
| <b>Total Current Liabilities:</b>             | <b>172,527,303.54</b> |
| <b>Net Assets:</b>                            |                       |
| Without Donor Restrictions                    | 14,577,455.86         |
| <b>Total Net Assets:</b>                      | <b>14,577,455.86</b>  |
| <b>Total Liabilities &amp; Net Assets</b>     | <b>187,104,759.40</b> |

Catskill Watershed Corporation  
Statement of Financial Position - \* Audit - by Fund/Prgm  
As of 11/30/2024

|                                               | Operating            | Septic III          | Septic V             | Septic Maintenance II | Stream Corridor Program | Flood Hazard I      | Flood Hazard II     | CWMP III            | Total                |
|-----------------------------------------------|----------------------|---------------------|----------------------|-----------------------|-------------------------|---------------------|---------------------|---------------------|----------------------|
| <b>Assets</b>                                 |                      |                     |                      |                       |                         |                     |                     |                     |                      |
| <b>Current Assets:</b>                        |                      |                     |                      |                       |                         |                     |                     |                     |                      |
| Cash - Checking                               | 926,082.94           | 2,015,748.08        | 20,822,739.21        | 552,471.35            | 231,059.02              | 3,486,841.27        | 5,023,440.98        | 4,788,733.20        | 37,847,116.05        |
| Cash - Certificates of Deposit                | 0.00                 | 0.00                | 0.00                 | 0.00                  | 0.00                    | 0.00                | 0.00                | 0.00                | 0.00                 |
| Restricted Cash & Investments                 | 0.00                 | 0.00                | 0.00                 | 0.00                  | 1,366,854.60            | 0.00                | 0.00                | 1,120,842.96        | 2,487,697.56         |
| Short-Term Investments                        | 47,435.11            | 0.00                | 0.00                 | 0.00                  | 0.00                    | 0.00                | 0.00                | 0.00                | 47,435.11            |
| Grants Receivable                             | 0.00                 | 0.00                | 0.00                 | 0.00                  | 0.00                    | 0.00                | 0.00                | 0.00                | 0.00                 |
| Accounts Receivable                           | 0.00                 | 0.00                | 0.00                 | 0.00                  | 0.00                    | 0.00                | 0.00                | 0.00                | 0.00                 |
| Accrued Interest Receivable                   | 0.00                 | 0.00                | 0.00                 | 0.00                  | 0.00                    | 0.00                | 0.00                | 0.00                | 0.00                 |
| Due From Other Funds                          | 146,197.73           | 0.00                | (64,001.31)          | (13,322.03)           | 0.00                    | 0.00                | (11,014.32)         | (5,219.33)          | 52,640.74            |
| Prepaid Expenses & Other Assets               | 147,203.48           | 0.00                | 0.00                 | 0.00                  | 0.00                    | 0.00                | 0.00                | 0.00                | 147,203.48           |
| <b>Total Current Assets:</b>                  | <b>1,266,919.26</b>  | <b>2,015,748.08</b> | <b>20,758,737.90</b> | <b>539,149.32</b>     | <b>1,597,913.62</b>     | <b>3,486,841.27</b> | <b>5,012,426.66</b> | <b>5,904,356.83</b> | <b>40,582,092.94</b> |
| <b>Property, Plant &amp; Equipment:</b>       |                      |                     |                      |                       |                         |                     |                     |                     |                      |
| Property, Plant & Equip. - Cost               | 19,544,427.44        | 5,697.16            | 27,758.25            | 0.00                  | 0.00                    | 0.00                | 0.00                | 0.00                | 19,577,882.85        |
| Accum Depreciation/Amortization               | (2,888,028.47)       | (5,697.16)          | (27,758.25)          | 0.00                  | 0.00                    | 0.00                | 0.00                | 0.00                | (2,921,483.88)       |
| <b>Total Property, Plant &amp; Equipment:</b> | <b>16,656,398.97</b> | <b>0.00</b>         | <b>0.00</b>          | <b>0.00</b>           | <b>0.00</b>             | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>         | <b>16,656,398.97</b> |
| <b>Long Term Assets:</b>                      |                      |                     |                      |                       |                         |                     |                     |                     |                      |
| Investments                                   | 0.00                 | 0.00                | 0.00                 | 0.00                  | 0.00                    | 0.00                | 0.00                | 0.00                | 0.00                 |
| <b>Total Long Term Assets:</b>                | <b>0.00</b>          | <b>0.00</b>         | <b>0.00</b>          | <b>0.00</b>           | <b>0.00</b>             | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>          |
| <b>Total Assets</b>                           | <b>17,923,318.23</b> | <b>2,015,748.08</b> | <b>20,758,737.90</b> | <b>539,149.32</b>     | <b>1,597,913.62</b>     | <b>3,486,841.27</b> | <b>5,012,426.66</b> | <b>5,904,356.83</b> | <b>57,238,491.91</b> |
| <b>Liabilities &amp; Net Assets</b>           |                      |                     |                      |                       |                         |                     |                     |                     |                      |
| <b>Current Liabilities:</b>                   |                      |                     |                      |                       |                         |                     |                     |                     |                      |
| Accounts Payable                              | 53,499.87            | 0.00                | 618,300.07           | 937.50                | 0.00                    | 24,865.25           | 24,617.25           | 1,042,807.22        | 1,765,027.16         |
| Accrued Expenses                              | 212,143.62           | 0.00                | 0.00                 | 0.00                  | 0.00                    | 0.00                | 0.00                | 0.00                | 212,143.62           |
| Lease Liabilities                             | 0.00                 | 0.00                | 0.00                 | 0.00                  | 0.00                    | 0.00                | 0.00                | 0.00                | 0.00                 |
| Deferred Grant Revenue                        | 17,657,674.74        | 2,000,000.00        | 20,140,437.83        | 538,211.82            | 1,502,227.42            | 3,461,976.02        | 4,987,809.41        | 4,861,549.61        | 55,149,886.85        |
| <b>Total Current Liabilities:</b>             | <b>17,923,318.23</b> | <b>2,000,000.00</b> | <b>20,758,737.90</b> | <b>539,149.32</b>     | <b>1,502,227.42</b>     | <b>3,486,841.27</b> | <b>5,012,426.66</b> | <b>5,904,356.83</b> | <b>57,127,057.63</b> |
| <b>Net Assets:</b>                            |                      |                     |                      |                       |                         |                     |                     |                     |                      |
| Without Donor Restrictions                    | 0.00                 | 15,748.08           | 0.00                 | 0.00                  | 95,686.20               | 0.00                | 0.00                | 0.00                | 111,434.28           |
| <b>Total Net Assets:</b>                      | <b>0.00</b>          | <b>15,748.08</b>    | <b>0.00</b>          | <b>0.00</b>           | <b>95,686.20</b>        | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>         | <b>111,434.28</b>    |
| <b>Total Liabilities &amp; Net Assets</b>     | <b>17,923,318.23</b> | <b>2,015,748.08</b> | <b>20,758,737.90</b> | <b>539,149.32</b>     | <b>1,597,913.62</b>     | <b>3,486,841.27</b> | <b>5,012,426.66</b> | <b>5,904,356.83</b> | <b>57,238,491.91</b> |

Catskill Watershed Corporation  
Statement of Financial Position - \* Audit - by Fund/Prgm  
As of 11/30/2024

|                                               | CWMP - Shokan        | Public Education II<br>- Renewal | Stormwater<br>Technical Assist Pr | Stormwater Retrofit<br>III | Tax Consulting Fund | Tax Litigation<br>Avoidance Prgm | WOH Future<br>Stormwater Controls | Total                |
|-----------------------------------------------|----------------------|----------------------------------|-----------------------------------|----------------------------|---------------------|----------------------------------|-----------------------------------|----------------------|
| <b>Assets</b>                                 |                      |                                  |                                   |                            |                     |                                  |                                   |                      |
| <b>Current Assets:</b>                        |                      |                                  |                                   |                            |                     |                                  |                                   |                      |
| Cash - Checking                               | 48,188,625.86        | 55,159.26                        | 27,017.67                         | 5,099,249.38               | 386,559.66          | 394,291.12                       | 3,292,428.81                      | 57,443,331.76        |
| Cash - Savings Accounts                       | 0.00                 | 0.00                             | 0.00                              | 0.00                       | 0.00                | 0.00                             | 2,215,303.74                      | 2,215,303.74         |
| Cash - Certificates of Deposit                | 0.00                 | 0.00                             | 0.00                              | 0.00                       | 0.00                | 0.00                             | 0.00                              | 0.00                 |
| Restricted Cash & Investments                 | 0.00                 | 0.00                             | 0.00                              | 0.00                       | 0.00                | 0.00                             | 0.00                              | 0.00                 |
| Short-Term Investments                        | 0.00                 | 0.00                             | 0.00                              | 0.00                       | 226,877.28          | 0.00                             | 5,633,283.90                      | 5,860,161.18         |
| Grants Receivable                             | 0.00                 | 0.00                             | 0.00                              | 0.00                       | 0.00                | 0.00                             | 0.00                              | 0.00                 |
| Accrued Interest Receivable                   | 0.00                 | 0.00                             | 0.00                              | 0.00                       | 8.66                | 0.00                             | 13,388.26                         | 13,396.92            |
| Due From Other Funds                          | (3,990.44)           | (3,379.48)                       | 0.00                              | (868.33)                   | 0.00                | 0.00                             | (7,818.32)                        | (16,056.57)          |
| Prepaid Expenses & Other Assets               | 0.00                 | 0.00                             | 0.00                              | 0.00                       | 0.00                | 0.00                             | 0.00                              | 0.00                 |
| <b>Total Current Assets:</b>                  | <b>48,184,635.42</b> | <b>51,779.78</b>                 | <b>27,017.67</b>                  | <b>5,098,381.05</b>        | <b>613,445.60</b>   | <b>394,291.12</b>                | <b>11,146,586.39</b>              | <b>65,516,137.03</b> |
| <b>Property, Plant &amp; Equipment:</b>       |                      |                                  |                                   |                            |                     |                                  |                                   |                      |
| Property, Plant & Equip. - Cost               | 0.00                 | 0.00                             | 0.00                              | 37,571.45                  | 0.00                | 0.00                             | 971.47                            | 38,542.92            |
| Accum Depreciation/Amortization               | 0.00                 | 0.00                             | 0.00                              | (37,571.45)                | 0.00                | 0.00                             | (971.47)                          | (38,542.92)          |
| <b>Total Property, Plant &amp; Equipment:</b> | <b>0.00</b>          | <b>0.00</b>                      | <b>0.00</b>                       | <b>0.00</b>                | <b>0.00</b>         | <b>0.00</b>                      | <b>0.00</b>                       | <b>0.00</b>          |
| <b>Long Term Assets:</b>                      |                      |                                  |                                   |                            |                     |                                  |                                   |                      |
| Investments                                   | 0.00                 | 0.00                             | 0.00                              | 0.00                       | 0.00                | 0.00                             | 796,674.20                        | 796,674.20           |
| <b>Total Long Term Assets:</b>                | <b>0.00</b>          | <b>0.00</b>                      | <b>0.00</b>                       | <b>0.00</b>                | <b>0.00</b>         | <b>0.00</b>                      | <b>796,674.20</b>                 | <b>796,674.20</b>    |
| <b>Total Assets</b>                           | <b>48,184,635.42</b> | <b>51,779.78</b>                 | <b>27,017.67</b>                  | <b>5,098,381.05</b>        | <b>613,445.60</b>   | <b>394,291.12</b>                | <b>11,943,260.59</b>              | <b>66,312,811.23</b> |
| <b>Liabilities &amp; Net Assets</b>           |                      |                                  |                                   |                            |                     |                                  |                                   |                      |
| <b>Current Liabilities:</b>                   |                      |                                  |                                   |                            |                     |                                  |                                   |                      |
| Accounts Payable                              | 0.00                 | 10,000.00                        | 0.00                              | 0.00                       | 0.00                | 0.00                             | 0.00                              | 10,000.00            |
| Accrued Expenses                              | 0.00                 | 0.00                             | 0.00                              | 0.00                       | 0.00                | 0.00                             | 0.00                              | 0.00                 |
| Deferred Grant Revenue                        | 46,544,109.20        | 41,779.78                        | 27,017.67                         | 5,031,122.39               | 554,338.35          | 377,076.82                       | 6,388,121.04                      | 58,963,565.25        |
| <b>Total Current Liabilities:</b>             | <b>46,544,109.20</b> | <b>51,779.78</b>                 | <b>27,017.67</b>                  | <b>5,031,122.39</b>        | <b>554,338.35</b>   | <b>377,076.82</b>                | <b>6,388,121.04</b>               | <b>58,973,565.25</b> |
| <b>Net Assets:</b>                            |                      |                                  |                                   |                            |                     |                                  |                                   |                      |
| Without Donor Restrictions                    | 1,640,526.22         | 0.00                             | 0.00                              | 67,258.66                  | 59,107.25           | 17,214.30                        | 5,555,139.55                      | 7,339,245.98         |
| <b>Total Net Assets:</b>                      | <b>1,640,526.22</b>  | <b>0.00</b>                      | <b>0.00</b>                       | <b>67,258.66</b>           | <b>59,107.25</b>    | <b>17,214.30</b>                 | <b>5,555,139.55</b>               | <b>7,339,245.98</b>  |
| <b>Total Liabilities &amp; Net Assets</b>     | <b>48,184,635.42</b> | <b>51,779.78</b>                 | <b>27,017.67</b>                  | <b>5,098,381.05</b>        | <b>613,445.60</b>   | <b>394,291.12</b>                | <b>11,943,260.59</b>              | <b>66,312,811.23</b> |

Catskill Watershed Corporation  
Statement of Financial Position - \* Audit - by Fund/Prgm  
As of 11/30/2024

|                                               | Future<br>SW-MOA145 | Community Vitality | Catskill Fund for<br>the Future | Total                |
|-----------------------------------------------|---------------------|--------------------|---------------------------------|----------------------|
| <b>Assets</b>                                 |                     |                    |                                 |                      |
| <b>Current Assets:</b>                        |                     |                    |                                 |                      |
| Cash - Checking                               | 1,288,136.35        | 0.00               | 13,264,239.98                   | 14,552,376.33        |
| Cash - Savings Accounts                       | 0.00                | 0.00               | 5,329,865.81                    | 5,329,865.81         |
| Cash - Certificates of Deposit                | 0.00                | 0.00               | 0.00                            | 0.00                 |
| Restricted Cash & Investments                 | 0.00                | 0.00               | 0.00                            | 0.00                 |
| Short-Term Investments                        | 0.00                | 0.00               | 13,924,117.67                   | 13,924,117.67        |
| Grants Receivable                             | 0.00                | 5,167.07           | 0.00                            | 5,167.07             |
| Accrued Interest Receivable                   | 0.00                | 0.00               | 108,656.90                      | 108,656.90           |
| Loans Receivable - net                        | 0.00                | 0.00               | 3,249,712.37                    | 3,249,712.37         |
| Due From Other Funds                          | (4,789.69)          | (5,167.07)         | (26,627.41)                     | (36,584.17)          |
| Prepaid Expenses & Other Assets               | 0.00                | 0.00               | 5,255.83                        | 5,255.83             |
| <b>Total Current Assets:</b>                  | <b>1,283,346.66</b> | <b>0.00</b>        | <b>35,855,221.15</b>            | <b>37,138,567.81</b> |
| <b>Property, Plant &amp; Equipment:</b>       |                     |                    |                                 |                      |
| Property, Plant & Equip. - Cost               | 0.00                | 0.00               | 62,834.21                       | 62,834.21            |
| Accum Depreciation/Amortization               | 0.00                | 0.00               | (62,834.21)                     | (62,834.21)          |
| <b>Total Property, Plant &amp; Equipment:</b> | <b>0.00</b>         | <b>0.00</b>        | <b>0.00</b>                     | <b>0.00</b>          |
| <b>Long Term Assets:</b>                      |                     |                    |                                 |                      |
| Investments                                   | 0.00                | 0.00               | 1,286,624.50                    | 1,286,624.50         |
| Lease Recievble - net                         | 0.00                | 0.00               | 64,120.52                       | 64,120.52            |
| Loans Receivable - net                        | 0.00                | 0.00               | 25,064,143.43                   | 25,064,143.43        |
| Real Estate Investments - net                 | 0.00                | 0.00               | 0.00                            | 0.00                 |
| <b>Total Long Term Assets:</b>                | <b>0.00</b>         | <b>0.00</b>        | <b>26,414,888.45</b>            | <b>26,414,888.45</b> |
| <b>Total Assets</b>                           | <b>1,283,346.66</b> | <b>0.00</b>        | <b>62,270,109.60</b>            | <b>63,553,456.26</b> |
| <b>Liabilities &amp; Net Assets</b>           |                     |                    |                                 |                      |
| <b>Current Liabilities:</b>                   |                     |                    |                                 |                      |
| Accounts Payable                              | 0.00                | 0.00               | 68.03                           | 68.03                |
| Accrued Expenses                              | 0.00                | 0.00               | 0.00                            | 0.00                 |
| Deferred Grant Revenue                        | 1,283,346.66        | 0.00               | 55,083,077.07                   | 56,366,423.73        |
| Deferred Interest Income                      | 0.00                | 0.00               | 60,188.90                       | 60,188.90            |
| <b>Total Current Liabilities:</b>             | <b>1,283,346.66</b> | <b>0.00</b>        | <b>55,143,334.00</b>            | <b>56,426,680.66</b> |
| <b>Net Assets:</b>                            |                     |                    |                                 |                      |
| Without Donor Restrictions                    | 0.00                | 0.00               | 7,126,775.60                    | 7,126,775.60         |
| <b>Total Net Assets:</b>                      | <b>0.00</b>         | <b>0.00</b>        | <b>7,126,775.60</b>             | <b>7,126,775.60</b>  |
| <b>Total Liabilities &amp; Net Assets</b>     | <b>1,283,346.66</b> | <b>0.00</b>        | <b>62,270,109.60</b>            | <b>63,553,456.26</b> |

Catskill Watershed Corporation  
Statement of Revenues and Expenditures  
From 11/1/2024 Through 11/30/2024

|                               | <u>Current Period Actual</u> | <u>Current Year Actual</u> |
|-------------------------------|------------------------------|----------------------------|
| <b>SUPPORT &amp; REVENUES</b> |                              |                            |
| Contract Income               | 2,398,311.27                 | 16,517,991.15              |
| Interest & Other Income       | <u>510,304.60</u>            | <u>5,952,594.48</u>        |
| Total SUPPORT & REVENUES      | <u>2,908,615.87</u>          | <u>22,470,585.63</u>       |
| <b>EXPENSES</b>               |                              |                            |
| Salary                        | 140,588.37                   | 1,552,537.73               |
| Fringe Benefits               | 62,371.21                    | 722,938.61                 |
| Program Expenses              | 2,334,873.83                 | 15,319,149.56              |
| Occupancy & Interest Exp      | 34,465.48                    | 483,593.41                 |
| Advertising & Promotion       | 540.25                       | 13,764.87                  |
| Office Supplies               | 146.86                       | 16,864.78                  |
| Communications                | 1,932.78                     | 25,265.39                  |
| Grants                        | 19,888.95                    | 141,679.57                 |
| Travel                        | 2,088.05                     | 18,178.89                  |
| Conferences & Seminars        | 0.00                         | 2,768.50                   |
| Insurance                     | 9,398.59                     | 100,486.23                 |
| Repair & Maintenance          | 1,687.54                     | 23,617.31                  |
| Subscriptions & Publications  | 297.11                       | 4,549.34                   |
| Professional Fees             | 16,334.33                    | 266,687.20                 |
| Depreciation & Amortization   | 46,710.74                    | 529,255.84                 |
| Dues, Licenses & Memberships  | 0.00                         | 530.00                     |
| Miscellaneous Expense         | <u>93.36</u>                 | <u>572.93</u>              |
| Total EXPENSES                | <u>2,671,417.45</u>          | <u>19,222,440.16</u>       |
| Excess Rev/Exp                | <u>237,198.42</u>            | <u>3,248,145.47</u>        |

Catskill Watershed Corporation  
Statement of Revenues and Expenditures  
From 11/1/2024 Through 11/30/2024

|                                     | Operating         | Septic III      | Septic V            | Land Acquisition | Septic Maintenance II | Stream Corridor Program | Flood Hazard I   | Flood Hazard II  | CWMP III            | Total               |
|-------------------------------------|-------------------|-----------------|---------------------|------------------|-----------------------|-------------------------|------------------|------------------|---------------------|---------------------|
| <b>SUPPORT &amp; REVENUES</b>       |                   |                 |                     |                  |                       |                         |                  |                  |                     |                     |
| Contract Income                     | 153,284.06        | 0.00            | 1,026,802.85        | 337.50           | 24,049.66             | 0.00                    | 74,444.76        | 36,449.33        | 1,056,133.08        | 2,371,501.24        |
| Interest & Other Income             | <u>1,494.39</u>   | <u>5,112.52</u> | <u>62,589.96</u>    | <u>0.00</u>      | <u>1,426.48</u>       | <u>4,052.77</u>         | <u>8,887.79</u>  | <u>12,455.09</u> | <u>15,004.93</u>    | <u>111,023.93</u>   |
| <b>Total SUPPORT &amp; REVENUES</b> | <u>154,778.45</u> | <u>5,112.52</u> | <u>1,089,392.81</u> | <u>337.50</u>    | <u>25,476.14</u>      | <u>4,052.77</u>         | <u>83,332.55</u> | <u>48,904.42</u> | <u>1,071,138.01</u> | <u>2,482,525.17</u> |
| <b>EXPENSES</b>                     |                   |                 |                     |                  |                       |                         |                  |                  |                     |                     |
| Salary                              | 76,864.69         | 0.00            | 25,061.03           | 0.00             | 3,020.70              | 0.00                    | 0.00             | 7,807.61         | 3,769.83            | 116,523.86          |
| Fringe Benefits                     | 33,290.25         | 0.00            | 11,639.18           | 0.00             | 543.48                | 0.00                    | 0.00             | 3,494.93         | 1,289.78            | 50,257.62           |
| Program Expenses                    | 0.00              | 0.00            | 1,022,186.87        | 337.50           | 16,413.58             | 0.00                    | 83,332.55        | 31,706.40        | 1,063,558.35        | 2,217,535.25        |
| Occupancy & Interest Exp            | 34,465.48         | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 0.00             | 0.00                | 34,465.48           |
| Advertising & Promotion             | 206.75            | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 333.50           | 0.00                | 540.25              |
| Office Supplies                     | 146.86            | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 0.00             | 0.00                | 146.86              |
| Communications                      | 1,723.52          | 0.00            | 41.13               | 0.00             | 0.73                  | 0.00                    | 0.00             | 10.01            | 0.00                | 1,775.39            |
| Grants                              | (1,494.06)        | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 0.00             | 0.00                | (1,494.06)          |
| Travel                              | 2,054.05          | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 34.00            | 0.00                | 2,088.05            |
| Conferences & Seminars              | 0.00              | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 0.00             | 0.00                | 0.00                |
| Insurance                           | 9,398.59          | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 0.00             | 0.00                | 9,398.59            |
| Repair & Maintenance                | 1,244.21          | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 0.00             | 0.00                | 1,244.21            |
| Subscriptions & Publications        | 261.08            | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 0.00             | 0.00                | 261.08              |
| Professional Fees                   | 16,334.33         | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 0.00             | 0.00                | 16,334.33           |
| Administrative Expenses             | (66,521.40)       | 0.00            | 30,464.60           | 0.00             | 5,497.65              | 0.00                    | 0.00             | 5,516.97         | 2,520.05            | (22,522.13)         |
| Depreciation & Amortization         | 46,710.74         | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 0.00             | 0.00                | 46,710.74           |
| Dues, Licenses & Memberships        | 0.00              | 0.00            | 0.00                | 0.00             | 0.00                  | 0.00                    | 0.00             | 0.00             | 0.00                | 0.00                |
| Miscellaneous Expense               | <u>93.36</u>      | <u>0.00</u>     | <u>0.00</u>         | <u>0.00</u>      | <u>0.00</u>           | <u>0.00</u>             | <u>0.00</u>      | <u>0.00</u>      | <u>0.00</u>         | <u>93.36</u>        |
| <b>Total EXPENSES</b>               | <u>154,778.45</u> | <u>0.00</u>     | <u>1,089,392.81</u> | <u>337.50</u>    | <u>25,476.14</u>      | <u>0.00</u>             | <u>83,332.55</u> | <u>48,903.42</u> | <u>1,071,138.01</u> | <u>2,473,358.88</u> |
| Excess Rev/Exp                      | <u>0.00</u>       | <u>5,112.52</u> | <u>0.00</u>         | <u>0.00</u>      | <u>0.00</u>           | <u>4,052.77</u>         | <u>0.00</u>      | <u>1.00</u>      | <u>0.00</u>         | <u>9,166.29</u>     |



Catskill Watershed Corporation  
Statement of Revenues and Expenditures  
From 11/1/2024 Through 11/30/2024

|                               | <u>CWMP - Shokan</u> | <u>Public Education II<br/>- Renewal</u> | <u>Stormwater<br/>Technical Assist Pr</u> | <u>Stormwater Retrofit<br/>III</u> | <u>Tax Consulting Fund</u> | <u>Tax Litigation<br/>Avoidance Prgm</u> | <u>WOH Future<br/>Stormwater Controls</u> | <u>Total</u>      |
|-------------------------------|----------------------|------------------------------------------|-------------------------------------------|------------------------------------|----------------------------|------------------------------------------|-------------------------------------------|-------------------|
| <b>SUPPORT &amp; REVENUES</b> |                      |                                          |                                           |                                    |                            |                                          |                                           |                   |
| Contract Income               | 0.00                 | 25,707.31                                | 263.15                                    | 0.00                               | 0.00                       | 0.00                                     | (382.90)                                  | 25,587.56         |
| Interest & Other Income       |                      |                                          |                                           |                                    |                            |                                          |                                           |                   |
|                               | <u>141,354.24</u>    | <u>185.19</u>                            | <u>60.21</u>                              | <u>12,935.61</u>                   | <u>2,071.38</u>            | <u>1,000.04</u>                          | <u>36,189.57</u>                          | <u>193,796.24</u> |
| Total SUPPORT & REVENUES      | <u>141,354.24</u>    | <u>25,892.50</u>                         | <u>323.36</u>                             | <u>12,935.61</u>                   | <u>2,071.38</u>            | <u>1,000.04</u>                          | <u>35,806.67</u>                          | <u>219,383.80</u> |
| <b>EXPENSES</b>               |                      |                                          |                                           |                                    |                            |                                          |                                           |                   |
| Salary                        | 3,488.96             | 1,337.77                                 | 221.46                                    | 186.34                             | 0.00                       | 0.00                                     | 3,040.10                                  | 8,274.63          |
| Fringe Benefits               | 1,168.54             | 1,523.97                                 | 101.90                                    | 28.75                              | 0.00                       | 0.00                                     | 809.03                                    | 3,632.19          |
| Program Expenses              | 112,365.33           | 0.00                                     | 0.00                                      | 1,937.04                           | 0.00                       | 0.00                                     | 0.00                                      | 114,302.37        |
| Communications                | 0.00                 | 53.09                                    | 0.00                                      | 0.00                               | 0.00                       | 0.00                                     | 8.23                                      | 61.32             |
| Grants                        | 0.00                 | 21,383.01                                | 0.00                                      | 0.00                               | 0.00                       | 0.00                                     | 0.00                                      | 21,383.01         |
| Professional Fees             | 0.00                 | 0.00                                     | 0.00                                      | 0.00                               | 0.00                       | 0.00                                     | 0.00                                      | 0.00              |
| Administrative Expenses       | <u>2,032.89</u>      | <u>1,594.66</u>                          | <u>0.00</u>                               | <u>371.63</u>                      | <u>0.00</u>                | <u>0.00</u>                              | <u>3,743.89</u>                           | <u>7,743.07</u>   |
| Total EXPENSES                | <u>119,055.72</u>    | <u>25,892.50</u>                         | <u>323.36</u>                             | <u>2,523.76</u>                    | <u>0.00</u>                | <u>0.00</u>                              | <u>7,601.25</u>                           | <u>155,396.59</u> |
| Excess Rev/Exp                | <u>22,298.52</u>     | <u>0.00</u>                              | <u>0.00</u>                               | <u>10,411.85</u>                   | <u>2,071.38</u>            | <u>1,000.04</u>                          | <u>28,205.42</u>                          | <u>63,987.21</u>  |

Catskill Watershed Corporation  
Statement of Revenues and Expenditures  
From 11/1/2024 Through 11/30/2024

|                                     | Future<br>SW-MOA145    | Community Vitality   | Catskill Fund for<br>the Future | Total                    |
|-------------------------------------|------------------------|----------------------|---------------------------------|--------------------------|
| <b>SUPPORT &amp; REVENUES</b>       |                        |                      |                                 |                          |
| Contract Income                     | 375.54                 | 846.93               | 0.00                            | 1,222.47                 |
| Interest & Other Income             | <u>3,268.52</u>        | <u>0.00</u>          | <u>202,215.91</u>               | <u>205,484.43</u>        |
| <b>Total SUPPORT &amp; REVENUES</b> | <u><u>3,644.06</u></u> | <u><u>846.93</u></u> | <u><u>202,215.91</u></u>        | <u><u>206,706.90</u></u> |
| <b>EXPENSES</b>                     |                        |                      |                                 |                          |
| Salary                              | 1,498.12               | 491.22               | 13,800.54                       | 15,789.88                |
| Fringe Benefits                     | 510.58                 | 75.75                | 7,895.07                        | 8,481.40                 |
| Program Expenses                    | 0.00                   | 0.00                 | 3,036.21                        | 3,036.21                 |
| Occupancy & Interest Exp            | 0.00                   | 0.00                 | 0.00                            | 0.00                     |
| Advertising & Promotion             | 0.00                   | 0.00                 | 0.00                            | 0.00                     |
| Communications                      | 0.00                   | 0.00                 | 96.07                           | 96.07                    |
| Conferences & Seminars              | 0.00                   | 0.00                 | 0.00                            | 0.00                     |
| Repair & Maintenance                | 0.00                   | 0.00                 | 443.33                          | 443.33                   |
| Subscriptions & Publications        | 0.00                   | 0.00                 | 36.03                           | 36.03                    |
| Professional Fees                   | 0.00                   | 0.00                 | 0.00                            | 0.00                     |
| Administrative Expenses             | 1,635.36               | 279.96               | 12,863.74                       | 14,779.06                |
| Depreciation & Amortization         | 0.00                   | 0.00                 | 0.00                            | 0.00                     |
| Miscellaneous Expense               | <u>0.00</u>            | <u>0.00</u>          | <u>0.00</u>                     | <u>0.00</u>              |
| <b>Total EXPENSES</b>               | <u><u>3,644.06</u></u> | <u><u>846.93</u></u> | <u><u>38,170.99</u></u>         | <u><u>42,661.98</u></u>  |
| Excess Rev/Exp                      | <u><u>0.00</u></u>     | <u><u>0.00</u></u>   | <u><u>164,044.92</u></u>        | <u><u>164,044.92</u></u> |

Catskill Watershed Corporation  
Statement of Revenues and Expenditures  
From 1/1/2024 Through 11/30/2024

|                                     | Operating           | Septic III        | Septic V             | Septic Maintenance | Land Acquisition | Septic Maintenance II | Stream Corridor Program | Flood Hazard I      | Flood Hazard II   | CWMP III            | Total                |
|-------------------------------------|---------------------|-------------------|----------------------|--------------------|------------------|-----------------------|-------------------------|---------------------|-------------------|---------------------|----------------------|
| <b>SUPPORT &amp; REVENUES</b>       |                     |                   |                      |                    |                  |                       |                         |                     |                   |                     |                      |
| Contract Income                     | 1,722,375.74        | 544,107.64        | 9,741,318.82         | 25,291.63          | 861.94           | 298,249.86            | 0.00                    | 929,119.64          | 93,999.01         | 2,540,302.49        | 15,895,626.77        |
| Interest & Other Income             | <u>16,354.39</u>    | <u>66,368.10</u>  | <u>760,625.87</u>    | <u>2,824.37</u>    | <u>0.00</u>      | <u>12,645.30</u>      | <u>45,972.47</u>        | <u>113,688.36</u>   | <u>138,211.86</u> | <u>212,670.16</u>   | <u>1,369,360.88</u>  |
| <b>Total SUPPORT &amp; REVENUES</b> | <u>1,738,730.13</u> | <u>610,475.74</u> | <u>10,501,944.69</u> | <u>28,116.00</u>   | <u>861.94</u>    | <u>310,895.16</u>     | <u>45,972.47</u>        | <u>1,042,808.00</u> | <u>232,210.87</u> | <u>2,752,972.65</u> | <u>17,264,987.65</u> |
| <b>EXPENSES</b>                     |                     |                   |                      |                    |                  |                       |                         |                     |                   |                     |                      |
| Salary                              | 790,648.11          | 0.00              | 286,076.26           | 7,697.68           | 0.00             | 49,854.44             | 0.00                    | 0.00                | 77,431.52         | 46,806.49           | 1,258,514.50         |
| Fringe Benefits                     | 382,581.27          | 0.00              | 129,419.07           | 2,118.56           | 0.00             | 12,490.72             | 0.00                    | 0.00                | 31,719.67         | 16,878.83           | 575,208.12           |
| Program Expenses                    | 131.38              | 594,726.98        | 9,706,425.84         | 12,805.92          | 861.94           | 178,510.94            | 0.00                    | 1,042,748.00        | 60,351.40         | 2,653,870.16        | 14,250,432.56        |
| Occupancy & Interest Exp            | 482,603.36          | 0.00              | 0.00                 | 0.00               | 0.00             | 0.00                  | 0.00                    | 0.00                | 0.00              | 0.00                | 482,603.36           |
| Advertising & Promotion             | 7,194.21            | 0.00              | 776.23               | 0.00               | 0.00             | 0.00                  | 0.00                    | 60.00               | 1,688.50          | 0.00                | 9,718.94             |
| Office Supplies                     | 16,406.68           | 0.00              | 339.10               | 0.00               | 0.00             | 0.00                  | 0.00                    | 0.00                | 119.00            | 0.00                | 16,864.78            |
| Communications                      | 23,200.81           | 0.68              | 656.63               | 9.31               | 0.00             | 308.75                | 24.65                   | 0.00                | 83.40             | 13.04               | 24,297.27            |
| Grants                              | 0.00                | 0.00              | 0.00                 | 0.00               | 0.00             | 0.00                  | 0.00                    | 0.00                | 0.00              | 0.00                | 0.00                 |
| Travel                              | 17,866.89           | 0.00              | 0.00                 | 0.00               | 0.00             | 0.00                  | 0.00                    | 0.00                | 312.00            | 0.00                | 18,178.89            |
| Conferences & Seminars              | 2,083.50            | 0.00              | 0.00                 | 0.00               | 0.00             | 0.00                  | 0.00                    | 0.00                | 310.00            | 0.00                | 2,393.50             |
| Insurance                           | 100,486.23          | 0.00              | 0.00                 | 0.00               | 0.00             | 0.00                  | 0.00                    | 0.00                | 0.00              | 0.00                | 100,486.23           |
| Repair & Maintenance                | 18,882.30           | 0.00              | 0.00                 | 0.00               | 0.00             | 0.00                  | 0.00                    | 0.00                | 0.00              | 0.00                | 18,882.30            |
| Subscriptions & Publications        | 4,153.08            | 0.00              | 0.00                 | 0.00               | 0.00             | 0.00                  | 0.00                    | 0.00                | 0.00              | 0.00                | 4,153.08             |
| Professional Fees                   | 206,345.56          | 0.00              | 0.00                 | 0.00               | 0.00             | 0.00                  | 0.00                    | 0.00                | 0.00              | 0.00                | 206,345.56           |
| Administrative Expenses             | (843,236.47)        | 0.00              | 378,251.56           | 5,484.53           | 0.00             | 69,730.31             | 0.00                    | 0.00                | 60,015.38         | 35,404.13           | (294,350.56)         |
| Depreciation & Amortization         | 528,492.50          | 0.00              | 0.00                 | 0.00               | 0.00             | 0.00                  | 0.00                    | 0.00                | 0.00              | 0.00                | 528,492.50           |
| Dues, Licenses & Memberships        | 350.00              | 0.00              | 0.00                 | 0.00               | 0.00             | 0.00                  | 0.00                    | 0.00                | 180.00            | 0.00                | 530.00               |
| Miscellaneous Expense               | <u>563.83</u>       | <u>0.00</u>       | <u>0.00</u>          | <u>0.00</u>        | <u>0.00</u>      | <u>0.00</u>           | <u>0.00</u>             | <u>0.00</u>         | <u>0.00</u>       | <u>0.00</u>         | <u>563.83</u>        |
| <b>Total EXPENSES</b>               | <u>1,738,753.24</u> | <u>594,727.66</u> | <u>10,501,944.69</u> | <u>28,116.00</u>   | <u>861.94</u>    | <u>310,895.16</u>     | <u>24.65</u>            | <u>1,042,808.00</u> | <u>232,210.87</u> | <u>2,752,972.65</u> | <u>17,203,314.86</u> |
| Excess Rev/Exp                      | <u>(23.11)</u>      | <u>15,748.08</u>  | <u>0.00</u>          | <u>0.00</u>        | <u>0.00</u>      | <u>0.00</u>           | <u>45,947.82</u>        | <u>0.00</u>         | <u>0.00</u>       | <u>0.00</u>         | <u>61,672.79</u>     |

Catskill Watershed Corporation  
Statement of Revenues and Expenditures  
From 1/1/2024 Through 11/30/2024

|                                     | <u>CWMP - Shokan</u> | <u>Public Education II<br/>- Renewal</u> | <u>Stormwater Retrofits</u> | <u>Stormwater<br/>Technical Assist Pr</u> | <u>Stormwater<br/>Retrofits II</u> | <u>Stormwater Retrofit<br/>III</u> | <u>Tax Consulting Fund</u> | <u>Tax Litigation<br/>Avoidance Prgm</u> | <u>WOH Future<br/>Stormwater Controls</u> | <u>Total</u>        |
|-------------------------------------|----------------------|------------------------------------------|-----------------------------|-------------------------------------------|------------------------------------|------------------------------------|----------------------------|------------------------------------------|-------------------------------------------|---------------------|
| <b>SUPPORT &amp; REVENUES</b>       |                      |                                          |                             |                                           |                                    |                                    |                            |                                          |                                           |                     |
| Contract Income                     | 0.00                 | 189,911.33                               | 0.00                        | 9,043.96                                  | 13,885.02                          | 0.00                               | 0.00                       | 0.00                                     | 221,946.94                                | 434,787.25          |
| Interest & Other Income             |                      |                                          |                             | 686.66                                    | 5,399.81                           | 91,643.05                          | 20,987.99                  | 11,364.84                                | 445,691.18                                | 2,186,957.74        |
| <b>Total SUPPORT &amp; REVENUES</b> | <u>1,605,781.03</u>  | <u>2,212.73</u>                          | <u>3,190.45</u>             | <u>9,730.62</u>                           | <u>19,284.83</u>                   | <u>91,643.05</u>                   | <u>20,987.99</u>           | <u>11,364.84</u>                         | <u>667,638.12</u>                         | <u>2,621,744.99</u> |
| <b>EXPENSES</b>                     |                      |                                          |                             |                                           |                                    |                                    |                            |                                          |                                           |                     |
| Salary                              | 36,665.10            | 15,862.54                                | 0.00                        | 6,690.78                                  | 4,116.06                           | 8,834.01                           | 0.00                       | 1,147.17                                 | 29,770.67                                 | 103,086.33          |
| Fringe Benefits                     | 11,346.90            | 16,587.60                                | 0.00                        | 3,039.84                                  | 1,776.79                           | 3,257.01                           | 0.00                       | 551.76                                   | 10,972.17                                 | 47,532.07           |
| Program Expenses                    | 561,180.07           | 0.00                                     | 0.00                        | 0.00                                      | 9,000.00                           | 20,489.48                          | 0.00                       | 0.00                                     | 301,563.38                                | 892,232.93          |
| Communications                      | 0.00                 | 264.93                                   | 0.00                        | 0.00                                      | 0.00                               | 2.31                               | 7.01                       | 0.00                                     | 34.75                                     | 309.00              |
| Grants                              | 0.00                 | 141,679.57                               | 0.00                        | 0.00                                      | 0.00                               | 0.00                               | 0.00                       | 0.00                                     | 0.00                                      | 141,679.57          |
| Professional Fees                   | 0.00                 | 0.00                                     | 0.00                        | 0.00                                      | 0.00                               | 0.00                               | 0.00                       | 0.00                                     | 1,475.50                                  | 1,475.50            |
| Administrative Expenses             | 21,908.94            | 17,729.42                                | 0.00                        | 0.00                                      | 4,391.98                           | 18,096.12                          | 0.00                       | 1,472.92                                 | 38,567.35                                 | 102,166.73          |
| <b>Total EXPENSES</b>               | <u>631,101.01</u>    | <u>192,124.06</u>                        | <u>0.00</u>                 | <u>9,730.62</u>                           | <u>19,284.83</u>                   | <u>50,678.93</u>                   | <u>7.01</u>                | <u>3,171.85</u>                          | <u>382,383.82</u>                         | <u>1,288,482.13</u> |
| Excess Rev/Exp                      | <u>974,680.02</u>    | <u>0.00</u>                              | <u>3,190.45</u>             | <u>0.00</u>                               | <u>0.00</u>                        | <u>40,964.12</u>                   | <u>20,980.98</u>           | <u>8,192.99</u>                          | <u>285,254.30</u>                         | <u>1,333,262.86</u> |

Catskill Watershed Corporation  
Statement of Revenues and Expenditures  
From 1/1/2024 Through 11/30/2024

|                                     | Future<br>SW-MOA145      | Community Vitality     | Catskill Fund for<br>the Future | Total                      |
|-------------------------------------|--------------------------|------------------------|---------------------------------|----------------------------|
| <b>SUPPORT &amp; REVENUES</b>       |                          |                        |                                 |                            |
| Contract Income                     | 182,410.06               | 5,167.07               | 0.00                            | 187,577.13                 |
| Interest & Other Income             | <u>30,096.28</u>         | <u>0.00</u>            | <u>2,366,179.58</u>             | <u>2,396,275.86</u>        |
| <b>Total SUPPORT &amp; REVENUES</b> | <u><u>212,506.34</u></u> | <u><u>5,167.07</u></u> | <u><u>2,366,179.58</u></u>      | <u><u>2,583,852.99</u></u> |
| <b>EXPENSES</b>                     |                          |                        |                                 |                            |
| Salary                              | 23,278.64                | 1,884.52               | 165,773.74                      | 190,936.90                 |
| Fringe Benefits                     | 9,705.92                 | 323.83                 | 90,168.67                       | 100,198.42                 |
| Program Expenses                    | 149,960.87               | 0.00                   | 26,523.20                       | 176,484.07                 |
| Occupancy & Interest Exp            | 0.00                     | 0.00                   | 990.05                          | 990.05                     |
| Advertising & Promotion             | 0.00                     | 1,885.16               | 2,160.77                        | 4,045.93                   |
| Communications                      | 39.46                    | 0.00                   | 619.66                          | 659.12                     |
| Conferences & Seminars              | 0.00                     | 0.00                   | 375.00                          | 375.00                     |
| Repair & Maintenance                | 0.00                     | 0.00                   | 4,735.01                        | 4,735.01                   |
| Subscriptions & Publications        | 0.00                     | 0.00                   | 396.26                          | 396.26                     |
| Professional Fees                   | 0.00                     | 0.00                   | 58,866.14                       | 58,866.14                  |
| Administrative Expenses             | 29,521.45                | 1,073.56               | 161,588.82                      | 192,183.83                 |
| Depreciation & Amortization         | 0.00                     | 0.00                   | 763.34                          | 763.34                     |
| Miscellaneous Expense               | <u>0.00</u>              | <u>0.00</u>            | <u>9.10</u>                     | <u>9.10</u>                |
| <b>Total EXPENSES</b>               | <u><u>212,506.34</u></u> | <u><u>5,167.07</u></u> | <u><u>512,969.76</u></u>        | <u><u>730,643.17</u></u>   |
| Excess Rev/Exp                      | <u><u>0.00</u></u>       | <u><u>0.00</u></u>     | <u><u>1,853,209.82</u></u>      | <u><u>1,853,209.82</u></u> |

Catskill Watershed Corporation  
Board of Directors Fees  
As of November 30, 2024

| <u>Board Members Name</u> | <u>November</u>    | <u>Year to Date</u> |
|---------------------------|--------------------|---------------------|
| Alicia Terry              | \$ 600.00          | \$ 6,600.00         |
| Allen Hinkley             | 450.00             | 3,900.00            |
| Arthur Merrill            | 600.00             | 6,150.00            |
| Christopher Mathews       | 600.00             | 5,250.00            |
| George Haynes Jr.         | 450.00             | 2,400.00            |
| Innes Kasanof             | 600.00             | 4,500.00            |
| James Sofranko            | 450.00             | 4,350.00            |
| Jeffrey Senterman         | -                  | 3,300.00            |
| John Kosier               | 750.00             | 2,400.00            |
| Joseph Cetta              | 450.00             | 5,100.00            |
| Mark Tuthill              | -                  | 1,350.00            |
| Richard Parete            | 750.00             | 7,200.00            |
| Thomas Hoyt               | 450.00             | 3,450.00            |
| Total Board Fees Paid     | <u>\$ 6,150.00</u> | <u>\$ 55,950.00</u> |



**Catskill Watershed Corporation**  
**Supplementary Schedules**  
**Money Markets/Savings Accounts/Restricted Cash**  
**As of November 30, 2024**

| Fund                                            | Bank                             | Terms      | Interest Rate                          | Amount               |
|-------------------------------------------------|----------------------------------|------------|----------------------------------------|----------------------|
| <b>Account # 1200</b>                           |                                  |            |                                        |                      |
| <b>Money Market Accounts</b>                    |                                  |            |                                        |                      |
| <b>Operating Account</b>                        |                                  |            |                                        |                      |
| Operating - Money Market #1                     | Pershing                         | Short-Term | 3.71%                                  | \$ 47,435.11         |
| <b>Tax Consulting</b>                           |                                  |            |                                        |                      |
| Tax Consulting - Money Market                   | Pershing                         | Short-Term | 3.71%                                  | 221,924.43           |
| <b>Future Stormwater</b>                        |                                  |            |                                        |                      |
| Future Stormwater - MM #1                       | Pershing                         | Short-Term | 3.71%                                  | 3,168,493.90         |
| <b>Catskill Fund for the Future</b>             |                                  |            |                                        |                      |
| CFF - Money Market                              | Pershing                         | Short-Term | 3.71%                                  | 8,889,843.67         |
|                                                 |                                  |            | <b>Total Money Markets:</b>            | <u>12,327,697.11</u> |
|                                                 |                                  |            | <b>Total Per Financial Statements:</b> | <u>12,327,697.11</u> |
|                                                 |                                  |            | <b>Difference:</b>                     | <u>\$ -</u>          |
| <br>                                            |                                  |            |                                        |                      |
| <b>Account # 1201</b>                           |                                  |            |                                        |                      |
| <b>Savings Accounts</b>                         |                                  |            |                                        |                      |
| <b>Future Stormwater</b>                        |                                  |            |                                        |                      |
| Future Stormwater - Savings Account             | The Delaware Nat'l Bank of Delhi | Short-Term | 3.43%                                  | 2,215,303.74         |
| <b>Catskill Fund for the Future</b>             |                                  |            |                                        |                      |
| CFF - Savings Account                           | The Delaware Nat'l Bank of Delhi | Short-Term | 3.89%                                  | 5,329,865.81         |
|                                                 |                                  |            | <b>Total Money Markets:</b>            | <u>7,545,169.55</u>  |
|                                                 |                                  |            | <b>Total Per Financial Statements:</b> | <u>7,545,169.55</u>  |
|                                                 |                                  |            | <b>Difference:</b>                     | <u>\$ -</u>          |
| <br>                                            |                                  |            |                                        |                      |
| <b>Account # 1205</b>                           |                                  |            |                                        |                      |
| <b>Restricted Cash</b>                          |                                  |            |                                        |                      |
| <b>Stream Corridor - Debris Removal Program</b> |                                  |            |                                        |                      |
| Stream Cor. - Debris Removal - Ckg              | Bank of Greene County            | Short-Term | 3.14%                                  | \$ 1,366,854.60      |
| <b>Community Wastewater III</b>                 |                                  |            |                                        |                      |
| CWMP III - [Lateral Program] - Ckg              | Bank of Greene County            | Short-Term | 3.14%                                  | 1,120,842.96         |
|                                                 |                                  |            | <b>Total Restricted Cash:</b>          | <u>2,487,697.56</u>  |
|                                                 |                                  |            | <b>Total Per Financial Statements:</b> | <u>2,487,697.56</u>  |
|                                                 |                                  |            | <b>Difference:</b>                     | <u>\$ -</u>          |

**Catskill Watershed Corporation**  
**Investment in Municipal/Agency Bonds and U.S. Treasuries**  
**Short & Long Term Municipal Bonds/Market Adjustments**  
**As of November 30, 2024**

| Program / Pur. #                                                               | Name of Investment       | Type of Investment    | Date of Purchase | Maturity Date | CUSIP Number | Next Coupon/Final Payment | Effective Interest | Carrying Value | Total Program Value | Market Unrealized Gain/(Loss) | Net Short Term Municipal Bond Investments |
|--------------------------------------------------------------------------------|--------------------------|-----------------------|------------------|---------------|--------------|---------------------------|--------------------|----------------|---------------------|-------------------------------|-------------------------------------------|
| <i>Account # 1202/#1208 -- Short Term Investments - Municipal/Agency Bonds</i> |                          |                       |                  |               |              |                           |                    |                |                     |                               |                                           |
| <i>Tax Consulting</i>                                                          |                          |                       |                  |               |              |                           |                    |                |                     |                               |                                           |
| 109                                                                            | NYC Transitional Finance | Municipal/Agency Bond | 08/18/21         | 05/01/25      | 64971WJ68    | 05/01/25                  | 0.650%             | 5,031.03       | 5,031.03            | (78.18)                       | 4,952.85                                  |
| <i>Future Stormwater</i>                                                       |                          |                       |                  |               |              |                           |                    |                |                     |                               |                                           |
| 28                                                                             | NYSGO                    | Municipal/Agency Bond | 01/06/22         | 03/15/25      | 649791RA0    | 03/15/25                  | 1.130%             | 19,987.41      |                     |                               |                                           |
| 13                                                                             | NYS Dorm Authority       | Municipal/Agency Bond | 09/21/21         | 03/15/25      | 64990FD43    | 03/15/25                  | 0.630%             | 340,251.67     |                     |                               |                                           |
| 94                                                                             | NYS Urban Development    | Municipal/Agency Bond | 11/03/21         | 03/15/25      | 650036DT0    | 03/15/25                  | 0.900%             | 19,998.27      |                     |                               |                                           |
| 53                                                                             | NYC Transitional Finance | Municipal/Agency Bond | 08/18/21         | 05/01/25      | 64971WJ68    | 05/01/25                  | 0.650%             | 181,116.97     |                     |                               |                                           |
| 33                                                                             | NYC Housing Dev          | Municipal/Agency Bond | 04/07/21         | 05/01/25      | 64972C5W9    | 05/01/25                  | 1.100%             | 10,110.44      |                     |                               |                                           |
| 135                                                                            | NYC Housing Dev          | Municipal/Agency Bond | 04/05/23         | 05/01/25      | 64972C5W9    | 05/01/25                  | 3.800%             | 114,725.56     |                     |                               |                                           |
| 16                                                                             | Suffolk County GO        | Municipal/Agency Bond | 12/15/21         | 06/15/25      | 86476PE20    | 12/15/24                  | 1.250%             | 716,347.78     |                     |                               |                                           |
| 130                                                                            | NYC Transitional Finance | Municipal/Agency Bond | 01/11/23         | 07/15/25      | 64972H5E8    | 01/15/25                  | 4.450%             | 19,585.64      |                     |                               |                                           |
| 29                                                                             | NYCGO                    | Municipal/Agency Bond | 10/19/21         | 08/01/25      | 64966QWV8    | 02/01/25                  | 0.860%             | 399,946.92     |                     |                               |                                           |
| 107                                                                            | NYCGO                    | Municipal/Agency Bond | 07/09/21         | 08/01/25      | 64966QZX1    | 02/01/25                  | 0.700%             | 15,027.87      |                     |                               |                                           |
| 10                                                                             | NYC Transitional Finance | Municipal/Agency Bond | 03/20/23         | 08/01/25      | 64971XEJ3    | 02/01/25                  | 4.330%             | 59,628.90      |                     |                               |                                           |
| 82                                                                             | NYC Transitional Finance | Municipal/Agency Bond | 06/08/21         | 08/01/25      | 64971X5L8    | 02/01/25                  | 0.730%             | 35,490.68      |                     |                               |                                           |
| 60                                                                             | NYC Transitional Finance | Municipal/Agency Bond | 03/03/23         | 11/01/25      | 64971WXD7    | 05/01/25                  | 4.780%             | 78,885.24      |                     |                               |                                           |
| 114                                                                            | NYC Transitional Finance | Municipal/Agency Bond | 02/18/22         | 11/01/25      | 64971XA57    | 05/01/25                  | 2.000%             | 24,744.18      |                     |                               |                                           |
| 1                                                                              | Triborough Bridge        | Municipal/Agency Bond | 12/03/21         | 11/15/25      | 89602NU93    | 05/15/25                  | 1.250%             | 473,652.44     | 2,509,499.95        | (44,709.95)                   | 2,464,790.00                              |
| <i>Catskill Fund for the Future</i>                                            |                          |                       |                  |               |              |                           |                    |                |                     |                               |                                           |
| 103                                                                            | NYC Transitional Finance | Municipal/Agency Bond | 03/02/21         | 02/01/25      | 64971XWU8    | 02/01/25                  | 0.750%             | 44,993.24      |                     |                               |                                           |
| 11                                                                             | NYSGO                    | Municipal/Agency Bond | 01/06/22         | 03/15/25      | 649791RA0    | 03/15/25                  | 1.130%             | 9,993.70       |                     |                               |                                           |
| 95                                                                             | NYS Dorm Authority       | Municipal/Agency Bond | 09/21/21         | 03/15/25      | 64990FD43    | 03/15/25                  | 0.630%             | 680,503.33     |                     |                               |                                           |
| 75                                                                             | NYS Urban Development    | Municipal/Agency Bond | 11/03/21         | 03/15/25      | 650036DT0    | 03/15/25                  | 0.900%             | 24,997.83      |                     |                               |                                           |
| 76                                                                             | NYC Transitional Finance | Municipal/Agency Bond | 08/18/21         | 05/01/25      | 64971WJ68    | 05/01/25                  | 0.650%             | 60,372.32      |                     |                               |                                           |
| 73                                                                             | NYC Transitional Finance | Municipal/Agency Bond | 10/08/21         | 05/01/25      | 64971WJ68    | 05/01/25                  | 0.800%             | 608,370.10     |                     |                               |                                           |
| 104                                                                            | NYC Housing Dev          | Municipal/Agency Bond | 04/07/21         | 05/01/25      | 64972C5W9    | 05/01/25                  | 1.100%             | 35,386.56      |                     |                               |                                           |
| 131                                                                            | NYC Transitional Finance | Municipal/Agency Bond | 01/11/23         | 07/15/25      | 64972H5E8    | 01/15/25                  | 4.450%             | 9,792.82       |                     |                               |                                           |
| 133                                                                            | NYCGO                    | Municipal/Agency Bond | 02/01/23         | 08/01/25      | 64966QCB4    | 02/01/25                  | 4.200%             | 64,216.23      |                     |                               |                                           |
| 78                                                                             | NYCGO                    | Municipal/Agency Bond | 10/19/21         | 08/01/25      | 64966QWV8    | 02/01/25                  | 0.860%             | 1,409,812.88   |                     |                               |                                           |
| 108                                                                            | NYCGO                    | Municipal/Agency Bond | 07/09/21         | 08/01/25      | 64966QZX1    | 02/01/25                  | 0.700%             | 25,046.44      |                     |                               |                                           |
| 91                                                                             | NYC Housing Dev          | Municipal/Agency Bond | 03/20/23         | 08/01/25      | 64971XEJ3    | 02/01/25                  | 4.330%             | 64,597.97      |                     |                               |                                           |
| 106                                                                            | NYC Transitional Finance | Municipal/Agency Bond | 06/08/21         | 08/01/25      | 64971X5L8    | 02/01/25                  | 0.730%             | 5,070.10       |                     |                               |                                           |
| 77                                                                             | NYCGEN                   | Municipal/Agency Bond | 03/03/23         | 11/01/25      | 64971WXD7    | 05/01/25                  | 4.780%             | 157,770.48     |                     |                               |                                           |
| 37                                                                             | NYC Transitional Finance | Municipal/Agency Bond | 10/18/21         | 11/01/25      | 64971XA57    | 05/01/25                  | 0.880%             | 1,034,625.11   |                     |                               |                                           |
| 134                                                                            | NYC Housing Dev          | Municipal/Agency Bond | 02/01/23         | 11/01/25      | 64972C5X7    | 05/01/25                  | 4.250%             | 79,724.23      |                     |                               |                                           |
| 65                                                                             | Triborough Bridge        | Municipal/Agency Bond | 12/03/21         | 11/15/25      | 89602NU93    | 05/15/25                  | 1.250%             | 592,065.55     |                     |                               |                                           |
| 12                                                                             | Triborough Bridge        | Municipal/Agency Bond | 12/06/21         | 11/15/25      | 89602NU93    | 05/15/25                  | 1.250%             | 236,826.67     | 5,144,165.58        | (109,891.58)                  | 5,034,274.00                              |
| <b>Total Short Term Municipal/Agency Bonds:</b>                                |                          |                       |                  |               |              |                           |                    |                | 7,658,696.56        | (154,679.71)                  | 7,504,016.85                              |
| <b>Total Per Financial Statements:</b>                                         |                          |                       |                  |               |              |                           |                    |                | 7,658,696.56        | (154,679.71)                  |                                           |
| <b>Difference:</b>                                                             |                          |                       |                  |               |              |                           |                    |                | 0.00                | (0.00)                        | Rounding                                  |

**Catskill Watershed Corporation**  
**Investment in Municipal/Agency Bonds and U.S. Treasuries**  
**Short & Long Term Municipal Bonds/Market Adjustments**  
**As of November 30, 2024**

| Program / Pur. #                                                             | Name of Investment       | Type of Investment    | Date of Purchase | Maturity Date | CUSIP Number | Next Coupon/Final Payment | Effective Interest | Carrying Value | Total Program Value | Market Unrealized Gain/(Loss) | Net Short Term Municipal Bond Investments |
|------------------------------------------------------------------------------|--------------------------|-----------------------|------------------|---------------|--------------|---------------------------|--------------------|----------------|---------------------|-------------------------------|-------------------------------------------|
| <i>Account #1204/#1209 -- Long Term Investments - Municipal/Agency Bonds</i> |                          |                       |                  |               |              |                           |                    |                |                     |                               |                                           |
| <i>Future Stormwater</i>                                                     |                          |                       |                  |               |              |                           |                    |                |                     |                               |                                           |
| <u>132</u>                                                                   | Albany Municipal Water   | Municipal/Agency Bond | 02/01/23         | 12/01/25      | 01244QCT1    | 12/01/24                  | 4.250%             | 24,159.52      |                     |                               |                                           |
| <u>111</u>                                                                   | NYC Transitional Finance | Municipal/Agency Bond | 02/11/22         | 02/01/26      | 64971XG93    | 02/01/25                  | 1.870%             | 75,000.00      |                     |                               |                                           |
| <u>27</u>                                                                    | NYS Dorm Authority       | Municipal/Agency Bond | 02/03/22         | 02/15/26      | 64990FS70    | 02/15/25                  | 1.800%             | 15,111.04      |                     |                               |                                           |
| <u>39</u>                                                                    | NYD Dorm Authority       | Municipal/Agency Bond | 02/10/22         | 02/15/26      | 64990FS70    | 02/15/25                  | 1.900%             | 125,778.56     |                     |                               |                                           |
| <u>40</u>                                                                    | NYC Transitional Finance | Municipal/Agency Bond | 01/21/22         | 05/01/26      | 64971WJ76    | 05/01/25                  | 1.750%             | 468,354.38     |                     |                               |                                           |
| <u>14</u>                                                                    | NYC Transitional Finance | Municipal/Agency Bond | 03/17/22         | 05/01/26      | 64971XSW9    | 05/01/25                  | 2.420%             | 34,449.83      |                     |                               |                                           |
| <u>137</u>                                                                   | NYC Transitional Finance | Municipal/Agency Bond | 05/18/23         | 11/01/26      | 64971Q7L1    | 05/01/25                  | 4.150%             | 9,955.58       |                     |                               |                                           |
| <u>112</u>                                                                   | Wyandanch NY SD          | Municipal/Agency Bond | 02/11/22         | 12/15/26      | 982616HG2    | 12/15/24                  | 2.450%             | 51,482.85      |                     |                               |                                           |
| <u>136</u>                                                                   | Upper Mohawk Vly Water   | Municipal/Agency Bond | 05/03/23         | 04/01/27      | 916091HL8    | 04/01/25                  | 4.100%             | 18,964.14      | 823,255.92          | (26,581.72)                   | 796,674.20                                |
| <i>Catskill Fund for the Future</i>                                          |                          |                       |                  |               |              |                           |                    |                |                     |                               |                                           |
| <u>96</u>                                                                    | NYS Dorm Authority       | Municipal/Agency Bond | 02/03/22         | 02/15/26      | 64990FS70    | 02/15/25                  | 1.800%             | 35,259.10      |                     |                               |                                           |
| <u>62</u>                                                                    | NYS Urban Development    | Municipal/Agency Bond | 02/04/22         | 03/15/26      | 64985TDC2    | 03/15/25                  | 1.700%             | 129,369.79     |                     |                               |                                           |
| <u>9</u>                                                                     | NYC Transitional Finance | Municipal/Agency Bond | 01/21/22         | 05/01/26      | 64971WJ76    | 05/01/25                  | 1.750%             | 916,564.49     |                     |                               |                                           |
| <u>7</u>                                                                     | NYC Transitional Finance | Municipal/Agency Bond | 02/04/22         | 05/01/26      | 64971XSW9    | 05/01/25                  | 1.700%             | 124,232.41     |                     |                               |                                           |
| <u>56</u>                                                                    | NYC Transitional Finance | Municipal/Agency Bond | 03/17/22         | 05/01/26      | 64971XSW9    | 05/01/25                  | 2.420%             | 68,899.66      |                     |                               |                                           |
| <u>138</u>                                                                   | NYC Transitional Finance | Municipal/Agency Bond | 05/18/23         | 11/01/26      | 64971Q7L1    | 05/01/25                  | 4.520%             | 19,911.17      |                     |                               |                                           |
| <u>139</u>                                                                   | NYC Transitional Finance | Municipal/Agency Bond | 05/03/23         | 04/01/27      | 916091HL8    | 04/01/25                  | 4.100%             | 37,928.28      | 1,332,164.90        | (45,540.40)                   | 1,286,624.50                              |
| <b>Total Long Term Municipal/Agency Bonds:</b>                               |                          |                       |                  |               |              |                           |                    |                | <u>2,155,420.82</u> | <u>(72,122.12)</u>            | <u>2,083,298.70</u>                       |
| <b>Total LT Per Financial Statements:</b>                                    |                          |                       |                  |               |              |                           |                    |                | <u>2,155,420.82</u> | <u>(72,122.12)</u>            | <u>2,083,298.70</u>                       |
| Rounding                                                                     |                          |                       |                  |               |              |                           |                    |                | <u>(0.00)</u>       | <u>0.00</u>                   | <u>-</u>                                  |
| <b>Difference:</b>                                                           |                          |                       |                  |               |              |                           |                    |                |                     |                               |                                           |

**Catskill Watershed Corporation**  
 Summary Budget Comparison  
 From 11/1/2024 Through 11/30/2024

91.66%

| Account Code      | Account Title                 | Total Budget \$ - Original | YTD Actual      | Remaining Budget | Percent Total Budget Remaining | Percent Total Budget Used |
|-------------------|-------------------------------|----------------------------|-----------------|------------------|--------------------------------|---------------------------|
| 001               | Salary Expense                | 1,821,348.00               | 1,552,537.73    | 268,810.27       | 14.76%                         | 85.24%                    |
| 002               | Fringe Benefits               | 1,208,352.00               | 722,938.61      | 485,413.39       | 40.17%                         | 59.83%                    |
| 003               | Program Expenses              | 52,299,427.00              | 15,319,149.56   | 36,980,277.44    | 70.71%                         | 29.29%                    |
| 004               | Occupancy & Interest Exp      | 696,444.00                 | 483,593.41      | 212,850.59       | 30.56%                         | 69.44%                    |
| 005               | Advertising & Promotion       | 20,400.00                  | 13,764.87       | 6,635.13         | 32.53%                         | 67.47%                    |
| 006               | Office Supplies               | 24,300.00                  | 16,864.78       | 7,435.22         | 30.60%                         | 69.40%                    |
| 007               | Communications                | 27,600.00                  | 25,265.39       | 2,334.61         | 8.46%                          | 91.54%                    |
| 008               | Grants & Reimbursements       | 205,000.00                 | 141,679.57      | 63,320.43        | 30.89%                         | 69.11%                    |
| 009               | Travel                        | 52,200.00                  | 18,178.89       | 34,021.11        | 65.17%                         | 34.83%                    |
| 010               | Conferences & Seminars        | 24,250.00                  | 2,768.50        | 21,481.50        | 88.58%                         | 11.42%                    |
| 011               | Insurance                     | 134,727.00                 | 100,486.23      | 34,240.77        | 25.41%                         | 74.59%                    |
| 012               | Repair & Maintenance          | 29,550.00                  | 23,617.31       | 5,932.69         | 20.08%                         | 79.92%                    |
| 013               | Subscriptions & Publications  | 8,644.00                   | 4,549.34        | 4,094.66         | 47.37%                         | 52.63%                    |
| 014               | Professional & Director Fees  | 658,602.00                 | 266,687.20      | 391,914.80       | 59.51%                         | 40.49%                    |
| 015               | Administrative Costs          | 0.00                       | 0.00            | 0.00             | 0.00%                          | 0.00%                     |
| 016               | Depreciation & Amortization   | 635,537.00                 | 529,255.84      | 106,281.16       | 16.72%                         | 83.28%                    |
| 017               | Dues, Licenses, & Memberships | 2,415.00                   | 530.00          | 1,885.00         | 78.05%                         | 21.95%                    |
| 018               | Miscellaneous Expense         | 2,000.00                   | 572.93          | 1,427.07         | 71.35%                         | 28.65%                    |
| Report Difference |                               | (57,850,796.00)            | (19,222,440.16) | (38,628,355.84)  | 66.77%                         | 33.23%                    |

**Executive Director's Report**  
**February 4, 2025**

**Community Wastewater Management Program**

**New Kingston** –System complete. Restoration items forthcoming in the spring.

**Halcottsville** – System complete. Restoration items forthcoming in the spring.

**Shokan**- 95% design submissions have been reviewed by DEP. DEP provided comments that are being addressed now. CWC believes we have exhausted all options for the voluntary supply of easements. The team was extremely successful and over 100 easements were voluntarily secured throughout the past few years. The Town voted to set a public hearing on the eminent domain process for multiple properties in the district. The project team remains hopeful that we may acquire those easements prior to commencement of the public hearing.

Current estimates are that bids could be ready as early as May although it will likely be a bit later, June or July perhaps.

**Stormwater**

Staff continue engaging with property owners throughout the Watershed. There have been a number of projects moving forward. There is a stormwater seminar for professional credits scheduled in March.

**Flood Hazard**

Projects continue moving forward. Railroad Ave in Tannersville is complete, and we have issued retainage to the contractor. I met with Army Corps reps on site in mid-October to discuss the project. We have submitted all documents to Army Corps and await their final review and response. Upon approval CWC should be reimbursed over \$500k for this project.

Ed Rivera of Prattsville is in process of completing his property elevation. Below is a photo taken on site of the lifted house. The project appears to be moving forward efficiently.







## *Rivera Elevation Town of Prattsville*

CWC received a contract from NYSDEC and the Town of Hunter, evidencing approval of a grant for the relocation of the Hunter Fire Department. Following receipt, we forwarded our FHM contracts to the Town for execution. The CWC Board previously approved two grants to the Town, one for design, one for the property purchase of the relocation property. These grants were contingent on the State contract. A closing took place in October for the purchase of the relocation property.

CWC was informed by email in early October that we were approved for our FEMA grant application for property elevations throughout the Watershed. The approval is for over \$1 million to elevate 8 specific properties in Greene and Ulster County. We have been in discussion with a Program Manager from DHSES regarding implementation details. We executed a contract and held a kickoff meeting with DHSES in mid-November. We are working up a project administration contract with LaBella and will be reaching out to project participants soon to go over program guidelines, requirements, and expectations. Closeout of the grant is scheduled for February, 2026.

Bid documents are prepared for 4 of the 6 properties CWC has been in contact with about moving forward. Four will be bid as one project, the other two need some additional work and administrative variables addressed prior to moving forward.

CWC's new Flood Program Construction Manager, Joseph Bacci started on November 18<sup>th</sup>.

### **Septic**

The program continues to operate in full swing. Weather had been permitting good construction conditions for the last few months. We are a bit behind the replacement numbers we saw last year.

The Amundsen property in Middletown was pulled from the committee agenda in October and will require some additional discussion and research. It is likely a connection to the Margaretville WWTP may be the more appropriate solution. We will coordinate with the Town, DEP, and the property owner to determine the process moving forward.

In preparing annual contract evaluations for DEP, I completed an analysis of design reviews for projects completed in FY24. Unfortunately, the design review times continued to increase during this period with a large time increase specifically coming from the Arkville office. Design review timelines and processes continue to be a consistent concern we hear from throughout the Watershed.

I have had some recent conversations with DEP regarding regulatory reviews. The conversations have been productive and have covered the timing of design review as well as the extent these reviews may be impacting cost increases for systems.

Current funding status: CWC provided a notice to DEP about possibly requesting additional funds for the Septic Program next year. The deadline to submit the request was September 1<sup>st</sup>.

I met with DEP regarding Septic funding on November 18<sup>th</sup>. Some options were discussed on how to proceed. A follow up discussion was held on December 10, 2024. There will likely be more discussions to follow.

282 systems were completed in 2024. I hope to provide some detailed statistics at the February meeting.

### **Septic Maintenance**

Pump out numbers throughout the Watershed continue to rise. Outreach and proactive staff work are contributing to the success of the maintenance program.

CWC supplied a Municipal WWTP Questionnaire to Fleischmanns after they requested additional information about septage acceptance. We have not received the completed questionnaire yet.

Windham and their engineer submitted a septage acceptance feasibility study to CWC. The results indicate the plant could accept a significant amount of septage daily without upset to their current operations. The report suggested a daily acceptance limit of 10,000 gpd with the potential to take closer to 40,000 gpd. Even at the lower rate, that would significantly increase the quantity of septage being able to be delivered locally. Estimated costs inclusive of stormwater and engineering was less than \$3 million.

Prattsville continue their evaluations of their existing plant's abilities to accept septage.

DEP provided a FAD report to NYSDOH recently detailing the septage accepting needs throughout the Watershed. While the report provides valuable information, CWC believes it was lacking in some areas and does not provide a sufficient summary of septage receiving needs in the Watershed. CWC provided a follow up to that report on August 8<sup>th</sup>.

CWC reimbursed for a record number of maintenance pump outs in 2024. Over 700 property owners utilized the program.

### **Policy**

CWC submitted a revised draft RFP to Community Vitality Stakeholders. Upon receiving comments and edits we updated the RFP accordingly and distribution is in process.

Below are the papers and run dates for the community vitality study.

1. New York Post: 11/24 & 12/15
2. New York Times: 11/24 & 12/15
3. Albany Times Union: 11/14, 11/21, 11/28, 12/5, 12/12, 12/19, 12/26, 1/2/2025
4. Daily Freeman: 11/15, 11/22, 11/29, 12/6, 12/12, 12/20, 12/27, 1/3/2025

5. Binghamton Press & Sun-Bulletin: 11/22, 11/29, 12/6, 12/12, 12/20, 12/27, 1/3/2025

CWC received 17 requests for the bid package. Bids are due Thursday, January 23<sup>rd</sup>. The funding to contract with the low bidder will require a CFF resolution. The contract for the study is still in negotiations although the number of outstanding items is limited. We hope to have a contract available to approve at the February Board Meeting.

I have made multiple follow up inquiries with Senator Hinchey's office regarding the possibility of CWC staff joining the state retirement system. We have not been successful to date with any new legislation.

CWC continues to participate in Water Withdrawal Permit discussions, side agreement negotiations, CWT meetings, and various Watershed related talks throughout the region. The CWC Board voted in January on the creation of a new committee to handle dispute resolutions for license agreements for the CSAP program.

CWC's newly hired Human Resources Director, Gemma Young started on November 11th.

I have been asked by the Mayor of Delhi to attend the Village Board meeting in February to discuss CWC programs that may be available to assist with their WWTP issues.

### **Finance**

Design is complete for the relocation of the generator. The project went out to bid on August 5<sup>th</sup>. The board approved the low bid in September. Contractors have been onsite working on the relocation since late October.

The garage project is still under construction. The garage project was approved for \$1,045,664.40. These funds are being paid with the CFF until they are eventually reimbursed through our lease with the City.

### **Education**

CWC and DEP have completed negotiation of a successor Public Education contract. This renewal contract will include a workforce development component geared towards the training and development of a competent and professional workforce in the Watershed. A resolution to approve the contract will be reviewed at the February board meeting.

2025 Public Education grants are coming due.

Staff continue to attend outreach events in various forms throughout the Watershed.

### **Economic Development**

The Economic Development team continues engaging with existing and potential borrowers. CWC executed all documents required to close with the Village of Walton for their loan to fund repairs at their WWTP.

The CFF has been discussed as a tool to front some of the funding for the Shokan project to go out to bid. The CFF will have to be used as a front for the Community Vitality Study as well considering there is no final contract or payment made for that project.

**BOARD & COMMITTEE SCHEDULE**

February 4, 2025

| <u>COMMITTEE</u>          | <u>CHAIRPERSON</u>     | <u>DATE</u>         | <u>TIME</u>                                                     | <u>NOTE</u> |
|---------------------------|------------------------|---------------------|-----------------------------------------------------------------|-------------|
| STORMWATER/<br>WASTEWATER | James Sofranko         | Tuesday<br>02-04-25 | 9:00 AM                                                         |             |
| SEPTIC                    | Arthur Merrill         | Tuesday<br>02-04-25 | <b>IMMEDIATELY<br/>FOLLOWING<br/>STORMWATER/<br/>WASTEWATER</b> |             |
| POLICY                    | Innes Kasanof          | Tuesday<br>02-04-25 | <b>IMMEDIATELY<br/>FOLLOWING<br/>SEPTIC</b>                     |             |
| FINANCE/FISCAL<br>AUDIT   | Arthur Merrill         | Tuesday<br>02-04-25 | <b>IMMEDIATELY<br/>FOLLOWING<br/>POLICY</b>                     |             |
| GOVERNANCE                | TBD                    | Tuesday<br>02-04-25 | <b>CANCELLED</b>                                                |             |
| LAND                      | Christopher<br>Mathews | Tuesday<br>02-04-25 | <b>CANCELLED</b>                                                |             |
| ECO. DEVL.                | Rich Parete            | Tuesday<br>02-04-25 | FINANCE                                                         |             |
| PUBLIC<br>EDUCATION       | Tina Molé              | Tuesday<br>02-04-25 | <b>CANCELLED</b>                                                |             |
| BOARD                     | Tina Molé              | Tuesday<br>02-04-25 | <b>IMMEDIATELY<br/>FOLLOWING<br/>ECO. DEVL.</b>                 |             |
| SPORTING<br>ADVISORY      | Steven Roff            | TBD                 | TBD                                                             |             |

# CWC CFF Leverage Report

| Client # | Client Name                                 | Loan Approval Date | Date of Actual Loan Settlement | Approved Loan Amount | Actual Loan Amount | Current Loan Balance | Leverage        | Total Project Cost | Current Jobs | Projected Jobs | Increased Jobs | County Name |
|----------|---------------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|-----------------|--------------------|--------------|----------------|----------------|-------------|
| 371      | The Reporter Company                        | 8/7/2006           |                                | \$500,000.00         | \$0.00             | \$0.00               | \$0.00          | \$500,000.00       | 19           | 0              | 0              | Delaware    |
| 380      | V&B Cross Lumber Co., Inc.                  | 8/28/2001          |                                | \$450,000.00         | \$0.00             | \$0.00               | \$0.00          | \$450,000.00       | 0            | 0              | 0              | Ulster      |
| 363      | Gifford's Sports Supply                     | 5/25/2004          |                                | \$25,000.00          | \$0.00             | \$0.00               | \$51,000.00     | \$76,000.00        | 2            | 0              | 0              | Delaware    |
| 364      | Mauer Enterprises, Inc.                     | 7/27/2004          |                                | \$100,000.00         | \$0.00             | \$0.00               | \$120,000.00    | \$220,000.00       |              | 40             | 0              | Ulster      |
| 365      | Delaware Dental, PLLC                       | 10/26/2004         |                                | \$90,000.00          | \$0.00             | \$0.00               | \$160,000.00    | \$250,000.00       | 0            | 0              | 0              | Delaware    |
| 366      | John & Denise McLean T/A Wood-Done-Right    | 10/26/2004         |                                | \$25,000.00          | \$0.00             | \$0.00               | \$41,700.00     | \$66,700.00        | 0            | 0              | 0              | Delaware    |
| 367      | Mental Health Association                   | 4/26/2005          |                                | \$77,468.00          | \$0.00             | \$0.00               | \$78,000.00     | \$155,468.00       | 12           | 0              | 0              | Delaware    |
| 368      | TLB Management, Inc.                        | 4/26/2005          |                                | \$500,000.00         | \$0.00             | \$0.00               | \$1,469,500.00  | \$1,969,500.00     | 0            | 0              | 0              | Ulster      |
| 362      | Candace Chambers & Timothy Townssend T/A    | 4/22/2003          |                                | \$156,000.00         | \$0.00             | \$0.00               | \$835,275.00    | \$991,275.00       | 0            | 0              | 0              | Ulster      |
| 277      | JGJMS, LLC                                  | 9/3/2013           |                                | \$220,673.54         | \$0.00             | \$0.00               | \$220,673.54    | \$441,347.07       | 20           | 20             | 0              | Greene      |
| 361      | Westchester-Ellenville Hospital Inc.        | 2/25/2003          |                                | \$1,000,000.00       | \$0.00             | \$0.00               | \$1,492,243.00  | \$2,492,243.00     |              | 1              |                | Ulster      |
| 301      | Wellness RX, LLC                            | 8/4/2015           |                                | \$35,000.00          | \$0.00             | \$0.00               | \$160,000.00    | \$195,000.00       | 1            | 0              | 0              | Greene      |
| 373      | RTE Transport LTD                           | 3/27/2007          |                                | \$142,000.00         | \$0.00             | \$0.00               | \$25,000.00     | \$167,000.00       | 7            | 0              | 0              | Greene      |
| 374      | Frank & Judith Berkey                       | 3/27/2007          |                                | \$725,000.00         | \$0.00             | \$0.00               | \$72,000.00     | \$725,000.00       | 1            | 0              | 0              | Delaware    |
| 375      | Catskill Mountain Transfer, Inc.            | 5/22/2007          |                                | \$200,000.00         | \$0.00             | \$0.00               | \$438,975.00    | \$635,975.00       | 1            | 0              | 0              | Delaware    |
| 376      | Gail McNee                                  | 5/27/2008          |                                | \$67,000.00          | \$0.00             | \$0.00               | \$3,000.00      | \$70,000.00        | 4            | 0              | 0              | Delaware    |
| 377      | BTH Properties, LLC. T/A Pine Bush Equipmen | 3/3/2009           |                                | \$500,000.00         | \$0.00             | \$0.00               | \$768,950.00    | \$1,268,950.00     | 0            | 0              | 0              | Sullivan    |
| 378      | Vaughn & Jodie Wilkie                       | 11/3/2009          |                                | \$79,000.00          | \$0.00             | \$0.00               | \$191,000.00    | \$270,000.00       | 0            | 0              | 0              | Greene      |
| 379      | Rallysport                                  | 6/23/1998          |                                | \$35,000.00          | \$0.00             | \$0.00               | \$0.00          | \$35,000.00        | 0            | 0              | 0              | Delaware    |
| 369      | Alexios Kambouris T/A A&G Furniture         | 4/25/2006          |                                | \$150,000.00         | \$0.00             | \$0.00               | \$150,000.00    | \$300,000.00       | 4            | 0              | 0              | Ulster      |
| 325      | The Mark Project                            | 4/5/2022           |                                | \$1,500,000.00       | \$0.00             | \$0.00               | \$13,327,680.00 | \$13,327,680.00    | 1            | 0              | 0              | Delaware    |
| 265      | J & W Deli, LLC                             | 3/5/2013           |                                | \$290,000.00         | \$0.00             | \$0.00               | \$115,000.00    | \$405,000.00       | 6            | 8              | 2              | Delaware    |



| Client # | Client Name                               | Loan Approval Date | Date of Actual Loan Settlement | Approved Loan Amount | Actual Loan Amount | Current Loan Balance | Leverage       | Total Project Cost | Current Jobs | Projected Jobs | Increased Jobs | County Name |
|----------|-------------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 237      | Onteora Farms, LLC                        | 6/2/2015           |                                | \$100,000.00         | \$0.00             | \$0.00               | \$28,000.00    | \$128,000.00       | 1            | 0              | 0              | Ulster      |
| 229      | Vista Property Group, LLC                 | 5/1/2012           |                                | \$860,000.00         | \$0.00             | \$0.00               | \$1,400,000.00 | \$2,300,000.00     | 9            | 10             | 1              | Ulster      |
| 201      | Frank's Septic                            | 5/4/2010           |                                | \$15,750.00          | \$0.00             | \$0.00               | \$5,250.00     | \$21,000.00        | 1            | 1              | 0              | Delaware    |
| 200      | Papa Pratt's Pizzeria, LLC                | 12/2/2008          |                                | \$105,000.00         | \$0.00             | \$0.00               | \$15,000.00    | \$145,000.00       | 0            | 0              | 0              | Greene      |
| 200      | Papa Pratt's Pizzeria, LLC                | 12/2/2008          |                                | \$25,000.00          | \$0.00             | \$0.00               | \$15,000.00    | \$145,000.00       | 0            | 0              | 0              | Greene      |
| 180      | Stamford Belvedere Corp                   | 8/3/2010           |                                | \$150,000.00         | \$0.00             | \$0.00               | \$0.00         | \$150,000.00       | 0            | 0              | 0              | Delaware    |
| 362      | Candace Chambers & Timothy Townssend T/A  | 5/27/2003          |                                | \$97,400.00          | \$0.00             | \$0.00               | \$738,275.00   | \$835,275.00       | 0            | 0              | 0              | Ulster      |
| 122      | Dylan Patrick LLC                         | 7/22/2008          |                                | \$560,000.00         | \$0.00             | \$0.00               | \$840,000.00   | \$1,400,000.00     | 21           | 25             | 4              | Sullivan    |
| 372      | 38 Main Corp.                             | 11/28/2006         |                                | \$120,000.00         | \$0.00             | \$0.00               | \$255,000.00   | \$375,000.00       | 6            | 0              | 0              | Ulster      |
| 329      | 213 Apples, LLC                           | 11/3/2015          |                                | \$1,300,000.00       | \$0.00             | \$0.00               | \$632,125.00   | \$1,932,125.00     | 0            | 10             | 10             | Ulster      |
| 340      | Osterhoudt Corp                           | 11/1/2016          |                                | \$860,000.00         | \$0.00             | \$0.00               | \$633,000.00   | \$1,493,000.00     | 0            | 0              | 0              | Ulster      |
| 41       | Creative Environments LLC d/b/a Full Moon | 12/3/2024          |                                | \$190,000.00         | \$0.00             | \$0.00               | \$560,000.00   | \$750,000.00       |              |                |                | Ulster      |
| 349      | Catskill Ventures, LLC                    | 7/5/2017           |                                | \$965,195.00         | \$0.00             | \$0.00               | \$413,655.00   | \$1,378,850.00     | 0            | 20             | 20             | Ulster      |
| 353      | Sunflower Market, Inc.                    | 12/5/2017          |                                | \$500,000.00         | \$0.00             | \$0.00               | \$1,767,595.00 | \$2,267,595.00     | 53           | 60             | 10             | Ulster      |
| 354      | Keath E. Davis                            | 9/5/2017           |                                | \$275,000.00         | \$0.00             | \$0.00               | \$0.00         | \$275,000.00       | 2            | 2              | 0              | Delaware    |
| 359      | Durable Systems                           | 6/24/2003          |                                | \$60,000.00          | \$0.00             | \$0.00               | \$340,000.00   | \$400,000.00       | 1            | 1              | 0              | Ulster      |
| 360      | Tom & Dana Fraser T/A The Phoenicia Belle | 3/25/2003          |                                | \$25,000.00          | \$0.00             | \$0.00               | \$8,400.00     | \$33,400.00        |              |                | 0              | Ulster      |
| 174      | Lucky Dog's Hamden Inn                    | 10/5/2010          |                                | \$240,000.00         | \$0.00             | \$0.00               | \$110,000.00   | \$350,000.00       | 0            | 6              | 6              | Delaware    |
| 142      | Walton Big M Plaza, LLC (2)               | 12/3/2024          |                                | \$300,000.00         | \$0.00             | \$0.00               | \$247,012.00   | \$547,012.00       |              |                |                | Delaware    |
| 419      | Leighton K Shultis and Erica M Shultis    | 2/4/2020           |                                | \$88,961.00          | \$0.00             | \$0.00               | \$0.00         | \$88,961.00        | 0            | 0              | 0              | Delaware    |
| 441      | Franks Septic LLC                         | 8/2/2022           |                                | \$165,000.00         | \$0.00             | \$0.00               | \$20,000.00    | \$185,000.00       | 1            | 3              | 4              | Delaware    |
| 467      | David Atkin                               | 11/5/2024          |                                | \$20,000.00          | \$0.00             | \$0.00               | \$22,500.00    | \$222,500.00       |              |                |                | Delaware    |
| 462      | Gockel Solutions LLC                      | 3/5/2024           |                                | \$90,000.00          | \$0.00             | \$0.00               | \$10,000.00    | \$100,000.00       |              |                |                | Delaware    |
| 370      | Ronne D. Marantz                          | 6/27/2006          |                                | \$305,000.00         | \$0.00             | \$0.00               | \$555,000.00   | \$860,000.00       | 0            | 0              | 0              | Ulster      |

| Client # | Client Name                                   | Loan Approval Date | Date of Actual Loan Settlement | Approved Loan Amount | Actual Loan Amount | Current Loan Balance | Leverage       | Total Project Cost | Current Jobs | Projected Jobs | Increased Jobs | County Name |
|----------|-----------------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 468      | Luis Alvarez                                  | 12/3/2024          |                                | \$350,000.00         | \$0.00             | \$0.00               | \$60,000.00    | \$410,000.00       |              |                |                | Delaware    |
| 433      | 175 South Main LLC                            | 12/7/2021          |                                | \$1,136,364.00       | \$0.00             | \$0.00               | \$675,000.00   | \$2,947,728.00     |              | 8              |                | Ulster      |
| 1        | Catskill Craftsman                            | 4/2/1998           | 9/15/1998                      | \$55,000.00          | \$55,000.00        | \$0.00               | \$70,000.00    | \$125,000.00       | 0            | 0              | 0              | Delaware    |
| 29       | Catskill Craftsman, Inc. (2)                  | 6/26/2001          | 9/15/1998                      | \$631,768.00         | \$631,708.48       | \$0.00               | \$1,174,000.00 | \$1,805,768.00     | 50           | 50             | 0              | Delaware    |
| 2        | Lisa Jones D/B/A Hair Solutions               | 10/27/1998         | 12/4/1998                      | \$15,000.00          | \$15,000.00        | \$0.00               | \$15,000.00    | \$30,000.00        | 5            | 5              | 0              | Delaware    |
| 3        | Northeast Fabricators, LLC II                 | 11/24/1998         | 2/22/1999                      | \$450,000.00         | \$450,000.00       | \$0.00               | \$567,700.00   | \$1,017,700.00     | 45           | 70             | 25             | Delaware    |
| 4        | Olive Woods, LLC                              | 11/24/1998         | 2/22/1999                      | \$675,000.00         | \$675,000.00       | \$0.00               | \$675,000.00   | \$1,350,000.00     | 117          | 143            | 26             | Ulster      |
| 5        | Tremperkill Country Store                     | 10/27/1998         | 3/5/1999                       | \$30,000.00          | \$30,000.00        | \$0.00               | \$45,000.00    | \$75,000.00        | 3            | 3              | 0              | Delaware    |
| 6        | G. Willikers, Inc. / Crossroads Building, LLC | 1/26/1999          | 4/6/1999                       | \$85,900.00          | \$85,900.00        | \$0.00               | \$201,734.00   | \$287,634.00       | 53           | 75             | 22             | Delaware    |
| 7        | Hogan's General Store                         | 3/5/1998           | 8/12/1999                      | \$98,000.00          | \$98,000.00        | \$0.00               | \$15,000.00    | \$113,000.00       | 1            | 3              | 2              | Delaware    |
| 8        | Alpine Garden Convenience Inc.                | 7/27/1999          | 11/3/1999                      | \$90,000.00          | \$90,000.00        | \$0.00               | \$272,000.00   | \$362,000.00       | 2            | 7              | 5              | Greene      |
| 9        | Burton F. Clark, Inc.                         | 4/24/1999          | 11/17/1999                     | \$600,000.00         | \$600,000.00       | \$0.00               | \$750,000.00   | \$1,350,000.00     | 52           | 64             | 12             | Delaware    |
| 10       | Elizabeth Winograd                            | 5/25/1999          | 11/24/1999                     | \$150,000.00         | \$150,000.00       | \$0.00               | \$300,700.00   | \$450,700.00       | 5            | 28             | 23             | Ulster      |
| 11       | Skillcat II Corp. d/b/a Phoenicia Hotel       | 9/28/1999          | 12/1/1999                      | \$100,000.00         | \$100,000.00       | \$0.00               | \$152,891.00   | \$252,891.00       | 5            | 10             | 5              | Ulster      |
| 12       | Peak Trading Corporation                      | 9/28/1999          | 12/9/1999                      | \$140,000.00         | \$140,000.00       | \$0.00               | \$190,000.00   | \$330,000.00       | 4            | 15             | 11             | Ulster      |
| 13       | Catskill Family Farms Cooperative             | 10/26/1999         | 4/4/2000                       | \$250,000.00         | \$250,000.00       | \$0.00               | \$0.00         | \$250,000.00       | 6            | 7              | 1              | Delaware    |
| 14       | Apple Tree Inn & Efficiencies                 | 2/22/2000          | 4/28/2000                      | \$50,000.00          | \$50,000.00        | \$0.00               | \$150,500.00   | \$200,500.00       | 2            | 2              | 0              | Ulster      |
| 15       | Top Shelf Storage                             | 2/22/2000          | 4/28/2000                      | \$36,120.00          | \$36,120.00        | \$0.00               | \$36,120.00    | \$72,240.00        | 1            | 1              | 0              | Greene      |
| 16       | Drew/Natasha Shuster                          | 5/25/1999          | 5/23/2000                      | \$55,000.00          | \$55,000.00        | \$0.00               | \$55,000.00    | \$110,000.00       | 5            | 14             | 9              | Greene      |
| 17       | Paul Solis-Cohen                              | 5/23/2000          | 9/11/2000                      | \$150,000.00         | \$150,000.00       | \$0.00               | \$230,000.00   | \$380,000.00       | 6            | 10             | 4              | Ulster      |
| 18       | Janice Dordick                                | 5/23/2000          | 9/11/2000                      | \$450,000.00         | \$450,000.00       | \$0.00               | \$1,150,000.00 | \$1,600,000.00     | 14           | 22             | 8              | Ulster      |
| 19       | Kathleen Sullivan                             | 6/27/2000          | 10/4/2000                      | \$44,900.00          | \$44,900.00        | \$0.00               | \$43,000.00    | \$87,900.00        | 1            | 1              | 0              | Sullivan    |
| 20       | Mountain Top Historical Society of Green Coun | 6/27/2000          | 11/6/2000                      | \$40,000.00          | \$40,000.00        | \$0.00               | \$128,000.00   | \$168,000.00       | 0            | 0              | 0              | Greene      |
| 22       | Gary Mead                                     | 7/25/2000          | 11/27/2000                     | \$75,000.00          | \$75,000.00        | \$0.00               | \$85,000.00    | \$160,000.00       | 11           | 24             | 13             | Delaware    |

| Client # | Client Name                                | Loan Approval Date | Date of Actual Loan Settlement | Approved Loan Amount | Actual Loan Amount | Current Loan Balance | Leverage       | Total Project Cost | Current Jobs | Projected Jobs | Increased Jobs | County Name |
|----------|--------------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 24       | Kent's Gifts                               | 1/23/2001          | 3/16/2001                      | \$35,000.00          | \$35,000.00        | \$0.00               | \$80,000.00    | \$115,000.00       | 4            | 5              | 1              | Delaware    |
| 23       | Wendy's Brew, Inc.                         | 10/24/2000         | 3/16/2001                      | \$70,000.00          | \$70,000.00        | \$0.00               | \$83,000.00    | \$153,000.00       | 0            | 2              | 2              | Greene      |
| 3        | Northeast Fabricators, LLC II              | 11/28/2000         | 4/4/2001                       | \$429,895.02         | \$429,895.02       | \$0.00               | \$0.00         | \$429,895.02       | 0            | 0              | 0              | Delaware    |
| 25       | Twins, Inc.                                | 1/23/2001          | 4/20/2001                      | \$280,000.00         | \$283,255.90       | \$0.00               | \$420,000.00   | \$700,000.00       | 3            | 22             | 19             | Ulster      |
| 26       | Michael Donofrio                           | 11/28/2000         | 4/30/2001                      | \$92,500.00          | \$93,498.21        | \$0.00               | \$169,500.00   | \$262,000.00       | 3            | 6              | 3              | Delaware    |
| 27       | Pots & Pans, Inc.                          | 1/23/2001          | 5/23/2001                      | \$150,000.00         | \$150,000.00       | \$0.00               | \$361,000.00   | \$511,000.00       | 2            | 7              | 5              | Delaware    |
| 28       | Woodstock Guild of Craftsmen, Inc.         | 4/28/2001          | 8/8/2001                       | \$525,000.00         | \$525,000.00       | \$146,589.27         | \$742,000.00   | \$1,267,000.00     | 8            | 11             | 3              | Ulster      |
| 30       | Indian Country, Inc.                       | 4/28/2001          | 8/24/2001                      | \$90,000.00          | \$90,000.00        | \$0.00               | \$6,900,000.00 | \$6,990,000.00     | 124          | 164            | 40             | Delaware    |
| 31       | Healing Paws, LLC                          | 6/26/2001          | 10/3/2001                      | \$90,000.00          | \$90,000.00        | \$0.00               | \$110,500.00   | \$200,500.00       | 0            | 6              | 6              | Ulster      |
| 32       | Minnewaska Realty, LLC                     | 1/23/2001          | 10/17/2001                     | \$200,000.00         | \$200,000.00       | \$0.00               | \$275,000.00   | \$475,000.00       | 4            | 7              | 3              | Ulster      |
| 33       | Bruce Inn, LLC                             | 4/28/2001          | 12/14/2001                     | \$95,000.00          | \$95,000.00        | \$0.00               | \$394,735.00   | \$489,735.00       | 0            | 9              | 9              | Delaware    |
| 34       | Mountain Brook, Inn                        | 9/25/2001          | 2/15/2002                      | \$80,000.00          | \$80,000.00        | \$0.00               | \$195,000.00   | \$275,000.00       | 0            | 3              | 3              | Delaware    |
| 35       | Matthew Hoffmeister                        | 11/27/2001         | 3/26/2002                      | \$50,000.00          | \$50,000.00        | \$0.00               | \$61,500.00    | \$111,500.00       | 2            | 2              | 0              | Delaware    |
| 36       | Sunfrost Farms, Inc.                       | 11/27/2001         | 4/4/2002                       | \$137,500.00         | \$137,500.00       | \$0.00               | \$177,500.00   | \$315,000.00       | 5            | 9              | 4              | Ulster      |
| 37       | Cindy L. Johansen                          | 1/22/2002          | 4/10/2002                      | \$114,887.21         | \$115,112.79       | \$0.00               | \$134,887.21   | \$250,000.00       | 1            | 1              | 0              | Ulster      |
| 38       | Mack Custom Woodworking, LLC               | 2/26/2002          | 4/30/2002                      | \$300,000.00         | \$300,000.00       | \$0.00               | \$310,000.00   | \$610,000.00       | 14           | 14             | 0              | Ulster      |
| 39       | Liberty Fitness Center, Inc.               | 2/26/2002          | 6/25/2002                      | \$90,000.00          | \$90,000.00        | \$0.00               | \$104,500.00   | \$194,500.00       | 5            | 10             | 5              | Sullivan    |
| 40       | Margaretville Lodging, LLC                 | 5/28/2002          | 6/28/2002                      | \$403,468.66         | \$403,468.66       | \$0.00               | \$258,151.00   | \$661,619.00       | 0            | 15             | 15             | Delaware    |
| 41       | Creative Environments LLC d/b/a Full Moon  | 4/2/2002           | 6/28/2002                      | \$58,500.00          | \$58,500.00        | \$0.00               | \$67,900.00    | \$126,400.00       | 15           | 20             | 5              | Ulster      |
| 42       | ARC Foods, Inc.                            | 5/28/2002          | 7/11/2002                      | \$211,000.00         | \$211,000.00       | \$0.00               | \$367,000.00   | \$578,000.00       | 0            | 16             | 16             | Ulster      |
| 43       | Bread Alone, Inc.                          | 4/2/2002           | 7/31/2002                      | \$400,000.00         | \$400,000.00       | \$0.00               | \$600,000.00   | \$1,000,000.00     | 65           | 65             | 0              | Ulster      |
| 44       | Indian Country, Inc. (2)                   | 2/26/2002          | 8/7/2002                       | \$650,000.00         | \$650,000.00       | \$0.00               | \$745,414.00   | \$1,395,414.00     | 0            | 0              | 0              | Delaware    |
| 45       | Overlook Mountain Bikes of Woodstock Corp. | 4/2/2002           | 8/28/2002                      | \$60,000.00          | \$60,000.00        | \$0.00               | \$74,750.00    | \$134,750.00       | 2            | 2              | 0              | Ulster      |
| 46       | Kent's Gifts, LLC                          | 5/28/2002          | 9/12/2002                      | \$30,000.00          | \$30,000.00        | \$0.00               | \$70,000.00    | \$100,000.00       | 5            | 5              | 0              | Delaware    |

| Client # | Client Name                                   | Loan Approval Date | Date of Actual Loan Settlement | Approved Loan Amount | Actual Loan Amount | Current Loan Balance | Leverage       | Total Project Cost | Current Jobs | Projected Jobs | Increased Jobs | County Name |
|----------|-----------------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 47       | Cesar Alfaro d/b/a Continental Cleaners       | 7/23/2002          | 10/11/2002                     | \$35,000.00          | \$35,000.00        | \$0.00               | \$56,000.00    | \$91,000.00        | 4            | 7              | 3              | Sullivan    |
| 49       | Town of Olive                                 | 2/26/2002          | 10/15/2002                     | \$100,000.00         | \$100,000.00       | \$0.00               | \$949,744.00   | \$1,049,744.00     | 0            | 0              | 0              | Ulster      |
| 48       | Village of Walton                             | 7/23/2002          | 10/15/2002                     | \$253,275.00         | \$253,275.00       | \$0.00               | \$72,293.00    | \$325,568.00       | 0            | 0              | 0              | Delaware    |
| 50       | Country Cone and Market, Ltd.                 | 6/25/2002          | 11/22/2002                     | \$35,000.00          | \$35,000.00        | \$0.00               | \$151,000.00   | \$186,000.00       | 0            | 3              | 3              | Ulster      |
| 51       | Tremperkill Country Store (2)                 | 9/24/2002          | 12/18/2002                     | \$25,000.00          | \$25,000.00        | \$0.00               | \$10,600.00    | \$35,600.00        | 2            | 2              | 0              | Delaware    |
| 52       | Sanzone d/b/a Catskill Mortgage               | 11/26/2002         | 2/7/2003                       | \$25,000.00          | \$25,000.00        | \$0.00               | \$15,000.00    | \$40,000.00        | 8            | 18             | 10             | Delaware    |
| 53       | Jack & Elizabeth Gellman Torah Foundation, In | 11/26/2002         | 2/13/2003                      | \$281,000.00         | \$281,000.00       | \$0.00               | \$664,634.00   | \$945,634.00       | 0            | 19             | 19             | Greene      |
| 54       | Douglas and Christine Brady                   | 11/26/2002         | 3/26/2003                      | \$135,000.00         | \$135,000.00       | \$0.00               | \$215,000.00   | \$350,000.00       | 4            | 7              | 3              | Delaware    |
| 55       | Vincent Stanton d/b/a Uptown Auto Repair      | 10/22/2002         | 3/28/2003                      | \$35,000.00          | \$35,000.00        | \$0.00               | \$70,000.00    | \$105,000.00       | 3            | 5              | 2              | Sullivan    |
| 56       | G. Willikers Inc. II                          | 2/25/2003          | 4/17/2003                      | \$230,000.00         | \$230,000.00       | \$0.00               | \$1,080,000.00 | \$1,310,000.00     | 35           | 50             | 15             | Delaware    |
| 57       | Hook, Line, Sinker & More                     | 2/25/2003          | 4/25/2003                      | \$10,000.00          | \$10,000.00        | \$0.00               | \$15,000.00    | \$25,000.00        | 2            | 3              | 1              | Ulster      |
| 58       | Delaware Valley Hospital                      | 11/26/2002         | 5/1/2003                       | \$210,000.00         | \$210,000.00       | \$0.00               | \$245,000.00   | \$455,000.00       | 242          | 257            | 15             | Delaware    |
| 59       | Reene D. Gauntt                               | 1/28/2003          | 5/30/2003                      | \$70,000.00          | \$70,000.00        | \$0.00               | \$105,000.00   | \$175,000.00       | 4            | 6              | 2              | Delaware    |
| 60       | Margaretville Memorial Hospital               | 1/28/2003          | 6/30/2003                      | \$1,000,000.00       | \$1,000,000.00     | \$0.00               | \$0.00         | \$1,000,000.00     | 140          | 145            | 5              | Delaware    |
| 61       | Masserson Properties, Inc.                    | 3/25/2003          | 7/24/2003                      | \$98,000.00          | \$98,000.00        | \$0.00               | \$147,000.00   | \$245,000.00       | 2            | 6              | 4              | Delaware    |
| 63       | Neil C. Fish & Elizabeth Fish                 | 6/24/2003          | 7/31/2003                      | \$87,000.00          | \$87,745.42        | \$0.00               | \$142,000.00   | \$229,000.00       | 4            | 6              | 2              | Ulster      |
| 62       | Jacques Qualin & Leslie Flam                  | 4/22/2003          | 7/31/2003                      | \$204,000.00         | \$204,000.00       | \$0.00               | \$366,000.00   | \$570,000.00       | 0            | 20             | 20             | Ulster      |
| 64       | Catskill Mountain Foundation, Inc.            | 8/22/2001          | 9/4/2003                       | \$1,100,000.00       | \$1,100,000.00     | \$596,948.67         | \$420,000.00   | \$1,520,000.00     | 29           | 35             | 6              | Greene      |
| 65       | C&H Seupel, Ltd. d/b/a Whispering Pines       | 11/26/2002         | 9/12/2003                      | \$35,000.00          | \$35,000.00        | \$0.00               | \$55,000.00    | \$90,000.00        | 2            | 3              | 1              | Ulster      |
| 66       | Crosroads Building LLC                        | 7/22/2003          | 9/19/2003                      | \$75,500.00          | \$75,500.00        | \$0.00               | \$134,332.00   | \$209,832.00       | 2            | 3              | 1              | Delaware    |
| 67       | Magic Mile, Inc.                              | 3/25/2003          | 9/30/2003                      | \$150,000.00         | \$150,000.00       | \$0.00               | \$250,000.00   | \$400,000.00       | 0            | 12             | 12             | Delaware    |
| 68       | Delaware Valley Hospital (2)                  | 5/27/2003          | 10/28/2003                     | \$290,000.00         | \$290,000.00       | \$0.00               | \$210,000.00   | \$500,000.00       | 257          | 257            | 0              | Delaware    |
| 69       | Deer Run Village Homeowners Assoc., Inc.      | 6/24/2003          | 11/12/2003                     | \$25,000.00          | \$24,934.38        | \$0.00               | \$25,000.00    | \$50,000.00        | 22           | 23             | 1              | Schoharie   |
| 70       | J&W Associates, LLC                           | 8/26/2003          | 11/14/2003                     | \$107,200.00         | \$107,200.00       | \$0.00               | \$252,800.00   | \$360,000.00       | 8            | 17             | 9              | Delaware    |

| Client # | Client Name                               | Loan Approval Date | Date of Actual Loan Settlement | Approved Loan Amount | Actual Loan Amount | Current Loan Balance | Leverage       | Total Project Cost | Current Jobs | Projected Jobs | Increased Jobs | County Name |
|----------|-------------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 71       | Mountain Flame, Inc.                      | 8/22/2001          | 12/9/2003                      | \$100,000.00         | \$100,000.00       | \$0.00               | \$96,000.00    | \$196,000.00       | 5            | 7              | 2              | Delaware    |
| 72       | The Hospital                              | 8/26/2003          | 12/19/2003                     | \$100,000.00         | \$100,000.00       | \$0.00               | \$0.00         | \$100,000.00       | 275          | 298            | 23             | Delaware    |
| 73       | Midotera, Inc.                            | 8/22/2001          | 12/30/2003                     | \$45,000.00          | \$45,000.00        | \$0.00               | \$121,000.00   | \$166,000.00       | 0            | 14             | 14             | Sullivan    |
| 27       | Pots & Pans, Inc.                         | 10/28/2003         | 1/20/2004                      | \$148,768.31         | \$148,768.31       | \$0.00               | \$0.00         | \$148,768.31       | 0            | 0              | 0              | Delaware    |
| 74       | Sports Equipment Specialists, LLC         | 8/22/2001          | 1/27/2004                      | \$76,300.00          | \$76,300.00        | \$0.00               | \$0.00         | \$76,300.00        | 0            | 0              | 0              | Delaware    |
| 75       | 11 Delaware Ave. Improvements, LLC        | 10/28/2003         | 2/2/2004                       | \$136,000.00         | \$136,000.00       | \$0.00               | \$204,000.00   | \$340,000.00       | 10           | 13             | 3              | Delaware    |
| 76       | NicJo Ltd.                                | 10/24/2003         | 2/11/2004                      | \$80,000.00          | \$80,000.00        | \$0.00               | \$143,500.00   | \$223,500.00       | 1            | 5              | 4              | Sullivan    |
| 77       | Titan Drilling, Corp.                     | 8/26/2003          | 6/2/2004                       | \$60,000.00          | \$60,000.00        | \$0.00               | \$68,000.00    | \$128,000.00       | 15           | 19             | 4              | Delaware    |
| 78       | O'Connor Hospital                         | 5/27/2003          | 6/30/2004                      | \$1,000,000.00       | \$1,000,000.00     | \$0.00               | \$3,645,445.00 | \$4,645,445.00     | 118          | 122            | 4              | Delaware    |
| 79       | Cannie D's Corner Corp.                   | 8/22/2001          | 7/1/2004                       | \$425,000.00         | \$425,000.00       | \$0.00               | \$766,800.00   | \$1,191,800.00     | 0            | 11             | 11             | Sullivan    |
| 80       | David M. Rowe & Joseph A. Schiavo         | 8/22/2001          | 7/8/2004                       | \$177,500.00         | \$177,500.00       | \$0.00               | \$262,500.00   | \$440,000.00       | 4            | 13             | 9              | Ulster      |
| 61       | Masserson Properties, Inc.                | 3/24/2004          | 7/20/2004                      | \$50,000.00          | \$50,000.00        | \$0.00               | \$105,000.00   | \$155,000.00       | 0            | 0              | 0              | Delaware    |
| 82       | Windham Ventures II                       | 5/25/2004          | 8/12/2004                      | \$70,000.00          | \$71,507.91        | \$17,882.53          | \$110,000.00   | \$180,000.00       | 5            | 13             | 8              | Greene      |
| 83       | Sportsfield Specialties, Inc.             | 1/28/2004          | 8/30/2004                      | \$450,000.00         | \$450,000.00       | \$0.00               | \$350,000.00   | \$800,000.00       | 9            | 35             | 26             | Delaware    |
| 85       | Sullivan County First Recycling, Inc.     | 7/27/2004          | 9/3/2004                       | \$200,000.00         | \$200,000.00       | \$0.00               | \$714,000.00   | \$914,000.00       | 19           | 22             | 3              | Sullivan    |
| 84       | Crossroads Properties, LLC                | 3/23/2004          | 9/15/2004                      | \$105,000.00         | \$105,000.00       | \$0.00               | \$217,000.00   | \$380,028.00       | 4            | 6              | 2              | Delaware    |
| 86       | Delhi Diner, LLC                          | 8/24/2004          | 11/9/2004                      | \$80,000.00          | \$80,000.00        | \$0.00               | \$118,000.00   | \$198,000.00       | 7            | 9              | 2              | Delaware    |
| 87       | Catskill Revitalization Corporation, Inc. | 10/1/2004          | 12/9/2004                      | \$210,000.00         | \$219,670.84       | \$0.00               | \$340,000.00   | \$550,000.00       | 10           | 22             | 12             | Delaware    |
| 88       | Karen Van Craenenbroeck                   | 2/25/2003          | 12/14/2004                     | \$25,000.00          | \$25,000.00        | \$0.00               | \$10,000.00    | \$35,000.00        | 4            | 7              | 3              | Sullivan    |
| 90       | Sam's Country Store, Inc.                 | 7/27/2004          | 12/21/2004                     | \$90,000.00          | \$90,482.18        | \$0.00               | \$185,000.00   | \$275,000.00       | 2            | 4              | 2              | Delaware    |
| 89       | Village Seafood Wholesale, Inc            | 1/27/2004          | 12/21/2004                     | \$154,000.00         | \$154,000.00       | \$0.00               | \$305,000.00   | \$459,000.00       | 14           | 18             | 4              | Delaware    |
| 91       | 30-35 William Street, LLC                 | 10/26/2004         | 1/19/2005                      | \$250,000.00         | \$250,000.00       | \$0.00               | \$410,000.00   | \$660,000.00       | 60           | 101            | 41             | Delaware    |
| 92       | Elna Ferrite Laboratories                 | 10/26/2004         | 1/24/2005                      | \$700,000.00         | \$700,000.00       | \$0.00               | \$2,930,000.00 | \$3,630,000.00     | 37           | 44             | 7              | Ulster      |
| 93       | MRH Acquisitions, Inc.                    | 10/26/2004         | 1/31/2005                      | \$100,000.00         | \$100,000.00       | \$0.00               | \$250,000.00   | \$350,000.00       | 21           | 26             | 5              | Delaware    |

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|----------|----------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 94       | HiFi Realty Corp.                      | 10/26/2004         | 1/31/2005                      | \$80,000.00          | \$80,000.00        | \$0.00               | \$500,000.00   | \$580,000.00       | 11           | 13             | 2              | Delaware    |
| 95       | Burton F. Clark Companies (2)          | 8/24/2004          | 2/25/2005                      | \$715,000.00         | \$715,000.00       | \$0.00               | \$1,304,948.00 | \$2,019,948.00     | 55           | 60             | 5              | Delaware    |
| 96       | Northeast Fabricators, LLC             | 1/25/2005          | 3/8/2005                       | \$338,000.00         | \$339,280.61       | \$0.00               | \$180,000.00   | \$518,000.00       | 60           | 101            | 41             | Delaware    |
| 21       | Windham Ventures, Inc.                 | 2/26/2002          | 5/2/2005                       | \$171,915.36         | \$173,571.96       | \$42,712.67          | \$400,000.00   | \$571,915.36       | 0            | 5              | 5              | Greene      |
| 97       | Ploutz, Leland and Marian              | 1/27/2004          | 5/5/2005                       | \$170,000.00         | \$170,000.00       | \$0.00               | \$290,000.00   | \$460,000.00       | 3            | 4              | 1              | Delaware    |
| 12       | Peak Trading Corporation               | 5/24/2005          | 6/28/2005                      | \$150,000.00         | \$150,000.00       | \$0.00               | \$0.00         | \$150,000.00       | 17           | 29             | 12             | Ulster      |
| 99       | Kings Town, Inc.                       | 5/24/2005          | 7/15/2005                      | \$325,000.00         | \$325,000.00       | \$0.00               | \$1,105,000.00 | \$1,430,000.00     | 10           | 23             | 13             | Ulster      |
| 100      | Audiosears Corporation                 | 5/24/2005          | 8/8/2005                       | \$1,000,000.00       | \$1,000,000.00     | \$0.00               | \$1,800,000.00 | \$2,800,000.00     | 90           | 96             | 6              | Delaware    |
| 101      | Hidden Inn, Inc.                       | 4/26/2005          | 8/23/2005                      | \$125,000.00         | \$125,000.00       | \$0.00               | \$100,000.00   | \$225,000.00       | 23           | 30             | 7              | Delaware    |
| 102      | David Shaw d/b/a Perkins Taxidermy     | 1/27/2004          | 9/16/2005                      | \$25,000.00          | \$25,000.00        | \$0.00               | \$35,000.00    | \$60,000.00        | 2            | 3              | 1              | Delaware    |
| 103      | Brussel Sprouts, LLC                   | 5/24/2005          | 9/26/2005                      | \$110,000.00         | \$110,000.00       | \$0.00               | \$0.00         | \$110,000.00       | 22           | 37             | 15             | Delaware    |
| 104      | Town of Andes                          | 4/26/2005          | 10/21/2005                     | \$136,000.00         | \$136,000.00       | \$0.00               | \$0.00         | \$136,000.00       | 0            | 0              | 0              | Delaware    |
| 105      | College Foundation at Delhi, Inc.      | 3/22/2005          | 10/28/2005                     | \$450,000.00         | \$450,000.00       | \$0.00               | \$450,000.00   | \$900,000.00       | 6            | 6              | 0              | Delaware    |
| 106      | Catskill Country Market, LLC           | 6/22/2004          | 10/31/2005                     | \$190,350.00         | \$190,350.00       | \$0.00               | \$268,600.00   | \$458,950.00       | 17           | 25             | 8              | Delaware    |
| 107      | The Market Basket, LLC                 | 1/25/2005          | 11/22/2005                     | \$70,000.00          | \$70,000.00        | \$0.00               | \$266,000.00   | \$336,000.00       | 5            | 6              | 1              | Delaware    |
| 108      | Secureshop.net, Inc.                   | 11/23/2005         | 12/19/2005                     | \$338,000.00         | \$338,000.00       | \$0.00               | \$975,000.00   | \$1,313,000.00     | 10           | 18             | 8              | Ulster      |
| 109      | Brian Batista and Sara Loughlin        | 5/1/2005           | 12/19/2005                     | \$98,000.00          | \$98,000.00        | \$0.00               | \$252,000.00   | \$350,000.00       | 2            | 2              | 0              | Ulster      |
| 110      | Ace Contracting of Margaretville, Inc. | 2/28/2006          | 4/24/2006                      | \$50,000.00          | \$50,000.00        | \$0.00               | \$55,600.00    | \$105,600.00       | 3            | 4              | 1              | Delaware    |
| 111      | Fane Family Deli, Inc.                 | 1/2/2006           | 6/22/2006                      | \$25,140.50          | \$25,513.78        | \$0.00               | \$57,884.00    | \$83,024.50        | 2            | 3              | 1              | Delaware    |
| 112      | The Caelan Allen Corp.                 | 1/2/2006           | 8/1/2006                       | \$100,000.00         | \$101,433.14       | \$0.00               | \$365,000.00   | \$465,000.00       | 5            | 8              | 3              | Delaware    |
| 113      | Michael Ricciardella                   | 10/1/2005          | 8/8/2006                       | \$560,000.00         | \$568,422.94       | \$155,508.92         | \$662,000.00   | \$1,222,000.00     | 17           | 29             | 12             | Ulster      |
| 114      | Joseph Dabritz                         | 1/24/2006          | 8/30/2006                      | \$100,000.00         | \$100,000.00       | \$0.00               | \$35,000.00    | \$135,000.00       | 10           | 10             | 0              | Delaware    |
| 145      | Joseph A. Dabritz                      | 1/3/2008           | 8/30/2006                      | \$156,457.50         | \$156,457.50       | \$0.00               | \$0.00         | \$156,457.50       | 10           | 10             | 0              | Delaware    |
| 115      | Walton Big M Plaza, LLC                | 8/1/2006           | 10/3/2006                      | \$500,000.00         | \$500,000.00       | \$0.00               | \$1,329,094.00 | \$1,829,094.00     | 47           | 72             | 25             | Delaware    |

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|----------|----------------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 116      | Norm and Son Realty, Inc.                    | 8/26/2005          | 10/11/2006                     | \$130,000.00         | \$130,000.00       | \$0.00               | \$175,000.00   | \$305,000.00       | 3            | 10             | 7              | Sullivan    |
| 117      | SRBJ Enterprises, Inc.                       | 7/25/2006          | 10/18/2006                     | \$183,750.00         | \$183,750.00       | \$76,855.11          | \$357,008.00   | \$540,758.00       | 0            | 11             | 11             | Ulster      |
| 118      | Duchess Farm Equestrian Community, LLC       | 4/25/2006          | 10/23/2006                     | \$350,000.00         | \$350,000.00       | \$0.00               | \$865,000.00   | \$1,215,000.00     | 1            | 5              | 4              | Ulster      |
| 119      | Groff and Hoyt Enterprises, Inc.             | 8/7/2006           | 10/24/2006                     | \$600,000.00         | \$600,000.00       | \$0.00               | \$0.00         | \$600,000.00       | 0            | 0              | 0              | Delaware    |
| 121      | Lisa Grayson                                 | 9/26/2006          | 11/30/2006                     | \$31,000.00          | \$31,000.00        | \$0.00               | \$0.00         | \$31,000.00        | 6            | 6              | 0              | Delaware    |
| 120      | Thomas & Leonore Roach                       | 9/26/2006          | 11/30/2006                     | \$40,000.00          | \$40,000.00        | \$0.00               | \$0.00         | \$40,000.00        | 3            | 3              | 0              | Delaware    |
| 122      | Dylan Patrick LLC                            | 7/25/2006          | 12/14/2006                     | \$247,500.00         | \$247,500.00       | \$0.00               | \$27,500.00    | \$275,000.00       | 16           | 22             | 6              | Sullivan    |
| 123      | Tischler Health Management Group, LLC        | 6/27/2006          | 1/11/2007                      | \$1,500,000.00       | \$1,500,000.00     | \$0.00               | \$2,981,756.00 | \$4,481,756.00     | 9            | 16             | 7              | Ulster      |
| 124      | Nibble Nook Diner, LLC                       | 9/26/2006          | 1/22/2007                      | \$125,000.00         | \$125,000.00       | \$0.00               | \$225,000.00   | \$350,000.00       | 5            | 5              | 0              | Ulster      |
| 125      | Klinger Power Sports, Inc.                   | 9/26/2006          | 2/21/2007                      | \$30,000.00          | \$30,000.00        | \$0.00               | \$0.00         | \$30,000.00        | 12           | 12             | 0              | Delaware    |
| 126      | Brie & Bordeaux, Inc.                        | 10/26/2004         | 2/28/2007                      | \$90,000.00          | \$90,081.91        | \$0.00               | \$384,000.00   | \$474,000.00       | 2            | 13             | 11             | Greene      |
| 128      | Yaun Company                                 | 2/28/2006          | 2/28/2007                      | \$80,000.00          | \$80,000.00        | \$0.00               | \$20,000.00    | \$100,000.00       | 43           | 43             | 0              | Sullivan    |
| 127      | Nuay Realty Corporation / Yaun Company, Inc. | 3/28/2006          | 2/28/2007                      | \$400,000.00         | \$400,000.00       | \$0.00               | \$0.00         | \$400,000.00       | 0            | 0              | 0              | Sullivan    |
| 129      | Bruce Dolph                                  | 9/26/2006          | 3/8/2007                       | \$25,000.00          | \$25,000.00        | \$0.00               | \$0.00         | \$25,000.00        | 14           | 21             | 7              | Delaware    |
| 130      | Leap Inn, Inc.                               | 6/28/2005          | 3/27/2007                      | \$500,000.00         | \$500,000.00       | \$0.00               | \$1,340,000.00 | \$1,840,000.00     | 7            | 10             | 3              | Greene      |
| 131      | DiSclafani/Dorn                              | 2/27/2007          | 5/8/2007                       | \$151,142.83         | \$151,142.83       | \$44,998.26          | \$35,000.00    | \$186,142.83       | 4            | 5              | 1              | Ulster      |
| 132      | Sloan Hoffstatter                            | 9/26/2006          | 5/30/2007                      | \$132,000.00         | \$132,000.00       | \$0.00               | \$421,000.00   | \$553,000.00       | 3            | 4              | 1              | Ulster      |
| 61       | Masserson Properties, Inc.                   | 9/26/2006          | 6/8/2007                       | \$240,000.00         | \$240,000.00       | \$0.00               | \$616,000.00   | \$856,000.00       | 4            | 7              | 3              | Delaware    |
| 134      | 137-139 Delaware Street, LLC                 | 3/1/2007           | 6/14/2007                      | \$575,000.00         | \$575,000.00       | \$0.00               | \$0.00         | \$575,000.00       | 6            | 6              | 0              | Delaware    |
| 134      | 137-139 Delaware Street, LLC                 | 4/18/2007          | 6/14/2007                      | \$150,000.00         | \$150,000.00       | \$0.00               | \$0.00         | \$150,000.00       | 0            | 0              | 0              | Delaware    |
| 135      | Joseph & Holly Hunter Christovao             | 4/24/2007          | 6/28/2007                      | \$230,000.00         | \$230,000.00       | \$0.00               | \$0.00         | \$230,000.00       | 0            | 0              | 0              | Delaware    |
| 136      | Campobello, LLC                              | 5/22/2007          | 7/12/2007                      | \$250,000.00         | \$255,316.61       | \$0.00               | \$150,000.00   | \$400,000.00       | 0            | 0              | 0              | Delaware    |
| 137      | Overlook Mountain Bikes of Woodstock         | 5/22/2007          | 8/22/2007                      | \$136,000.00         | \$136,000.00       | \$0.00               | \$289,000.00   | \$425,000.00       | 6            | 6              | 0              | Ulster      |
| 138      | Russel Matson /Julie Hernandez               | 5/22/2007          | 10/22/2007                     | \$135,000.00         | \$138,039.72       | \$44,813.61          | \$15,000.00    | \$150,000.00       | 7            | 12             | 5              | Delaware    |



| Client # | Client Name                        | Loan Approval Date | Date of Actual Loan Settlement | Approved Loan Amount | Actual Loan Amount | Current Loan Balance | Leverage       | Total Project Cost | Current Jobs | Projected Jobs | Increased Jobs | County Name |
|----------|------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 139      | Six Franklin Road, LLC             | 8/28/2007          | 11/1/2007                      | \$73,288.00          | \$73,288.00        | \$0.00               | \$0.00         | \$73,288.00        | 0            | 0              | 0              | Delaware    |
| 139      | Six Franklin Road, LLC             | 8/28/2007          | 11/1/2007                      | \$636,277.33         | \$636,277.33       | \$223,561.58         | \$48,000.00    | \$684,277.33       | 18           | 18             | 0              | Delaware    |
| 141      | Delaware Valley Hospital (3)       | 11/28/2006         | 11/1/2007                      | \$600,000.00         | \$600,000.00       | \$0.00               | \$97,000.00    | \$697,000.00       | 232          | 232            | 0              | Delaware    |
| 142      | Walton Big M Plaza, LLC (2)        | 10/23/2007         | 1/10/2008                      | \$58,000.00          | \$58,000.00        | \$0.00               | \$0.00         | \$58,000.00        | 0            | 0              | 0              | Delaware    |
| 143      | Numrich Arms Corporation           | 9/25/2007          | 2/7/2008                       | \$1,000,000.00       | \$1,000,000.00     | \$0.00               | \$1,100,000.00 | \$2,100,000.00     | 70           | 70             | 0              | Ulster      |
| 147      | Irish Jack Enterprises, LLC        | 2/2/2008           | 2/13/2008                      | \$61,512.54          | \$61,512.54        | \$0.00               | \$0.00         | \$61,512.54        | 0            | 0              | 0              | Ulster      |
| 144      | Wilma and Leo Hannan               | 8/28/2007          | 2/14/2008                      | \$176,000.00         | \$176,000.00       | \$0.00               | \$0.00         | \$176,000.00       | 30           | 30             | 0              | Delaware    |
| 146      | Joseph A. Dabrtiz (2)              | 1/3/2008           | 2/14/2008                      | \$140,000.00         | \$140,000.00       | \$0.00               | \$0.00         | \$140,000.00       | 10           | 10             | 0              | Delaware    |
| 149      | Margaretville Car Wash, LLC        | 8/28/2007          | 3/14/2008                      | \$162,000.00         | \$166,278.11       | \$0.00               | \$425,000.00   | \$587,000.00       | 1            | 1              | 0              | Delaware    |
| 148      | 53535 Main Street Corp.            | 1/22/2008          | 3/14/2008                      | \$175,000.00         | \$175,000.00       | \$0.00               | \$35,000.00    | \$210,000.00       | 0            | 7              | 7              | Delaware    |
| 150      | Cowan Excavating, LLC              | 11/27/2007         | 4/16/2008                      | \$409,500.00         | \$409,500.00       | \$0.00               | \$80,000.00    | \$489,500.00       | 6            | 6              | 0              | Delaware    |
| 151      | NKJ, Inc.                          | 11/27/2007         | 4/25/2008                      | \$224,000.00         | \$224,000.00       | \$0.00               | \$386,000.00   | \$610,000.00       | 3            | 6              | 3              | Ulster      |
| 152      | Cave Mountain Brewing Co., Inc.    | 1/22/2008          | 4/25/2008                      | \$130,000.00         | \$130,762.82       | \$0.00               | \$20,000.00    | \$150,000.00       | 0            | 4              | 4              | Greene      |
| 153      | BP Visions, Inc.                   | 10/23/2007         | 5/12/2008                      | \$26,000.00          | \$26,547.29        | \$0.00               | \$187,000.00   | \$213,000.00       | 0            | 0              | 0              | Delaware    |
| 154      | Passion for Life, Inc.             | 4/22/2008          | 6/11/2008                      | \$45,000.00          | \$45,000.00        | \$0.00               | \$10,000.00    | \$55,000.00        | 4            | 4              | 0              | Sullivan    |
| 156      | Moskowitz and Liu                  | 4/22/2008          | 6/12/2008                      | \$12,500.00          | \$12,500.00        | \$0.00               | \$2,500.00     | \$15,000.00        | 0            | 2              | 2              | Delaware    |
| 155      | Cheryl Lins                        | 2/28/2008          | 6/12/2008                      | \$40,000.00          | \$40,000.00        | \$0.00               | \$6,200.00     | \$46,200.00        | 1            | 4              | 3              | Delaware    |
| 157      | Mary Schoepe and Paul Shoepe       | 10/23/2007         | 6/19/2008                      | \$156,000.00         | \$156,000.00       | \$0.00               | \$319,000.00   | \$475,000.00       | 0            | 8              | 8              | Greene      |
| 158      | Marietta Hanley/Caroline Ciraulo   | 5/27/2008          | 6/30/2008                      | \$212,000.00         | \$212,000.00       | \$0.00               | \$500,000.00   | \$712,000.00       | 0            | 10             | 10             | Ulster      |
| 159      | CSA Properties, Inc.               | 2/28/2008          | 7/14/2008                      | \$95,000.00          | \$96,637.88        | \$0.00               | \$136,160.00   | \$231,160.00       | 0            | 0              | 0              | Delaware    |
| 160      | Hasenflue Property Management, LLC | 6/28/2008          | 8/25/2008                      | \$155,000.00         | \$155,000.00       | \$0.00               | \$155,000.00   | \$310,000.00       | 3            | 4              | 1              | Ulster      |
| 161      | HiFi Realty Corp. (2)              | 4/22/2008          | 8/26/2008                      | \$330,000.00         | \$330,000.00       | \$0.00               | \$73,000.00    | \$403,000.00       | 0            | 0              | 0              | Delaware    |
| 162      | Houshco, LLC                       | 5/27/2008          | 8/26/2008                      | \$500,000.00         | \$500,000.00       | \$0.00               | \$500,000.00   | \$1,000,000.00     | 10           | 14             | 4              | Delaware    |
| 163      | Blue Mountain Bistro               | 4/22/2008          | 9/17/2008                      | \$375,000.00         | \$379,292.73       | \$0.00               | \$335,000.00   | \$710,000.00       | 10           | 14             | 4              | Ulster      |

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|----------|--------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 164      | American Plum Tree, Inc.             | 8/27/2008          | 9/18/2008                      | \$350,000.00         | \$363,570.91       | \$0.00               | \$300,000.00   | \$650,000.00       | 1            | 6              | 5              | Delaware    |
| 165      | Culwell Development LLC              | 2/26/2008          | 2/11/2009                      | \$220,000.00         | \$220,000.00       | \$0.00               | \$330,000.00   | \$550,000.00       | 10           | 24             | 14             | Ulster      |
| 166      | Carrier Enterprises                  | 6/24/2008          | 3/30/2009                      | \$200,000.00         | \$200,000.00       | \$0.00               | \$1,300,000.00 | \$1,500,000.00     | 0            | 30             | 30             | Sullivan    |
| 167      | Brian Batista and Sara Loughlin      | 2/3/2009           | 5/22/2009                      | \$119,250.00         | \$119,250.00       | \$0.00               | \$244,000.00   | \$363,250.00       | 0            | 0              | 0              | Ulster      |
| 168      | RAC Realty, Inc.                     | 3/27/2007          | 6/4/2009                       | \$238,000.00         | \$238,000.00       | \$0.00               | \$387,000.00   | \$625,000.00       | 0            | 10             | 10             | Delaware    |
| 169      | G. Haynes Holdings, Inc.             | 5/5/2009           | 6/24/2009                      | \$350,000.00         | \$350,000.00       | \$0.00               | \$380,000.00   | \$730,000.00       | 9            | 12             | 3              | Delaware    |
| 170      | North Star Sun Creek Building, LLC   | 5/27/2008          | 7/14/2009                      | \$270,000.00         | \$270,000.00       | \$0.00               | \$405,000.00   | \$675,000.00       | 1            | 2              | 1              | Ulster      |
| 171      | Bearsville Associates, LLC           | 7/8/2009           | 9/11/2009                      | \$650,000.00         | \$658,119.33       | \$0.00               | \$650,000.00   | \$1,300,000.00     | 10           | 14             | 4              | Ulster      |
| 172      | Cragsmoor Associates, LLC            | 7/7/2009           | 10/7/2009                      | \$250,000.00         | \$250,000.00       | \$95,872.25          | \$355,623.00   | \$605,623.00       | 0            | 5              | 5              | Ulster      |
| 175      | Scott Dickman                        | 6/2/2009           | 11/9/2009                      | \$225,000.00         | \$225,000.00       | \$0.00               | \$20,000.00    | \$245,000.00       | 89           | 89             | 0              | Ulster      |
| 84       | Crossroads Properties, LLC           | 12/1/2009          | 1/14/2010                      | \$58,028.20          | \$58,028.20        | \$0.00               | \$0.00         | \$58,028.00        | 0            | 0              | 0              | Delaware    |
| 176      | 396 Wittenberg Road, LLC             | 9/4/2008           | 4/28/2010                      | \$250,000.00         | \$250,000.00       | \$0.00               | \$373,286.00   | \$623,286.00       | 7            | 15             | 8              | Ulster      |
| 177      | WB Delhi LLC                         | 1/7/2010           | 5/7/2010                       | \$1,300,000.00       | \$1,300,000.00     | \$0.00               | \$375,000.00   | \$1,675,000.00     | 0            | 22             | 22             | Delaware    |
| 137      | Overlook Mountain Bikes of Woodstock | 3/2/2010           | 5/18/2010                      | \$195,000.00         | \$195,000.00       | \$68,954.45          | \$0.00         | \$195,000.00       | 8            | 8              | 0              | Ulster      |
| 64       | Catskill Mountain Foundation, Inc.   | 1/7/2010           | 5/18/2010                      | \$850,000.00         | \$850,000.00       | \$0.00               | \$2,500,000.00 | \$3,350,000.00     | 0            | 20             | 20             | Greene      |
| 18       | Janice Dordick                       | 3/2/2010           | 7/2/2010                       | \$875,000.00         | \$892,201.16       | \$0.00               | \$0.00         | \$875,000.00       | 11           | 22             | 11             | Ulster      |
| 178      | Canal Street Cutlery Co. LLC         | 6/1/2010           | 7/12/2010                      | \$265,200.00         | \$267,675.01       | \$0.00               | \$78,800.00    | \$344,000.00       | 11           | 19             | 8              | Ulster      |
| 96       | Northeast Fabricators, LLC           | 5/4/2010           | 7/16/2010                      | \$303,421.41         | \$305,612.45       | \$0.00               | \$0.00         | \$303,421.41       | 0            | 0              | 0              | Delaware    |
| 179      | 30-35 William Street LLC             | 5/5/2010           | 7/16/2010                      | \$1,000,000.00       | \$1,008,896.30     | \$0.00               | \$0.00         | \$1,000,000.00     | 0            | 0              | 0              | Delaware    |
| 124      | Nibble Nook Diner, LLC               | 7/1/2010           | 8/31/2010                      | \$109,733.56         | \$109,733.56       | \$0.00               | \$0.00         | \$109,733.56       | 0            | 0              | 0              | Ulster      |
| 116      | Norm and Son Realty, Inc.            | 4/1/2010           | 9/1/2010                       | \$109,799.21         | \$109,799.21       | \$0.00               | \$0.00         | \$109,799.21       | 0            | 0              | 0              | Sullivan    |
| 135      | Joseph & Holly Hunter Christovao     | 6/1/2010           | 9/23/2010                      | \$420,000.00         | \$420,000.00       | \$0.00               | \$438,839.00   | \$858,839.00       | 3            | 6              | 3              | Delaware    |
| 54       | Douglas and Christine Brady          | 6/1/2010           | 10/6/2010                      | \$213,000.00         | \$216,893.32       | \$37,111.03          | \$137,000.00   | \$350,000.00       | 0            | 0              | 0              | Delaware    |
| 61       | Masserson Properties, Inc.           | 12/1/2009          | 10/6/2010                      | \$1,190,000.00       | \$1,190,000.00     | \$0.00               | \$616,777.00   | \$1,806,777.00     | 8            | 12             | 4              | Delaware    |

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|----------|---------------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 182      | Martin and Veronica Morales                 | 6/1/2010           | 12/14/2010                     | \$21,469.14          | \$20,184.92        | \$0.00               | \$10,000.00    | \$30,000.00        | 2            | 2              | 0              | Delaware    |
| 186      | West Mountain Properties LLC                | 9/7/2010           | 12/15/2010                     | \$187,000.00         | \$187,000.00       | \$16,243.14          | \$510,000.00   | \$697,000.00       | 6            | 6              | 0              | Delaware    |
| 183      | Newgrange Enterprises, Inc.                 | 9/23/2008          | 12/15/2010                     | \$223,652.00         | \$223,652.00       | \$0.00               | \$223,652.00   | \$447,304.00       | 3            | 12             | 9              | Greene      |
| 192      | Jenlid LLC                                  | 3/1/2011           | 5/3/2011                       | \$228,000.00         | \$228,000.00       | \$0.00               | \$222,000.00   | \$450,000.00       | 0            | 22             | 22             | Delaware    |
| 185      | Liberty Rock Books LLC                      | 5/5/2009           | 5/26/2011                      | \$108,160.00         | \$108,160.00       | \$0.00               | \$347,000.00   | \$455,160.00       | 0            | 7              | 7              | Delaware    |
| 181      | Maverick West, LLC                          | 3/2/2010           | 6/8/2011                       | \$380,588.00         | \$385,744.76       | \$0.00               | \$315,000.00   | \$695,588.00       | 6            | 8              | 2              | Ulster      |
| 199      | Camp Move It LLC                            | 6/7/2011           | 7/7/2011                       | \$400,000.00         | \$404,038.26       | \$194,032.61         | \$1,050,000.00 | \$1,450,000.00     | 3            | 24             | 21             | Delaware    |
| 195      | Lighthouse Hill, LLC                        | 6/7/2011           | 7/7/2011                       | \$150,000.00         | \$150,000.00       | \$0.00               | \$255,000.00   | \$405,000.00       | 0            | 2              | 2              | Greene      |
| 138      | Russel Matson /Julie Hernandez              | 6/7/2011           | 7/7/2011                       | \$36,000.00          | \$36,771.47        | \$0.00               | \$10,000.00    | \$46,000.00        | 3            | 5              | 2              | Delaware    |
| 191      | Pan American Dance Foundation, Inc.         | 11/2/2010          | 7/19/2011                      | \$700,000.00         | \$700,000.00       | \$0.00               | \$323,850.00   | \$1,023,850.00     | 7            | 44             | 37             | Ulster      |
| 193      | Birchwood Lodge, Inc./Yogi Bear's Campgroun | 5/3/2011           | 8/3/2011                       | \$50,000.00          | \$50,000.00        | \$0.00               | \$7,661.21     | \$57,661.21        | 42           | 44             | 2              | Sullivan    |
| 16       | Drew/Natasha Shuster                        | 5/3/2011           | 8/3/2011                       | \$45,000.00          | \$45,612.45        | \$0.00               | \$0.00         | \$45,000.00        | 0            | 0              | 0              | Greene      |
| 203      | Greener Pastures LLC                        | 6/7/2011           | 8/3/2011                       | \$45,000.00          | \$45,000.00        | \$0.00               | \$5,000.00     | \$50,000.00        | 21           | 21             | 0              | Ulster      |
| 202      | Thomas E. Miner Jr. & Donald E. VanEtten    | 6/7/2011           | 8/3/2011                       | \$400,000.00         | \$400,000.00       | \$0.00               | \$439,212.00   | \$839,212.00       | 3            | 3              | 0              | Delaware    |
| 173      | Ashokan Foundation, Inc.                    | 9/2/2010           | 9/22/2011                      | \$1,500,000.00       | \$1,500,000.00     | \$1,222,257.31       | \$5,393,750.00 | \$6,893,750.00     | 34           | 34             | 0              | Ulster      |
| 210      | Sheldon Hill, LLC                           | 8/2/2011           | 11/29/2011                     | \$225,000.00         | \$225,000.00       | \$0.00               | \$25,000.00    | \$250,000.00       | 2            | 3              | 1              | Ulster      |
| 12       | Peak Trading Corporation                    | 8/2/2011           | 11/29/2011                     | \$270,000.00         | \$270,000.00       | \$0.00               | \$30,000.00    | \$300,000.00       | 1            | 1              | 0              | Ulster      |
| 194      | Hofmann A-Z, LLC                            | 4/5/2011           | 12/21/2011                     | \$750,000.00         | \$750,000.00       | \$212,406.74         | \$85,000.00    | \$835,000.00       | 6            | 6              | 0              | Delaware    |
| 220      | KDR Self Storage Inc.                       | 12/6/2011          | 1/20/2012                      | \$230,000.00         | \$230,000.00       | \$0.00               | \$10,000.00    | \$240,000.00       | 2            | 4              | 2              | Delaware    |
| 221      | Elmrock Inn, LLC                            | 1/3/2012           | 2/28/2012                      | \$150,000.00         | \$150,000.00       | \$33,624.12          | \$400,000.00   | \$550,000.00       | 0            | 15             | 15             | Ulster      |
| 188      | Catskill Development Foundation, Inc        | 8/23/2005          | 3/8/2012                       | \$137,500.00         | \$137,500.00       | \$0.00               | \$587,500.00   | \$725,000.00       | 0            | 11             | 11             | Delaware    |
| 193      | Birchwood Lodge, Inc./Yogi Bear's Campgroun | 1/3/2012           | 3/22/2012                      | \$873,733.00         | \$873,733.00       | \$0.00               | \$91,000.00    | \$964,733.00       | 0            | 0              | 0              | Sullivan    |
| 204      | Town of Colchester                          | 7/30/2008          | 6/25/2012                      | \$2,500,000.00       | \$908,991.49       | \$0.00               | \$0.00         | \$908,991.49       | 0            | 0              | 0              | Delaware    |
| 239      | Spillian, LLC                               | 5/1/2012           | 9/13/2012                      | \$450,000.00         | \$450,000.00       | \$256,878.06         | \$200,000.00   | \$650,000.00       | 0            | 3              | 3              | Delaware    |

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|----------|-----------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 246      | Reed & Stewart Properties LLC           | 5/1/2012           | 10/4/2012                      | \$163,700.00         | \$163,700.00       | \$36,231.64          | \$55,000.00    | \$218,700.00       | 8            | 14             | 6              | Delaware    |
| 250      | Lewis Wendell                           | 9/4/2012           | 12/7/2012                      | \$135,000.00         | \$135,000.00       | \$36,918.29          | \$90,000.00    | \$225,000.00       | 0            | 2              | 2              | Delaware    |
| 249      | David A. Rikard                         | 9/4/2012           | 12/21/2012                     | \$160,000.00         | \$160,000.00       | \$43,560.58          | \$45,000.00    | \$205,000.00       | 3            | 3              | 0              | Greene      |
| 118      | Duchess Farm Equestrian Community, LLC  | 12/4/2012          | 2/20/2013                      | \$450,000.00         | \$450,000.00       | \$169,018.47         | \$0.00         | \$450,000.00       | 5            | 5              | 0              | Ulster      |
| 82       | Windham Ventures II                     | 2/5/2013           | 3/28/2013                      | \$180,000.00         | \$180,000.00       | \$0.00               | \$0.00         | \$180,000.00       | 1            | 1              | 0              | Greene      |
| 185      | Liberty Rock Books LLC                  | 12/4/2012          | 4/26/2013                      | \$168,160.25         | \$168,160.25       | \$92,783.66          | \$347,000.00   | \$515,160.00       | 2            | 2              | 0              | Delaware    |
| 266      | Thomas J. Phillips and Cheryl Ann Myers | 4/2/2013           | 5/8/2013                       | \$90,000.00          | \$90,000.00        | \$28,879.48          | \$10,000.00    | \$100,000.00       | 2            | 2              | 0              | Delaware    |
| 276      | Village of Fleischmanns                 | 4/2/2013           | 5/31/2013                      | \$160,000.00         | \$157,136.80       | \$135,260.12         | \$0.00         | \$160,000.00       | 0            | 0              | 0              | Delaware    |
| 147      | Irish Jack Enterprises, LLC             | 2/2/2008           | 6/1/2013                       | \$54,258.33          | \$54,258.33        | \$0.00               | \$0.00         | \$54,258.33        | 0            | 0              | 0              | Ulster      |
| 226      | Palace Realty LLC                       | 3/6/2012           | 6/28/2013                      | \$210,000.00         | \$210,000.00       | \$0.00               | \$25,000.00    | \$235,000.00       | 9            | 9              | 0              | Ulster      |
| 150      | Cowan Excavating, LLC                   | 5/7/2013           | 7/30/2013                      | \$361,537.21         | \$361,537.21       | \$0.00               | \$80,000.00    | \$441,537.21       | 0            | 0              | 0              | Delaware    |
| 139      | Six Franklin Road, LLC                  | 12/4/2012          | 9/26/2013                      | \$90,000.00          | \$90,000.00        | \$0.00               | \$0.00         | \$90,000.00        | 4            | 4              | 0              | Delaware    |
| 61       | Masserson Properties, Inc.              | 7/2/2013           | 11/6/2013                      | \$1,500,000.00       | \$1,500,000.00     | \$0.00               | \$1,484,777.00 | \$2,984,777.00     | 0            | 0              | 0              | Delaware    |
| 251      | LKC Realty, Inc.                        | 7/2/2013           | 2/5/2014                       | \$550,000.00         | \$550,000.00       | \$154,323.58         | \$59,000.00    | \$609,000.00       | 6            | 8              | 2              | Delaware    |
| 257      | Roseberry's Retreat, LLC                | 2/4/2014           | 4/4/2014                       | \$358,200.00         | \$358,200.00       | \$0.00               | \$48,380.00    | \$406,580.00       | 0            | 2              | 2              | Greene      |
| 293      | Black Bear Lodge, LLC                   | 4/1/2014           | 5/20/2014                      | \$276,050.96         | \$276,050.96       | \$122,564.49         | \$33,934.00    | \$309,984.96       | 0            | 2              | 2              | Greene      |
| 295      | Shawangunk Country Club, Inc.           | 5/6/2014           | 8/14/2014                      | \$260,000.00         | \$260,000.00       | \$0.00               | \$67,000.00    | \$327,000.00       | 5            | 7              | 2              | Ulster      |
| 294      | Mauer's Mountain Farm LLC               | 5/6/2014           | 8/14/2014                      | \$350,000.00         | \$350,000.00       | \$0.00               | \$407,000.00   | \$757,000.00       | 1            | 3              | 2              | Delaware    |
| 299      | Central Catskills Chamber of Commerce   | 8/6/2013           | 11/3/2014                      | \$49,500.00          | \$49,500.00        | \$0.00               | \$50,000.00    | \$99,500.00        | 1            | 1              | 0              | Delaware    |
| 292      | CATS                                    | 5/6/2014           | 11/12/2014                     | \$135,000.00         | \$135,000.00       | \$0.00               | \$135,000.00   | \$270,000.00       | 1            | 1              | 0              | Watershed W |
| 298      | Union Grove Distillery LLC              | 10/7/2014          | 1/14/2015                      | \$280,000.00         | \$280,000.00       | \$0.00               | \$50,000.00    | \$330,000.00       | 0            | 4              | 4              | Delaware    |
| 300      | John N. Hoeko and Rita C. Adami         | 8/5/2014           | 1/22/2015                      | \$61,751.00          | \$61,751.00        | \$0.00               | \$43,000.00    | \$104,751.00       | 0            | 3              | 3              | Delaware    |
| 104      | Town of Andes                           | 3/3/2015           | 7/23/2015                      | \$192,578.00         | \$192,578.00       | \$0.00               | \$0.00         | \$192,578.00       | 0            | 0              | 0              | Delaware    |
| 302      | Foxfire Mountain House, LLC             | 3/3/2015           | 8/6/2015                       | \$255,000.00         | \$255,000.00       | \$0.00               | \$609,376.00   | \$864,376.00       | 1            | 6              | 4              | Ulster      |

| Client # | Client Name                                  | Loan Approval Date | Date of Actual Loan Settlement | Approved Loan Amount | Actual Loan Amount | Current Loan Balance | Leverage        | Total Project Cost | Current Jobs | Projected Jobs | Increased Jobs | County Name |
|----------|----------------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|-----------------|--------------------|--------------|----------------|----------------|-------------|
| 142      | Walton Big M Plaza, LLC (2)                  | 6/2/2015           | 9/4/2015                       | \$500,000.00         | \$500,000.00       | \$0.00               | \$0.00          | \$500,000.00       | 0            | 0              | 0              | Delaware    |
| 326      | Kirkside Retirement Home                     | 6/2/2015           | 10/7/2015                      | \$112,500.00         | \$112,500.00       | \$0.00               | \$37,500.00     | \$150,000.00       | 0            | 0              | 0              | Delaware    |
| 87       | Catskill Revitalization Corporation, Inc.    | 3/3/2015           | 10/30/2015                     | \$109,959.40         | \$109,959.40       | \$0.00               | \$0.00          | \$109,959.40       | 0            | 0              | 0              | Delaware    |
| 247      | MTC Cable                                    | 9/1/2015           | 11/13/2015                     | \$1,100,000.00       | \$1,100,000.00     | \$0.00               | \$7,800,287.00  | \$8,900,287.00     | 23           | 24             | 1              | Watershed W |
| 321      | WRKC Realty, LLC                             | 3/3/2015           | 12/22/2015                     | \$750,000.00         | \$750,000.00       | \$484,698.13         | \$95,000.00     | \$845,000.00       | 4            | 4              | 0              | Ulster      |
| 336      | KMG Center Street LLC                        | 3/1/2016           | 4/27/2016                      | \$80,000.00          | \$80,000.00        | \$0.00               | \$0.00          | \$80,000.00        | 5            | 4              | 9              | Ulster      |
| 332      | Ploennigs Holdings LLC                       | 12/1/2015          | 5/17/2016                      | \$261,000.00         | \$261,000.00       | \$0.00               | \$45,000.00     | \$306,000.00       | 8            | 10             | 2              | Ulster      |
| 333      | Chappie's Properties LLC                     | 3/1/2016           | 7/6/2016                       | \$197,100.00         | \$201,939.54       | \$126,811.21         | \$21,900.00     | \$219,000.00       | 4            | 35             | 21             | Delaware    |
| 331      | NYS Department of Environmental Conservatio  | 2/3/2015           | 8/1/2016                       | \$50,000.00          | \$50,000.00        | \$0.00               | \$50,000.00     | \$100,000.00       | 0            | 0              | 0              | Watershed W |
| 334      | Sedgwick House Properties, Inc.              | 6/7/2016           | 8/4/2016                       | \$340,000.00         | \$340,000.00       | \$0.00               | \$65,000.00     | \$405,000.00       | 2            | 4              | 2              | Greene      |
| 342      | NYS Catskill Park Line Item Reimbursable Gra | 8/4/2015           | 9/1/2016                       | \$500,000.00         | \$500,000.00       | \$0.00               | \$0.00          | \$500,000.00       | 0            | 0              | 0              | Watershed W |
| 276      | Village of Fleischmanns                      | 8/2/2016           | 9/22/2016                      | \$500,000.00         | \$500,000.00       | \$0.00               | \$0.00          | \$500,000.00       | 0            | 0              | 0              | Delaware    |
| 247      | MTC Cable                                    | 4/5/2016           | 9/22/2016                      | \$4,322,123.00       | \$4,322,123.00     | \$2,791,143.95       | \$19,466,681.00 | \$23,788,804.00    | 0            | 5              | 5              | Watershed W |
| 103      | Brussel Sprouts, LLC                         | 7/6/2016           | 9/27/2016                      | \$100,000.00         | \$100,000.00       | \$0.00               | \$14,100.00     | \$114,100.00       | 0            | 0              | 0              | Delaware    |
| 337      | Roxbury General LLC                          | 7/5/2016           | 10/27/2016                     | \$128,000.00         | \$128,000.00       | \$0.00               | \$14,250.00     | \$142,250.00       | 2            | 2              | 0              | Delaware    |
| 338      | Arts on Site Residency and Retreat, LLC      | 7/5/2016           | 11/16/2016                     | \$250,000.00         | \$250,000.00       | \$193,429.87         | \$175,000.00    | \$425,000.00       | 0            | 2              | 2              | Ulster      |
| 325      | The Mark Project                             | 11/1/2016          | 12/20/2016                     | \$349,588.00         | \$349,588.00       | \$0.00               | \$349,588.00    | \$349,588.00       | 1            | 0              | 0              | Delaware    |
| 41       | Creative Environments LLC d/b/a Full Moon    | 6/7/2016           | 3/8/2017                       | \$1,200,000.00       | \$1,200,000.00     | \$1,059,428.80       | \$0.00          | \$275,000.00       | 125          | 125            | 0              | Ulster      |
| 41       | Creative Environments LLC d/b/a Full Moon    | 6/7/2016           | 3/8/2017                       | \$300,000.00         | \$300,000.00       | \$231,924.88         | \$0.00          | \$300,000.00       | 125          | 125            | 0              | Ulster      |
| 344      | Catskill Seasons LTD                         | 3/7/2017           | 4/25/2017                      | \$60,000.00          | \$60,000.00        | \$0.00               | \$20,000.00     | \$80,000.00        | 0            | 3              | 3              | Delaware    |
| 341      | Chef Deanna, Inc.                            | 4/4/2017           | 5/8/2017                       | \$125,000.00         | \$125,000.00       | \$75,983.10          | \$155,000.00    | \$280,000.00       | 6            | 30             | 24             | Delaware    |
| 348      | High Falls Business Park LLC                 | 6/6/2017           | 8/3/2017                       | \$555,000.00         | \$555,000.00       | \$380,071.49         | \$65,000.00     | \$620,000.00       | 0            | 1              | 1              | Ulster      |
| 346      | Nordic House Owner LLC                       | 6/6/2017           | 9/6/2017                       | \$369,375.00         | \$369,375.00       | \$0.00               | \$680,625.00    | \$1,050,000.00     | 0            | 3              | 3              | Greene      |
| 352      | Town of Bovina                               | 7/5/2017           | 9/28/2017                      | \$75,000.00          | \$75,000.00        | \$0.00               | \$25,225.00     | \$100,225.00       | 1            | 1              | 0              | Delaware    |

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|----------|-------------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 347      | Westwind Estates, LLC                     | 5/2/2017           | 10/11/2017                     | \$550,000.00         | \$495,000.00       | \$383,305.88         | \$150,000.00   | \$700,000.00       | 6            | 13             | 7              | Ulster      |
| 104      | Town of Andes                             | 8/1/2017           | 10/19/2017                     | \$65,483.83          | \$65,483.83        | \$0.00               | \$0.00         | \$65,484.00        | 0            | 0              | 0              | Delaware    |
| 16       | Drew/Natasha Shuster                      | 8/1/2017           | 10/24/2017                     | \$188,473.00         | \$188,473.00       | \$117,452.11         | \$0.00         | \$188,473.00       | 8            | 8              | 0              | Greene      |
| 49       | Town of Olive                             | 10/3/2017          | 11/21/2017                     | \$52,380.00          | \$52,380.00        | \$0.00               | \$0.00         | \$52,380.83        |              | 0              | 0              | Ulster      |
| 153      | BP Visions, Inc.                          | 11/7/2017          | 3/22/2018                      | \$63,925.00          | \$63,925.00        | \$0.00               | \$0.00         | \$63,925.00        | 0            | 0              | 0              | Delaware    |
| 275      | Fruition Chocolate, Inc.                  | 3/6/2018           | 4/17/2018                      | \$260,000.00         | \$260,000.00       | \$56,591.86          | \$140,000.00   | \$400,000.00       | 6            | 9              | 3              | Ulster      |
| 145      | Joseph A. Dabritz                         | 4/12/2018          | 5/18/2018                      | \$132,559.06         | \$132,559.06       | \$0.00               | \$0.00         | \$132,559.06       |              |                |                | Delaware    |
| 343      | Catskill Watershed Corporation            | 9/4/2018           | 9/4/2018                       | \$15,700,964.40      | \$14,263,130.13    | \$645,930.07         | \$5,000,000.00 | \$19,155,300.00    | 0            | 42             | 42             | Delaware    |
| 119      | Groff and Hoyt Enterprises, Inc.          | 7/9/2018           | 9/6/2018                       | \$100,000.00         | \$100,000.00       | \$41,230.87          | \$0.00         | \$100,000.00       | 0            | 0              | 0              | Delaware    |
| 87       | Catskill Revitalization Corporation, Inc. | 6/5/2018           | 11/29/2018                     | \$500,000.00         | \$500,000.00       | \$340,627.68         | \$170,500.00   | \$670,500.00       | 8            | 15             | 7              | Delaware    |
| 325      | The Mark Project                          | 2/5/2019           | 3/21/2019                      | \$496,693.00         | \$151,200.00       | \$0.00               | \$496,693.00   | \$496,693.00       | 1            | 0              | 0              | Delaware    |
| 222      | West Branch Holdings LLC                  | 6/5/2018           | 6/13/2019                      | \$237,000.00         | \$237,000.00       | \$169,547.01         | \$50,000.00    | \$250,000.00       | 4            | 7              | 3              | Delaware    |
| 387      | Starlite Motel LLC                        | 4/2/2019           | 7/18/2019                      | \$800,000.00         | \$812,905.23       | \$738,050.16         | \$90,000.00    | \$740,000.00       | 0            | 2              | 2              | Ulster      |
| 112      | The Caelan Allen Corp.                    | 9/24/2019          | 9/26/2019                      | \$100,000.00         | \$100,000.00       | \$82,195.41          | \$0.00         | \$100,000.00       | 2            | 2              | 0              | Delaware    |
| 390      | Hubbell, Inc.                             | 7/2/2019           | 10/24/2019                     | \$290,327.06         | \$290,327.06       | \$0.00               | \$0.00         | \$290,327.06       | 10           | 11             | 1              | Delaware    |
| 389      | Stony Clove Ventures LLC                  | 5/7/2019           | 11/4/2019                      | \$185,590.00         | \$167,031.00       | \$0.00               | \$80,000.00    | \$265,590.00       | 0            | 2              | 2              | Greene      |
| 402      | Zandhoek Property LLC                     | 9/3/2019           | 12/12/2019                     | \$620,000.00         | \$620,000.00       | \$462,133.50         | \$90,000.00    | \$710,000.00       | 9            | 18             | 8              | Ulster      |
| 406      | J K & Sons Fuel Oil, Inc.                 | 9/3/2019           | 12/12/2019                     | \$280,000.00         | \$280,000.00       | \$0.00               | \$50,000.00    | \$330,000.00       | 10           | 2              |                | Delaware    |
| 61       | Masserson Properties, Inc.                | 6/6/2017           | 3/3/2020                       | \$1,200,000.00       | \$1,200,000.00     | \$0.00               | \$0.00         | \$1,200,000.00     | 0            | 0              | 0              | Delaware    |
| 410      | High Falls Pizza LLC                      | 12/3/2019          | 3/27/2020                      | \$405,660.00         | \$405,660.00       | \$314,464.19         | \$710,000.00   | \$12,600,000.00    | 0            | 15             | 15             | Ulster      |
| 411      | Nada Land Co., Inc.                       | 12/3/2019          | 3/27/2020                      | \$750,000.00         | \$750,000.00       | \$0.00               | \$500,000.00   | \$1,125,000.00     | 20           |                |                | Greene      |
| 413      | Danielle & David LLC                      | 12/3/2019          | 4/14/2020                      | \$200,000.00         | \$200,000.00       | \$0.00               | \$30,000.00    | \$230,000.00       |              |                |                | Ulster      |
| 407      | Argos Property Management, LLC            | 11/5/2019          | 5/15/2020                      | \$329,209.00         | \$329,209.00       | \$248,603.01         | \$67,000.00    | \$329,209.00       | 4            |                |                | Ulster      |
| 412      | Tito Bandito's                            | 12/3/2019          | 5/29/2020                      | \$90,000.00          | \$90,000.00        | \$71,018.50          | \$75,000.00    | \$165,000.00       | 3            | 4              | 4              | Ulster      |



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|----------|------------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|----------------|--------------------|--------------|----------------|----------------|-------------|
| 418      | <b>Maeve's Pretty Face LLC</b>           | 2/4/2020           | 6/26/2020                      | \$100,000.00         | \$100,000.00       | \$0.00               | \$22,000.00    | \$122,000.00       |              | 6              |                | Ulster      |
| 202      | Thomas E. Miner Jr. & Donald E. VanEtten | 3/3/2020           | 7/24/2020                      | \$178,000.00         | \$178,000.00       | \$0.00               | \$0.00         | \$178,000.00       | 0            | 0              | 0              | Delaware    |
| 21       | Windham Ventures, Inc.                   | 6/2/2020           | 4/13/2021                      | \$67,500.00          | \$67,500.00        | \$54,524.53          | \$10,000.00    | \$77,500.00        | 2            | 1              | 1              | Greene      |
| 429      | Tagsar Real Estate Holding LLC           | 6/1/2021           | 7/14/2021                      | \$225,000.00         | \$225,000.00       | \$177,309.03         | \$25,000.00    | \$250,000.00       | 3            | 5              | 2              | Delaware    |
| 247      | MTC Cable                                | 6/1/2021           | 8/31/2021                      | \$950,000.00         | \$950,000.00       | \$849,529.81         | \$430,000.00   | \$13,800,000.00    | 30           | 30             | 0              | Watershed W |
| 428      | Maple Shade Farm NY Inc.                 | 2/2/2021           | 8/31/2021                      | \$710,478.00         | \$710,478.00       | \$643,472.87         | \$0.00         | \$710,478.00       | 2            | 2              | 0              | Delaware    |
| 432      | Maneates Enterprises LLC                 | 9/7/2021           | 2/17/2022                      | \$385,000.00         | \$385,000.00       | \$0.00               | \$519,850.00   | \$904,850.00       | 0            | 5              | 5              | Delaware    |
| 220      | KDR Self Storage Inc.                    | 8/3/2021           | 3/10/2022                      | \$548,898.73         | \$548,898.73       | \$503,057.43         | \$89,000.00    | \$644,555.00       |              |                |                | Delaware    |
| 333      | Chappie's Properties LLC                 | 9/7/2021           | 3/10/2022                      | \$280,000.00         | \$287,523.68       | \$265,542.17         | \$214,430.00   | \$494,430.00       |              |                |                | Delaware    |
| 337      | Roxbury General LLC                      | 10/5/2021          | 3/31/2022                      | \$138,521.00         | \$138,521.00       | \$118,920.18         | \$14,250.00    | \$142,250.00       |              |                |                | Delaware    |
| 389      | Stony Clove Ventures LLC                 | 3/1/2022           | 6/2/2022                       | \$385,500.00         | \$365,508.63       | \$0.00               | \$98,004.00    | \$483,504.00       | 2            | 2              | 0              | Greene      |
| 298      | Union Grove Distillery LLC               | 1/4/2022           | 6/2/2022                       | \$450,000.00         | \$450,000.00       | \$411,357.06         | \$50,000.00    | \$500,000.00       | 2            | 2              | 0              | Delaware    |
| 418      | <b>Maeve's Pretty Face LLC</b>           | 3/1/2022           | 6/2/2022                       | \$184,772.58         | \$184,772.58       | \$158,865.32         | \$20,000.00    | \$204,772.58       | 6            | 6              | 0              | Ulster      |
| 436      | Mama's Boy Burgers, LLC                  | 6/7/2022           | 7/14/2022                      | \$240,000.00         | \$240,000.00       | \$220,111.15         | \$65,000.00    | \$408,500.00       |              |                |                | Greene      |
| 438      | Sherbois Properties LLC                  | 7/5/2022           | 8/15/2022                      | \$450,000.00         | \$450,000.00       | \$414,055.01         | \$50,000.00    | \$500,000.00       | 6            | 6              | 6              | Delaware    |
| 145      | Joseph A. Dabritz                        | 3/1/2022           | 10/18/2022                     | \$70,000.00          | \$50,000.00        | \$11,666.21          | \$0.00         | \$70,000.00        |              |                |                | Delaware    |
| 440      | Ladew Corners, LLC                       | 8/2/2022           | 2/17/2023                      | \$600,000.00         | \$600,000.00       | \$579,997.34         | \$1,904,000.00 | \$2,604,000.00     | 0            | 7              | 7              | Ulster      |
| 103      | Brussel Sprouts, LLC                     | 11/1/2022          | 3/9/2023                       | \$300,000.00         | \$300,000.00       | \$282,468.20         | \$18,000.00    | \$318,000.00       | 9            | 13             | 4              | Delaware    |
| 435      | Glenn's General Repair LLC               | 6/7/2022           | 3/30/2023                      | \$370,000.00         | \$370,000.00       | \$333,977.55         | \$138,608.00   | \$530,608.00       | 3            | 4              | 1              | Greene      |
| 325      | The Mark Project                         | 4/7/2022           | 3/30/2023                      | \$424,000.00         | \$100,000.00       | \$100,000.00         | \$424,000.00   | \$424,000.00       | 1            | 0              | 0              | Delaware    |
| 444      | South Street Corner LLC                  | 11/1/2022          | 3/30/2023                      | \$750,000.00         | \$750,000.00       | \$706,170.53         | \$153,000.00   | \$903,000.00       | 40           | 44             | 4              | Greene      |
| 445      | Dark Sky Hospitality LLC                 | 11/1/2022          | 4/19/2023                      | \$500,000.00         | \$500,000.00       | \$491,459.55         | \$1,000,000.00 | \$1,500,000.00     | 5            | 7              |                | Ulster      |
| 432      | Maneates Enterprises LLC                 | 2/7/2023           | 5/1/2023                       | \$531,337.00         | \$531,337.00       | \$531,231.22         | \$519,850.00   | \$1,051,187.00     |              | 15             |                | Delaware    |
| 336      | KMG Center Street LLC                    | 2/7/2023           | 5/11/2023                      | \$160,000.00         | \$160,000.00       | \$147,964.13         | \$36,000.00    | \$196,000.00       | 7            | 8              | 1              | Ulster      |

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|----------|------------------------------------|--------------------|--------------------------------|----------------------|--------------------|----------------------|------------------|--------------------|--------------|----------------|----------------|-------------|
| 447      | 43270NY28, LLC                     | 1/3/2023           | 5/25/2023                      | \$450,000.00         | \$450,000.00       | \$434,583.72         | \$90,000.00      | \$540,000.00       |              |                |                | Delaware    |
| 408      | McKenley Hollow LLC                | 1/7/2020           | 5/26/2023                      | \$883,000.00         | \$833,000.00       | \$816,942.06         | \$530,000.00     | \$3,356,000.00     |              |                |                | 5 Ulster    |
| 406      | J K & Sons Fuel Oil, Inc.          | 4/4/2023           | 6/15/2023                      | \$150,000.00         | \$150,000.00       | \$139,432.42         | \$110,064.00     | \$260,064.00       | 0            | 0              | 0              | Delaware    |
| 439      | BMTA LLC                           | 7/5/2022           | 6/15/2023                      | \$50,000.00          | \$50,000.00        | \$36,127.66          | \$52,150.00      | \$102,150.00       | 0            | 3              | 3              | Greene      |
| 450      | Liberty Thrive LLC                 | 8/1/2023           | 11/3/2023                      | \$352,000.00         | \$352,000.00       | \$340,741.22         | \$91,500.00      | \$443,500.00       | 5            | 5              | 0              | Sullivan    |
| 451      | Jay Gould Memorial Reformed Church | 8/1/2023           | 12/7/2023                      | \$262,495.00         | \$150,296.90       | \$0.00               | \$262,495.00     | \$524,990.00       |              |                |                | Delaware    |
| 64       | Catskill Mountain Foundation, Inc. | 10/3/2023          | 12/28/2023                     | \$862,862.00         | \$862,862.00       | \$862,862.00         | \$862,862.00     | \$1,750,000.00     |              |                |                | Greene      |
| 437      | Accord LLC                         | 6/2/2022           | 1/26/2024                      | \$1,500,000.00       | \$1,350,000.00     | \$1,350,000.00       | \$6,000,000.00   | \$7,500,000.00     | 0            | 25             | 25             | Ulster      |
| 389      | Stony Clove Ventures LLC           | 1/2/2024           | 2/7/2024                       | \$635,500.00         | \$602,385.86       | \$602,385.86         | \$98,000.00      | \$733,500.00       | 1            | 1              | 0              | Greene      |
| 455      | 5399 Windham Holdings LLC          | 12/5/2023          | 4/16/2024                      | \$550,000.00         | \$550,000.00       | \$550,000.00         | \$118,000.00     | \$668,000.00       | 0            | 1              | 1              | Greene      |
| 400      | 784 Main Margaretville LLC         | 11/7/2023          | 4/17/2024                      | \$279,000.00         | \$279,000.00       | \$273,615.30         | \$39,640.00      | \$318,640.00       | 5            | 5              | 0              | Delaware    |
| 461      | LE Developers LLC                  | 5/7/2024           | 6/21/2024                      | \$937,880.00         | \$843,466.40       | \$843,466.40         | \$761,970.00     | \$1,699,850.00     | 3            | 1              | 1              | Sullivan    |
| 449      | Auction Facility One, LLC          | 1/31/2023          | 6/21/2024                      | \$1,500,000.00       | \$1,500,000.00     | \$1,473,394.77       | \$1,869,500.00   | \$3,369,500.00     | 35           | 43             | 8              | Delaware    |
| 463      | Andes Studios LLC                  | 7/2/2024           | 8/19/2024                      | \$570,000.00         | \$570,000.00       | \$570,000.00         | \$224,000.00     | \$794,000.00       | 0            | 2              | 2              | Delaware    |
| 465      | The Catskill Forest Association    | 7/2/2024           | 9/3/2024                       | \$337,210.00         | \$337,210.00       | \$334,442.60         | \$45,162.00      | \$382,372.00       |              |                | 0              | Delaware    |
| 170      | North Star Sun Creek Building, LLC | 9/3/2024           | 10/31/2024                     | \$250,000.00         | \$250,000.00       | \$247,121.31         | \$466,600.00     | \$716,000.00       |              |                |                | Ulster      |
| 464      | 44 Green, LLC.                     | 7/2/2024           | 10/31/2024                     | \$1,035,000.00       | \$1,035,000.00     | \$1,029,953.43       | \$315,000.00     | \$1,350,000.00     | 15           |                |                | Ulster      |
| 48       | Village of Walton                  | 12/3/2024          | 1/22/2025                      | \$600,000.00         | \$0.00             | \$0.00               | \$1,000,000.00   | \$1,600,000.00     |              |                |                | Delaware    |
|          |                                    |                    |                                | \$134,941,262.13     | \$114,456,770.18   | \$30,228,180.36      | \$166,418,389.96 | \$321,709,097.77   | 4126         | 5587           | 1520           |             |

**BOARD & COMMITTEE SCHEDULE**  
**March 4, 2025**

| <u>COMMITTEE</u>                  | <u>CHAIRPERSON</u>     | <u>DATE</u>                 | <u>TIME</u>                                                     | <u>NOTE</u> |
|-----------------------------------|------------------------|-----------------------------|-----------------------------------------------------------------|-------------|
| <b>STORMWATER/<br/>WASTEWATER</b> | James Sofranko         | <b>Tuesday<br/>03-04-25</b> | <b>9:00 AM</b>                                                  |             |
| <b>SEPTIC</b>                     | Arthur Merrill         | <b>Tuesday<br/>03-04-25</b> | <b>IMMEDIATELY<br/>FOLLOWING<br/>STORMWATER/<br/>WASTEWATER</b> |             |
| <b>POLICY</b>                     | Innes Kasanof          | <b>Tuesday<br/>03-04-25</b> | <b>IMMEDIATELY<br/>FOLLOWING<br/>SEPTIC</b>                     |             |
| <b>FINANCE/FISCAL<br/>AUDIT</b>   | Arthur Merrill         | <b>Tuesday<br/>03-04-25</b> | <b>IMMEDIATELY<br/>FOLLOWING<br/>POLICY</b>                     |             |
| <b>GOVERNANCE</b>                 | TBD                    | <b>Tuesday<br/>03-04-25</b> | <b>IMMEDIATELY<br/>FOLLOWING<br/>FINANCE</b>                    |             |
| <b>LAND</b>                       | Christopher<br>Mathews | <b>Tuesday<br/>03-04-25</b> | <b>IMMEDIATELY<br/>FOLLOWING<br/>GOVERNANCE</b>                 |             |
| <b>ECO. DEVL.</b>                 | Rich Parete            | <b>Tuesday<br/>03-04-25</b> | <b>IMMEDIATELY<br/>FOLLOWING<br/>LAND</b>                       |             |
| <b>PUBLIC<br/>EDUCATION</b>       | Tina Molé              | <b>Tuesday<br/>03-04-25</b> | <b>IMMEDIATELY<br/>FOLLOWING<br/>ECO. DEVL.</b>                 |             |
| <b>BOARD</b>                      | Tina Molé              | <b>Tuesday<br/>03-04-25</b> | <b>IMMEDIATELY<br/>FOLLOWING<br/>PUBLIC ED.</b>                 |             |
| <b>SPORTING<br/>ADVISORY</b>      | Steven Roff            | <b>TBD</b>                  | <b>TBD</b>                                                      |             |

Minutes  
CATSKILL WATERSHED CORPORATION  
Wastewater/Stormwater Committee Tuesday, January 7, 2025 @ 9:00 AM

Attendees: James Sofranko (Director), Tina Mole (Director), Dave Warne (DEP), Chris Mathews (Director), Joeseeph Cetta (Director), Thomas Snow (DEC), John Kosier (Director), Allen Hinkley (Director), Jeff Senterman (Director).

Others: John Mathiesen (CWC), Jason Merwin (CWC), Tim Cox (CWC), Racheal Burger (CWC), Lindsay Ballard (CWC), Barbara Puglisi (CWC), Donald Brown (CWC), Eric Lane (CWC), Jim Martin (CWC), Sam Costa (CWC), Jessica Fiedler (CWC), Lynn Kavanagh (CWC), Gemma Young (CWC), Joeseeph Bacci (CWC), Arthur Merrill (Director), Tom Hoyt (Director), George Haynes (Director), Alicia Terry (Director), Innes Kasanof (Director), Rich Parete (Director), John Schwartz (DEP), Michael Myers (DEP), Matt Giannetta (DEP), Aaron Bennett (DEP), Nick Sadler (DEP), Gerson Tavaréz (DEP), Patrick Palmer (DOH), Michael MaLoney (DOH). Via Zoom; Thomas Stalter (DEP), Lisa Melville (DOS), John Winbush (DOS), Pauline Wanjugi (DOH), Dymitry Ostapyshyn (DEP), Nick Carbone (Delaware County Watershed Affairs).

The meeting was called to order by James Sofranko at 9:02 AM.

- I. Review minutes from December 3, 2024 meeting. Minutes approved as written by a motion from Joseph Cetta and the motion was seconded by Allen Hinkley. Motion carried.

## **1. Community Wastewater Management Program**

### **General Project Updates:**

#### **CWMP III**

**New Kingston** –All work within the scope of the project is now completed. There will be some minor punch list items that will need to be addressed. All pay apps. and change orders are currently under review by Lamont Engineers and will be submitted by the end of the year along with all closeout documents. The standard 1 and 2 year inspections will be done over the next couple of years.

All work related to the stream project has been completed as of 7/11/2024 and photos have been sent to the NYSDEC of the completed project. The contract will remain open until the summer of 2025 in order to ensure any follow up restoration work that may be needed after going through the winter and spring weather cycle. Lamont will close out the permit with the DEC at that time.

**Halcottsville**- On 9/29/2017, the NYCDEP approved the Block Grant for Halcottsville for a total of \$11,454,000.00 with the additional funding being added to the Block Grant to cover all expenses. The project will be a large diameter gravity sewer with pump station and force main connecting to the NYCDEP Margaretville WWTP. O&M costs are estimated at \$69,000.00 per year. There will be 53 hookups being tied into the system.

Hubbell Inc. was the low bidder at \$8,880,563.00. At the 2/9/2022 Town of Middletown Board meeting, the board voted to accept and award Hubbell Inc. as the low bidder.

Hubbell's began work as of July 13, 2022 on the main pump station and pump station #1.

The force mains, pre-cast units and lateral stubs have all been completed. Lamont and Hubbell's have received the go ahead to hook the force main line into the last city manhole in front of the Rec. Center. This was completed on 5/30/24.

7/18/24-All of the test forms, as built and O&M manuals have been submitted to the DEC and the DEP and the approval from the DEC has been given to complete lateral hookups as of 8/21/24. Hubbell's started completing the lateral hookups on 8/30/24. As of 12/03/24, the last lateral connection was made and dirty water startup will follow in the coming weeks.

A new Jetter had to be ordered to fit the needs of the project. The one that was delivered was oversized for the needs of the project.

The pump at pump station one has been taken out of service since it won't prime and hold it or re-prime. This is being looked into for the repairs that will be needed.

There were a couple of concerns with some of the paving that was done such as the slope of it and a higher seam in the middle of the street as well as settlement issues around the manhole locations in the hamlet of Halcottsville. All agreed to take a closer look at this in the spring of 2025 after another freeze thaw cycle. All restoration work and paving will be completed in the spring of 2025. More than likely, the one lane will need to be removed, compacted better, reclaimed and repaved. Those that were at the meeting were Town of Middletown Highway Superintendent, CWC, Lamont, Hubbell's and Cobleskill Stone and Paving.

**Shokan-** On August 10, 2020, the NYCDEP approved the Block Grant for the Shokan project for a total not to exceed \$48,715,000.00. This will provide funding of a wastewater project for the hamlet of Shokan and making modifications to the existing Boiceville WWTP.

It has been determined that the costs for this project will be closer to \$75 million. It now appears that the remaining funds that are needed for the project are being put into place by the City and the balance of funds needed will come out of CWC's CFF Program with that amount being used to be reimbursed to CFF once completed.

There are approximately a total of 525 lateral connections being projected for the hamlet of Shokan.

The current estimated flow for Shokan is 166,000 gpd.

There will be a total of 8 contracts, the last contract will be for approximately 60 water meters to be installed.

Lamont has submitted the 95% drawings to the DEP for the Boiceville Facility Plan. Lamont continues working on the design phase work for the Shokan WW project and plan to submit the 95% design drawings once all easements has been obtained by either signatures or going through the imminent domain process. 95% submission of the Boiceville force main has been sent to the DEP for their review and comments. 95% of the Boiceville WWTP conversion drawings was submitted 9/6/24. 95% submission of the Shokan WWTP was submitted on 10/4/24. Lamont is currently addressing all comments on all the 95% submittals.

Approximately 99% of the data on occupied properties has been collected. (474 of the 475). Data collection is ongoing.

There will be 35 grinder pump stations proposed for the district and 8 collection system pump stations.

Lamont has finalized the SPDES permit application revisions and submitting to the NYSDEC on 9/5/24. All stormwater permits and SWPPP will be submitted to the DEC, DEP, and the ACOE.

Lamont Engineers has identified critical easements needed for the collection system. 3 large areas that will need 20' wide x up to 2,000' long. Lamont plans to prioritize the easements for the pump stations and critical layouts. As of

12/03/24, there are 9 outstanding easements remain with 16 easements are no longer needed. There will be possibly 5 remaining easements that will be definite no and will need to go through the imminent domain process.

Also, there has been deadlines for letters that are sent to property owners to respond to the Imminent Domain process.

Bidding is anticipated to be done in May or June 2025. There will be several pre-bid meetings held since there will be 8 separate contracts.

## **2. Future Stormwater Program**

*No new applications*

## **3. Stormwater Retrofit Program**

*No new applications*

## **4. Local Flood Hazard Mitigation**

**Property Owner:**

**Contact Person:**

**Address:**

**LFA Recommendation:**

**Project Category:**

**Phase:**

**Project Description:**

## **5. Other:**

There are 2 demos in the NYCFBO program that were recently bid in the Town of Shandaken at 609 and 620 Oliverea Road. There were 3 bids received to complete both demos under one bid. The low bidder was Tweedie Construction at \$112,249.00. The next lowest bid was Dan's Demo and Hauling at \$131,000.00 and the third bid was Eberhardt Construction at \$315,613.00.

A motion was made by Joe Cetta to accept Tweedie Construction's bid of \$112,249.00 to have both the demo's completed. The motion was seconded by Tina Mole, motion carried.

II. Next meeting scheduled for Tuesday, February 4, 2025

III. Adjournment 9:11 AM



**Catskill Watershed Corporation**  
**Septic Committee Meeting**  
**January 7, 2025**  
**Draft Minutes**

**Attendance:**

Committee Members: Arthur Merrill (Director), Tina Molé (Director), Richard Parete (Director), Alicia Terry (Director), George Haynes, Jr. (Director), Allen Hinkley (Director), Thomas Hoyt (Director), Jason Merwin (CWC), Thomas Snow (NYSDEC), David Warne (NYCDEP)

Others: Joseph Bacci (CWC), Lindsay Ballard (CWC), Alyssa Bemen (NYSDOH) Aaron Bennett (NYCDEP), Donald Brown (CWC), Nick Carbone (Delaware County Watershed Affairs by Zoom), Joseph Cetta (Director), Samantha Costa (CWC), Timothy Cox (CWC), Heidi Emrich (Ulster County Dept. of Environment), Jessica Fiedler (CWC), Matthew Gianetta (NYCDEP), Heidi Haynes (NYCDEP by Zoom), Todd Henderson (CWC), Mitchell Hull (CWC), John Jacobson (CWC), Innes Kasanof (Director), Lynn Kavanagh (CWC), John Kosier (Director), Eric Lane (CWC), Michael Maloney (NYSDOH), James Martin (CWC), Sonia Martinez (CWC), Christopher Matthews (Director), Lisa Melville (NYS DOS/WPPC by Zoom) Michael Meyers (NYCDEP), Dymitry Ostapyshyn (NYCDEP by Zoom), Patrick Palmer (NYSDOH), Barbara Puglisi (CWC), Nicholas Sadler (NYCDEP), Jeffrey Senterman (Director), John Schwartz (NYCDEP), Madeline Silecchia (Environmental Analyst NEIWPC by Zoom), James Sofranko (Director), Thomas Stalter (NYCDEP by Zoom), Gerson Tavarez (NYCDEP), Shiloh Williams (NYCDEP), John Winbush (NYS DOS by Zoom), Gemma Young (CWC)

- I. Arthur Merrill called the meeting to order at 9:10 AM.
- II. Minutes from the December, 2024 Committee Meeting were reviewed and approved as written.
- III. Septic Program:
  - A. **Terrence Doyle Over \$30,000.00:** Mr. Doyle's residence is located at 37 Forest Road, Grahamsville New York 12740 in the Town of Neversink. CWC staff determined that his septic system is failing. His engineer is Thomas Ward, P.E. His contractor is Sheeley Oil Excavating. Mr. Doyle signed into the program on March 7, 2024. His Design Application was received by NYCDEP on August 20, 2024 and deemed complete on September 6, 2024. His septic system design was recommended for NYCDEP Design Approval on October 4, 2024. Mr. Doyle's two-year deadline is March 7, 2026. His proposed septic system will serve a three-bedroom house. Major components of this system include a 1,000 gallon septic tank, a pump chamber, 15 linear feet of gravity pipe, 70 linear feet of force main, one distribution box, an effluent filter, 360 cubic yards of absorption fill material, 250 linear feet of absorption trench, 200 linear feet of curtain drain, 30 linear feet of curtain drain outlet pipe and site restoration. Four quotes were received for this project. They were \$47,512.00, \$49,559.00, \$52,675.00 and \$54,832.00. The lowest quote, submitted by Sheeley Oil Excavating, is below the staff estimated cost of construction based on the Schedule of Values. The Committee recommended that a resolution be brought

before the Board of Directors to reimburse Terrence Doyle in the amount not to exceed \$47,512.00 to build his septic system.

- B. Joseph Krum Over \$30,000.00:** Mr. Krum's residence is located at 12 Mutton Hill Road, Neversink, New York 12765 in the Town of Neversink. CWC staff determined that his septic system is Likely to fail. His engineer is Thomas Ward, P.E. His contractor is B. Rogerson Excavating. Mr. Krum signed into the program on May 29, 2024. His Design Application was received by NYCDEP on August 16, 2024 and deemed complete on August 30, 2024. His septic system design was recommended for NYCDEP Design Approval on December 3, 2024. Mr. Krum's two-year deadline is May 29, 2026. His proposed septic system will serve a two-bedroom house. Major components of this system include a 1,000 gallon septic tank, a pump chamber, 15 linear feet of gravity pipe, 195 linear feet of force main, one distribution box, an effluent filter, 100 cubic yards of absorption fill material, 192 square feet of Eljen units, seven cubic yards of C-33 sand and site restoration. B. Rogerson Excavating has submitted a quote of \$34,993.00 for this project. This amount is within 10% of the staff estimated cost of construction based on the Schedule of Values. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Joseph Krum in the amount not to exceed \$34,993.00 to build his septic system.
- C. Simone Smith Over \$30,000.00:** Ms. Smith's residence is located at 2152 Chambers Hollow Road, Walton, New York 13856 in the Town of Hamden. CWC staff determined that her septic system is likely to fail. Her engineer is Steele Brook Engineering PLLC. Her contractor is Robinson Brothers Excavating. Ms. Smith signed into the program on May 19, 2023. Her Design Application was received by NYCDEP on May 22, 2024 and deemed complete on June 27, 2024. Her septic system design was recommended for NYCDEP Design Approval on August 16, 2024. Ms. Smith's two-year deadline is May 19, 2025. Her proposed septic system will serve a four-bedroom house. Major components of this system include a 1,250 gallon septic tank, a siphon chamber, 130 linear feet of gravity pipe, 356 cubic yards of absorption fill material, one distribution box, an effluent filter, 300 linear feet of absorption trench, 125 linear feet of curtain drain, 68 linear feet of curtain drain outlet pipe, 150 linear feet of improved swale, 12 linear feet of six-inch sleeve and site restoration. Three quotes were received for this project. They were \$42,514.07, \$44,422.93 and \$47,910.00. The lowest quote, submitted by Robinson Brothers Excavating, is below the staff estimated cost of construction based on the Schedule of Values. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Simone Smith in the amount not to exceed \$42,514.07 to build her septic system.
- D. Town of Jewett Over \$30,000.00:** The Town of Jewett municipal building is located at 3547 County Route 23C, Hunter, New York 12442 in the Town of Jewett. CWC staff determined that their septic system is likely to fail. The engineer is Lamont Engineers. The contractor is Maggio & Sons. Greg Kroyer, Town Supervisor, signed into the program on January 17, 2024. Their two-year deadline is January 17, 2026. The proposed septic system will serve a highway garage and Town offices. Major components of this system include a 1,000 gallon H 20 septic tank, an H 20 pump chamber, 62 linear feet of gravity pipe,

140 linear feet of force main, 32 cubic yards of absorption fill material, two Puraflo Coir modules, 38 pill blocks, three cast iron risers and site restoration. Six quotes were received for this project. They were \$64,684.00, \$74,000.00, \$79,320.00, \$82,852.00, \$109,079.00 and \$174,000.00. Maggio & Sons submitted the lowest quote. This is a prevailing wage project. The Schedule of Values does not apply. The Committee recommended that a resolution be brought before the Board of Directors to reimburse The Town of Jewett in the amount not to exceed \$64,684.00.00 to build their septic system.

- E. Winnisook, Incorporated:** Winnisook, Incorporated's Multi Cottage is located at 93 Winnisook Club Road, Oliverea, New York 12410 in the Town of Shandaken. CWC staff determined that their septic system is likely to fail. This project is eligible for 100% reimbursement of reasonable costs. The engineer is Rex Sanford, P.E. The contractor is Estes Plumbing & Excavation. The proposed septic system will serve a four-bedroom house. Frank Slingerland, Club President of Winnisook, Incorporated, signed into the program on June 18, 2024. Their two-year deadline is June 18, 2026. An invoice for \$29,262.99 has been received for an access road for septic system construction. Components of this road include 41 hours of rock hammering, 25 hours of machine time, 131 cubic yards of road base, 12 hours use of a four by four truck and removing 23 trees.

Jason discussed this project. There are many buildings on this property. Three are going through the Expanded Septic Program. Mitch had discussed access roads for these three sites. Access roads were necessary to get an excavator to test pit locations. Jason had agreed to pay for them. While reviewing checks, Jason noted that there were no Design Approvals.

A design was submitted for the Multi Cottage was today. CWC does not provide reimbursement before Design Approval. The contractor is in a tough situation. He has supplied materials and done the work of building access roads. The total cost of the three access roads is \$87,947.34. Jason stressed that we want to make sure Septic Program funding goes to septic projects, not to build a driveway.

David Estes, the project contractor, spoke to the Committee. He said that he talked to Mitch about the roads before he started. This is not an ordinary site. The rock was so hard that he broke the tip of his hammer while building the roads. He said that if the Rule requiring Design Approval before paying for an access road had been mentioned that he would have pressured the engineer to complete designs.

The Winnisook Incorporated property will be a large project. There are 15 houses and a dining hall that seats 100. The two-year deadline will be difficult to meet. David said he will try to do test pits tomorrow at the two other sites. He has a long history of working with CWC. He thanked the Committee for listening.

David Warne asked if construction costs to build the systems will be considered additional costs with multiple bids. They will. These three are individual

systems. Some other houses will be on a community system. A suggestion was made to temporarily suspend the Program Rule so the contractor can be paid. Jason expressed concern that the access roads could become driveways. He added that the contractor had done everything right.

David Estes said that his bills were for separate projects and that they are each less than \$30,000.00 and would not need three quotes. Most access roads are removed and the area restored. These may be left. The roads will be used for construction as well.

The Winnisook property is on Slide Mountain. Headwaters of both the Esopus and Neversink are within its bounds. David Estes said that the club is committed to completing the project. Existing systems are pipe to rocks. New designs will be for enhanced treatment. Mitch has a design for Nulti Cottage. It is a Presby system.

Ways to avoid setting a precedent were discussed. Waiving the Rule temporarily or requiring Design Approval within 18 months were considered. Next steps will be expensive and time consuming. There is a Direct Payment form on file for these projects.

The Committee recommended that Winnisook, Incorporated be reimbursed \$29,262.99 for an access road to build a septic system for Nulti Cottage.

- F. Winnisook, Incorporated:** Winnisook, Incorporated's Fairservice Cottage and Guest House is located at 71 Winnisook Club Road, Oliveria, New York 12410 in the Town of Shandaken. CWC staff determined that their septic system is likely to fail. The engineer is Rex Sanford, P.E. The contractor is Estes Plumbing & Excavation. Frank Slingerland, Club President of Winnisook, Incorporated, signed into the program on June 18, 2024. Their two-year deadline is June 18, 2026. The proposed septic system will serve a four-bedroom house. An invoice for \$29,255.00 has been received for an access road for septic system construction. Components of this road include 30 hours of rock hammering, 48 hours of machine time, 125 cubic yards of road base, 18 hours use of a four by four truck and removing 25 trees. See discussion in Item E. The Committee recommended that Winnisook, Incorporated be reimbursed \$29,255.00 for an access road to build a septic system for Fairservice Cottage and Guest House.
- G. Winnisook, Incorporated:** Winnisook, Incorporated's VanKleeck Cottage is located at 81 Winnisook Club Road, Oliveria, New York 12410 in the Town of Shandaken. CWC staff determined that their septic system is likely to fail. The engineer is Rex Sanford, P.E. The contractor is Estes Plumbing & Excavation. Frank Slingerland, club president of Winnisook, Incorporated, signed into the program on June 18, 2024. Their two-year deadline is June 18, 2026. The proposed septic system will serve a five-bedroom house. An invoice for \$29,429.35 has been received for an access road for septic system construction. Components of this road include 31 hours of rock hammering, 46 hours of machine time, 140 cubic yards of road base, 15 hours use of a four by four truck and removing 25 trees. See discussion in Item E. The Committee recommended

that Winnisook, Incorporated be reimbursed \$29,255.00 for an access road to build a septic system for VanKleeck Cottage.

- H. Matthew Davis Additional Cost:** Mr. Davis' residence is located at 108 Betty Brook Road, South Kortright, New York 13842 in the Town of Kortright. His engineer is Headwaters Engineering, PLLC. His contractor is A&M Excavating. This project was previously approved for \$39,000.00. A subpanel was necessary to power the pump. Two trees had to be removed that were not on the plan. The contractor has requested \$1,750.00 for the added work. This amount appears to be reasonable and justified. The total project cost will be \$40,750.00. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Matthew Davis in the amount not to exceed \$1,750.00 for additional costs to build his septic system.
- I. John Donaleski Additional Cost:** Mr. Donaleski's residence is located at 572 Rossman Road, Denver, New York 12421 in the Town of Roxbury. His engineer is Rex Sanford, P.E. His contractor is Maduri Excavating. This project was previously approved for \$72,744.50. Several boulders had to be removed from the absorption field and curtain drain area to complete this system. They were spread and reclaimed onsite. Removal of the boulders left voids requiring an additional 45 cubic yards of absorption fill material. Runoff from the driveway was compromising the new septic tank. The engineer directed the contractor to install 50 linear feet of swale to redirect water away from the new system. The contractor has requested \$6,274.05 for the added work. This amount appears to be reasonable and justified. The total project cost will be \$79,018.55. The Committee recommended that a resolution be brought before the Board of Directors to reimburse John Donaleski in the amount not to exceed \$6,274.05 for additional costs to build his septic system.
- J. Steven Golden Additional Cost:** Mr. Golden's residence is located at 718 High Point Mountain Road, West Shokan, New York 12494 in the Town of Olive. His engineer is Rex Sanford, P.E. His contractor is Burns Enterprises, LLC. This project was previously approved for \$41,922.87. Ledge rock was encountered during installation of the septic tank, dosing tank and gravity pipe. The contractor had to hammer eight hours to attain necessary depths. Excavated rock was spread and reclaimed onsite. Twenty-four cubic yards of random fill material were brought to the site to backfill the tanks. The contractor has requested \$4,436.76 for the added work. This amount appears to be reasonable and justified. This is a secondary residence eligible for 60% reimbursement of eligible costs.  $\$4,436.76 \times 60\% = \$2,662.06$ . The total project cost will be \$44,584.93. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Steven Golden in the amount not to exceed \$2,662.06 for additional costs to build his septic system.
- K. Roger Spahn Additional Cost:** Mr. Spahn's residence is located at 2464 South River Road, Walton, New York 13856 in the Town of Walton. His engineer is Steele Brook Engineering PLLC. His contractor is Jarred Robinson. This project was previously approved for \$37,254.91. The lawn was too soft for trucks to get to the absorption field area at the time of construction. One hundred-twenty linear feet of access road was needed. Additional restoration was necessary. The

contractor has requested \$5,382.00 for the added work. This amount appears to be reasonable and justified. The total project cost will be \$42,636.91. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Roger Spahn in the amount not to exceed \$5,382.00 for additional costs to build his septic system.

- L. **Rick's Tire Service, LLC Additional Cost:** Rick's Tire Service, LLC is located at 59898 State Route 30, Grand Gorge, New York 12434 in the Town of Roxbury. The engineer is Steele Brook Engineering PLLC. The contractor is William Walcutt. This project is eligible for 100% reimbursement of reasonable costs under the Expanded Septic Program. It was previously approved for \$41,700.00. Large amounts of debris were encountered during excavation for the tanks. Thirty cubic yards of random fill material was brought in to backfill. Four concrete blocks had to be added along the absorption area to prevent vehicles from driving on the new system. The contractor has requested \$2,006.90 for the added work. This amount appears to be reasonable and justified. The total project cost will be \$43,705.90. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Rick's Tire Service, LLC in the amount not to exceed \$2,005.90 for additional costs to build their septic system.
  
- M. **Anna Freiburg Second Time Repair:** Ms. Freiburg's residence is in the Town of Franklin, Section, Block and Lot number 167-3-10.2. This project was paid for in 2003 under the Reimbursement Program. The pump, control panel and floats stopped working. The homeowner has completed the repairs and the system is functioning. The septic tank was pumped in 2012 and 2024. The Committee recommended that a resolution be brought before the Board of Directors to approve Anna Freiburg for a second time repair.
  
- N. **Anthony George Second Time Repair:** Mr. George's residence is in the Town of Shandaken, Section, Block and Lot number 13.16-1-38. This project was paid for in 2009 under the Priority 6 Program. The pump has stopped working. The septic tank was pumped in 2012 and 2024. The Committee recommended that a resolution be brought before the Board of Directors to approve Anthony George for a second time repair.
  
- O. **12/31/24 Annual Reimbursement Eligibility:** An extension to the Annual Reimbursement Program has allowed property homeowners who had septic systems repaired or replaced during the past year who were not eligible otherwise to apply for reimbursement.

Tim Cox said that Annual Reimbursement began when only homes within a specified distance from a watercourse were eligible for Septic Program funding. It allowed reimbursement to homeowners who were outside these areas and had repaired their systems over the previous year. The Septic Program is available watershed wide now.

The only area still ineligible is the proposed Phoenicia Sewer District. Residents there can apply to this program. Mitch said that CWC pays for two to three septic systems a year through the Annual Reimbursement Program.

The Committee recommended that a resolution be brought before the Board of Directors to extend Annual Reimbursement Eligibility to December 31, 2024.

- P. Septic Maintenance:** Eric Lane reported that 88 pump out costs were reimbursed to property owners last month. A total of 714 pump out costs were reimbursed to property owners in 2024. This was the most ever.

Prattsville is behind with their Feasibility Study to accept septage. They may need an extension. Windham's Feasibility Study is done. They have the potential to accept 39,000 gallons of septage per day. There was some concern about copper levels. Further research showed that it is suspended, not dissolved, making treatment for it easier. The plant operators want to begin accepting 10,000 gallons per day.

- Q. Septic Cluster:** No report.

- R. Septic Update:** Mitch Hull reported that 29 septic system repair costs were reimbursed to property owners last month. A total of 281 septic systems were repaired with program funding in 2024. It was a good year.

- S. Other:** Tim Cox informed the Committee that he had his septic tank pumped out and will apply for 50% reimbursement under the Maintenance Program.

IV. The next Septic Committee Meeting was scheduled for February 4, 2025.

VI. The meeting was adjourned at 9:53 AM.



## **CWC POLICY COMMITTEE**

### **DRAFT MINUTES**

**JANUARY 7, 2025**

Members Present: Innes Kasanof, David Warne, Richard Parete, Tina Molé, Alicia Terry, Chris Mathews, Thomas Snow

CWC Staff Present: Timothy Cox, Jason Merwin, Jim Martin, Donald Brown, Barbara Puglisi, Lynn Kavanagh, Jessica Fiedler, Samantha Costa, Lindsay Ballard, Gemma Young and Joseph Bacci

#### **Others Present**

John Schwartz (NYCDEP), Aaron Bennett (NYCDEP), Mike Myers (NYCDEP), Gerson Tavarez (NYCDEP), Patrick Palmer (NYSDOH), Mike Maloney (NYSDOH), Nick Sadler (NYCDEP), Matt Gianetta (NYCDEP) and Heidi Emrich (Ulster County Department of Environment),

#### **Others Present Via Zoom**

Lisa Melville (NYDOS), John Winbush (NYDOS), Pauline Wanjugi (NYSDOH), Nick Carbone (Watershed Affairs Coordinator), Tom Stalter (NYCDEP), Dymitry Ostapyshyn (NYCDEP) and Heidi Haynes (NYCDEP)

- I. Call to Order at 9:58 am
- II. December, 2024 Minutes unanimously approved upon motion of Christopher Mathews and second by Tina Molé
- III. 2025 Election Update  
Tim Cox explained that nominations are due no later than January 31, 2025. Currently, Alicia Terry has been nominated for Schoharie County and James Sofranko for Ulster County.
- IV. EEOC Officer  
Tim Cox explained that in February, 2003 he was appointed by the CWC Board to be the equal opportunity employment officer. With CWC's recent hiring of Gemma Young as Human Resources Director, the equal opportunity employment officer appointment should also go to her.
- V. Other

Tim Cox noted he had reviewed annual meeting requirements in the CWC By-Laws. An annual meeting is required to be held but there is no month specified in the By-Laws. Tim continued that if the Board wants to hold an information/annual meeting style event in warmer months and outside of the legislative calendar, the options are to schedule a later annual meeting, or to a new public informational meeting in the summer.

Tim concluded that there is no rush in making a decision. The 2025 annual meeting is set for April 1<sup>st</sup>, and election schedule for 2026 won't be worked on until autumn. Tim offered to put together a memo discussing options.

Gemma Young explained that she had worked with Jason and Tim on revising CWC Personnel Policies into an Employee Handbook. Updates will include a social media policy and tiered discipline. The schedule is for the Policy Committee to review next month and for potential Board approval at the March meeting.

VI. Next Meeting scheduled for February 4, 2025

VII. Adjourned at 10:24 am

**CWC Finance Meeting**  
**January 7, 2025**  
**DRAFT MINUTES**

**Committee Members Attending:** Joseph Cetta, Innes Kasanof, John Kosier, Arthur Merrill, Jason Merwin, Richard Parete, Thomas Snow, Alicia Terry, David Warne

**MINUTES**

- I. Call To Order**
- II. Review Minutes From Previous Meeting** – Accepted as presented.
- III. Review November Financial Statements** – The November financial statements and the supplemental schedules were presented to the Committee. The 2024 external audit has been scheduled for the week of February 3rd. Investments were briefly discussed.
- IV. Other** - None
- V. Schedule Next Meeting** – The next Finance Committee meeting will be held on February 4, 2025.
- VI. Adjournment**

**RESOLUTION NO. 5590**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$35,000:  
TERRANCE DOYLE**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the homeowner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, CWC staff has reviewed four construction quotes, including the lowest quote for the septic system repair in the amount of Forty-Seven Thousand Five Hundred Twelve Dollars (\$47,512.00); and

**WHEREAS**, the contractor’s quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

**WHEREAS**, the CWC staff have determined the eligible amount of Forty-Seven Thousand Five Hundred Twelve Dollars (\$47,512.00) to be a reasonable cost for this system in accordance with the schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Forty-Seven Thousand Five Hundred Twelve Dollars (\$47,512.00) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Forty-Seven Thousand Five Hundred Twelve Dollars (\$47,512.00).

**Terrence Doyle Over \$30,000:**

Address: 37 Forest Rd., Grahamsville, NY 12740

Town: Neversink

Bedrooms: 3

Engineer: Tom Ward P.E.

Contractor: Sheeley Oil Excavating

Sign in date: 3/7/24

Design Application received by DEP: 8/20/24

Design Application deemed complete: 9/6/24

Date Recommended for DEP Design Approval: 10/4/24

2-year deadline: 3/7/26

Homeowner and CWC staff received four quotes from unrelated contractors for the amount of \$47,512.00, \$49,559.00, \$52,675.00 and \$54,832.00. Major components of this system include a 1,000 gallon septic tank, a pump chamber, 15 linear feet of gravity pipe, 70 linear feet of force main, one distribution box, an effluent filter, 360 cubic yards of absorption fill material, 250 linear feet of absorption trench, 200 linear feet of curtain drain, 30 linear feet of curtain drain outlet pipe and site restoration. We received a quote for \$47,512.00. The low quote is below our estimated cost for construction. Therefore, we are requesting that the Septic Committee recommends to the Board of Directors that they accept this reimbursement request of \$47,512.00.

**RESOLUTION NO. 5591**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$30,000:**  
**JOSEPH KRUM**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, CWC staff has reviewed a construction quote submitted by a contractor for the septic system repair in the amount of Thirty-Four Thousand Nine Hundred Ninety-Three Dollars (\$34,993.00); and

**WHEREAS**, the contractor’s quote for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, the CWC staff have determined the eligible amount of Thirty-Four Thousand Nine Hundred Ninety-Three Dollars (\$34,993.00) to be a reasonable cost for this system in accordance with the schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Thirty-Four Thousand Nine Hundred Ninety-Three Dollars (\$34,993.00) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Thirty-Four Thousand Nine Hundred Ninety-Three Dollars (\$34,993.00).

**Joseph Krum Over \$30,000:**

Address: 12 Mutton Hill Road, Neversink, NY 12765

Town: Neversink

Bedrooms: 2

Engineer: Tom Ward P.E.

Contractor: B. Rogerson Excavating

Sign in date: 5/29/24

Design Application received by DEP: 8/16/24

Design Application deemed complete: 8/30/24

Date Recommended for DEP Design Approval: 12/3/24

2-year deadline: 5/29/26

Homeowner and CWC staff received a quote from a contractor in the amount of \$34,993.00. Major components of this system include a 1,000 gallon septic tank, a pump chamber, 15 linear feet of gravity pipe, 195 linear feet of force main, one distribution box, an effluent filter, 100 cubic yards of absorption fill material, 192 square feet of Eljen units, seven cubic yards of C-33 sand and site restoration. This amount is within 10% of the staff estimated cost of construction based on the Schedule of Values. Therefore, we are requesting that the Septic Committee recommends to the Board of Directors that they accept this reimbursement request of \$34,993.00.



**RESOLUTION NO. 5592**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$35,000:  
SIMONE SMITH**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the homeowner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, CWC staff has reviewed three construction quotes, including the lowest quote for the septic system repair in the amount of Forty-Two Thousand Five Hundred Fourteen Dollars and Seven Cents (\$42,514.07); and

**WHEREAS**, the contractor’s quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

**WHEREAS**, the CWC staff have determined that the eligible amount of the contractor’s quote of Forty-Two Thousand Five Hundred Fourteen Dollars and Seven Cents (\$42,514.07) to be a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Forty-Two Thousand Five Hundred Fourteen Dollars and Seven Cents (\$42,514.07) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement for a total not-to-exceed amount of Forty-Two Thousand Five Hundred Fourteen Dollars and Seven Cents (\$42,514.07)

**Simone Smith Over \$30,000:**

Address: 2152 Chambers Hollow Rd., Walton, NY 13856

Town: Hamden

Bedroom: 4

Engineer: Steele Brook Engineering

Contractor: Robinson Bros Excavating

Sign in date: 5/19/23

Design Application received by DEP: 5/22/24

Design Application deemed complete: 6/27/24

Date Recommended for DEP Design Approval: 8/16/24

2-year deadline: 5/19/25

Homeowner and CWC staff received three quotes from unrelated contractors for \$42,514.07, \$44,422.93 and \$47,910.00. Major components of this system include a 1,250 gallon septic tank, a siphon chamber, 130 linear feet of gravity pipe, 356 cubic yards of absorption fill material, one distribution box, an effluent filter, 300 linear feet of absorption trench, 125 linear feet of curtain drain, 68 linear feet of curtain drain outlet pipe, 150 linear feet of improved swale, 12 linear feet of six-inch sleeve and site restoration. The low quote is below our estimated cost for construction. Therefore, we are requesting that the Septic Committee recommend to the Board of Directors that they accept this reimbursement request of \$42,514.07.

**RESOLUTION NO. 5593**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER \$35,000:  
TOWN OF JEWETT - EXPANDED SEPTIC PROGRAM**

**WHEREAS**, pursuant to the 2017 Filtration Avoidance Determination, the Catskill Watershed Corporation (“CWC”) is the program manager for the CWC Expanded Septic Program and implements the Expanded Septic Program consistent per the terms of the Septic V Program Agreement; and

**WHEREAS**, pursuant to section 13:01:09 of the CWC Expanded Septic Program, Article 13, if the total amount requested for reimbursement is more than Thirty-Five Thousand Dollars (\$35,000.00), the owner shall supply detailed quotes from three unrelated contractors, and CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, CWC staff has reviewed six construction quotes, including the lowest quote for the septic system repair in the amount of Sixty-Four Thousand Six Hundred Eighty-Four Dollars (\$64,684.00); and

**WHEREAS**, the contractor’s quote for this system is more than Thirty-Five Thousand Dollars (\$35,000.00); and

**WHEREAS**, the CWC staff have determined the contractor’s quote of Sixty-Four Thousand Six Hundred Eighty-Four Dollars (\$64,684.00) to be a reasonable cost for this system; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving the reimbursement of Sixty-Four Thousand Six Hundred Eighty-Four Dollars (\$64,684.00).

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement for a total not-to-exceed amount of Sixty-Four Thousand Six Hundred Eighty-Four Dollars (\$64,684.00).

**Town of Jewett Backup**

**Expanded Septic Program**

Address: 3547 County Route 23C, Hunter, NY 12442

Town: Jewett

Engineer: Lamont Engineers

Contractor: Maggio & Sons

Sign In Date: 1/17/24

Design Application Received By DEP:

Design Application Deemed Complete:

Date Recommended for DEP Design Approval:

2 Year Deadline: 1/17/26

Property owner and CWC staff received six quotes from unrelated contractors in the amount of \$64,684.00, \$74,000.00, \$79,320.00, \$82,852.00, \$109,079.00 and \$174,000.00. Major components of this system include a 1,000 gallon H 20 septic tank, an H 20 pump chamber, 62 linear feet of gravity pipe, 140 linear feet of force main, 32 cubic yards of absorption fill material, two Puraflo Coir modules, 38 pill blocks, three cast iron risers and site restoration. This is a prevailing wage project and publically bid by the town. The Committee recommended that the Board of Directors reimburse The Town of Jewett in the amount not to exceed \$64,684.00.00 to build their septic system.

February 4, 2025

**RESOLUTION NO. 5594**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE  
OVER \$30,000 – ADDITIONAL COSTS:  
MATTHEW DAVIS**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, on May 7, 2024, by Resolution Number 5239, the CWC Board approved reimbursement to Matthew Davis in an amount not-to-exceed Thirty-Nine Thousand Dollars (\$39,000.00); and

**WHEREAS**, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750.00); and

**WHEREAS**, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be One Thousand Seven Hundred Fifty Dollars (\$1,750.00); and

**WHEREAS**, CWC staff have determined that Forty Thousand Seven Hundred Fifty Dollars (\$40,750.00) is a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Forty Thousand Seven Hundred Fifty Dollars (\$40,750.00) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Forty Thousand Seven Hundred Fifty Dollars (\$40,750.00).

**Matthew Davis Backup**

Address: 108 Betty Brook Road, South Kortright, NY 13842

Town: Kortright

Engineer: Benjamin Datges P.E.

Contractor: A&M Excavating

This project was previously approved for \$39,000.00. A subpanel was necessary to power the pump. Two trees had to be removed that were not on the plan. The contractor has requested \$1,750.00 for the additional work. This amount appears to be reasonable and justified. The Septic Committee recommends that the CWC Board of Directors approve an additional reimbursement of \$1,750.00 for total reimbursement not-to-exceed \$40,750.00.

February 4, 2025

**RESOLUTION NO. 5595**

**BOARD APPROVAL OF ADDITIONAL FUNDS FOR SEPTIC CONSTRUCTION OVER  
\$30,000: JOHN DONALESKI**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, on May 7, 2024, by Resolution Number 5226, the CWC Board approved reimbursement to John Donaleski in an amount not to exceed Seventy-Two Thousand Seven Hundred Forty-Four Dollars and Fifty Cents (\$72,744.50); and

**WHEREAS**, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Six Thousand Two Hundred Seventy-Four Dollars and Five Cents (\$6,274.05); and

**WHEREAS**, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Six Thousand Two Hundred Seventy-Four Dollars and Five Cents (\$6,274.05); and

**WHEREAS**, CWC staff have determined that Seventy-Nine Thousand Eighteen Dollars and Fifty-Five Cents (\$79,018.55) is a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Seventy-Nine Thousand Eighteen Dollars and Fifty-Five Cents (\$79,018.55) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Seventy-Nine Thousand Eighteen Dollars and Fifty-Five Cents (\$79,018.55).



**John Donaleski Additional Cost:**

Address: 572 Rossman Rd., Denver, NY 12421

Town: Roxbury

Engineer: Rex Sanford P.E.

Contractor: Maduri Excavating

The project was previously approved for \$72,744.50. Several boulders had to be removed from the absorption field and curtain drain area to complete this system. They were spread and reclaimed onsite. Removal of the boulders left voids requiring an additional 45 cubic yards of absorption fill material. Runoff from the driveway was compromising the new septic tank. The engineer directed the contractor to install 50 linear feet of swale to redirect water away from the new system. The contractor has asked to be reimbursed \$6,274.05 for the added work. We believe the cost is reasonable and just. We are requesting that the Septic Committee recommends to the Board of Directors that they accept the additional cost of \$6,274.05 for a total project cost of \$79,018.55.

February 4, 2025

**RESOLUTION NO. 5596**

**BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE  
OVER \$30,000 – ADDITIONAL COSTS:  
STEVEN GOLDEN**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, on August 6, 2024, by Resolution Number 5366, the CWC Board approved reimbursement to Steven Golden in an amount not-to-exceed Forty-One Thousand Nine Hundred Ninety-Two Dollars and Eighty-Seven Cents (\$41,992.87); and

**WHEREAS**, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Two Thousand Six Hundred Sixty-Two Dollars and Six Cents (\$2,662.06); and

**WHEREAS**, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Two Thousand Six Hundred Sixty-Two Dollars and Six Cents (\$2,662.06) and

**WHEREAS**, CWC staff have determined that Forty-Four Thousand Five Hundred Eighty-Four Dollars and Ninety-Three Cents (\$44,584.93) is a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Forty-Four Thousand Five Hundred Eighty-Four Dollars and Ninety-Three Cents (\$44,584.93) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Forty-Four Thousand Five Hundred Eighty-Four Dollars and Ninety-Three Cents (\$44,584.93).

**Steven Golden Backup**

Address: 718 High Point Mountain Road, West Shokan, NY 14294

Town: Olive

Engineer: Rex Sanford

Contractor: Burns Enterprises LLC

This project was previously approved for \$41,922.87. Ledge rock was encountered during installation of the septic tank, dosing tank and gravity pipe. The contractor had to hammer eight hours to attain necessary depths. Excavated rock was spread and reclaimed onsite. Twenty-Four cubic yards of random fill material were brought to the site to backfill the tanks. The contractor has requested \$4,436.76 for the added work. This amount appears to be reasonable and justified. This is a secondary residence eligible for 60% reimbursement of eligible costs.  $\$4,436.76 \times 60\% = \$2,662.06$ . The total project cost will be \$44,584.93. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Steven Golden in the amount not to exceed \$2,662.06 for additional costs to build his septic system.

February 4, 2025

**RESOLUTION NO. 5597**

**BOARD APPROVAL OF ADDITIONAL FUNDS FOR SEPTIC CONSTRUCTION OVER  
\$30,000: ROGER SPAHN**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:09 of the CWC Septic Rehabilitation and Replacement Program Rules Article 2A, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, on November 5, 2024, by Resolution Number 5466, the CWC Board approved reimbursement to Roger Spahn in an amount not to exceed Thirty-Seven Thousand Two Hundred Fifty-Four Dollars and Ninety-One Cents (\$37,254.91); and

**WHEREAS**, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the homeowner for the septic system repair in the amount of Five Thousand Three Hundred Eighty-Two Dollars (\$5,382.00); and

**WHEREAS**, the total contractor’s invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, CWC staff have determined the total reasonable cost of the additional work according to CWC Schedule of Values to be Five Thousand Three Hundred Eighty-Two Dollars (\$5,382.00); and

**WHEREAS**, CWC staff have determined that Forty-Two Thousand Six Hundred Thirty-Six Dollars and Ninety-One Cents (\$42,636.91) is a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving total reimbursement of Forty-Two Thousand Six Hundred Thirty-Six Dollars and Ninety-One Cents (\$42,636.91) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Forty-Two Thousand Six Hundred Thirty-Six Dollars and Ninety-One Cents (\$42,636.91).

**Roger Spahn Additional Cost:**

Address: 2464 South River Rd., Walton, NY 13856

Town: Walton

Engineer: Steele Brook Engineering

Contractor: Jarred Robinson

The project was previously approved for \$37,254.91. The lawn was too soft for trucks to get to the absorption field area at the time of construction. One hundred-twenty linear feet of access road was needed. Additional restoration was necessary. The contractor has asked to be reimbursed \$5,382.00 for the added work. We believe the cost is reasonable and just. We are requesting that the Septic Committee recommend to the Board of Directors that they accept the additional cost of \$5,382.00 for a total project cost of \$42,636.91.

February 4, 2025

**RESOLUTION NO. 5598**

**BOARD APPROVAL OF ADDITIONAL FUNDS FOR SEPTIC CONSTRUCTION OVER  
\$30,000: RICK'S TIRE LLC - EXPANDED SEPTIC PROGRAM**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation ("CWC") shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 13:00:02:01 of the CWC Expanded Septic Program Rules Article 13, if the total amount requested for reimbursement is more than Thirty Thousand Dollars (\$30,000.00) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

**WHEREAS**, on February 6, 2024, by Resolution Number 5156, the CWC Board approved reimbursement to Rick's Tire, LLC in an amount not to exceed Forty-One Thousand Seven Hundred Dollars (\$41,700.00); and

**WHEREAS**, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the property owner for the septic system repair in the amount of Two Thousand Five Dollars and Ninety Cents (\$2,005.90); and

**WHEREAS**, the total contractor's invoices for this system is more than Thirty Thousand Dollars (\$30,000.00); and

**WHEREAS**, the CWC staff have determined the contractor's total invoices of Forty-Three Thousand Seven Hundred Five Dollars and Ninety Cents (\$43,705.90) to be a reasonable cost for this system in accordance with our schedule of values; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommend approving the total reimbursement of Forty-Three Thousand Seven Hundred Five Dollars and Ninety Cents (\$43,705.90) as it is in substantial agreement with our schedule of values.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors approves the eligible cost of this system for reimbursement to be the total not-to-exceed amount of Forty-Three Thousand Seven Hundred Five Dollars and Ninety Cents (\$43,705.90).

**Rick's Tire LLC Backup**

**Expanded Septic Program**

**Property Owner:** Richard Haight

Address: 59898 State Route 30, Grand Gorge, NY 12434

Town: Roxbury

Engineer: Steele Brook Engineering

Contractor: William Walcutt

The project was previously approved for \$41,700.00. Large amounts of debris were encountered during excavation for the tanks. Thirty cubic yards of random fill material was brought in to backfill. Four concrete blocks had to be added along the absorption area to prevent vehicles from driving on the new system. The contractor has requested \$2,005.90 for the added work. The Septic Committee recommends that the Board approves an additional reimbursement of \$2,005.90 for total reimbursement not to exceed \$43,705.90.



**RESOLUTION NO. 5599**

**BOARD APPROVAL OF MOA SEPTIC PROGRAM - SECOND TIME REPAIR  
ELIGIBILITY - AMANDA BUPP**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:05 of the CWC Septic Rehabilitation and Replacement Program Rules (MOA Septic Program) Article 2A, CWC Board of Directors in consultation with the Executive Director may find a property eligible for funding of a septic or component thereof previously paid for by the CWC MOA Septic Program if ten (10) years has elapsed from date of construction completion and absent misuse by the Property owner; and

**WHEREAS**, the Applicant, Amanda Bupp, requested eligibility under the MOA Septic Program for a second time repair funding for their septic system; and

**WHEREAS**, CWC staff have confirmed that the Applicant’s septic system is currently failing or reasonably likely to fail in the near future, that more than ten years has elapsed from date of construction approval, and that the Applicant has not misused the septic system following the prior construction approval; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommends the CWC Board approve the Applicant’s eligibility for a second time repair funding from MOA Septic Program.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors in consultation with the CWC Executive Director approves Applicant’s request for eligibility for second time repair funding from the MOA Septic Program.

**Amanda Bupp Backup**

Ms. Bupp’s property is in the Town of Shandaken. This project was paid for in 2010 under our Septic Hardship Program. Following a heavy rainstorm a sink hole in the corner of the leach field appeared. We would like to do some exploratory work to find out the cause of the issue. The homeowner claims to have had a few maintenance pump outs but has never submitted for reimbursement. She is contracting her pumper to try and get proof. CWC Septic Committee recommends the CWC Board of Directors approve Ms. Bupp’s eligibility for a second time repair funded by the MOA Septic Program.

**RESOLUTION NO. 5600**

**BOARD APPROVAL OF MOA SEPTIC PROGRAM - SECOND TIME REPAIR  
ELIGIBILITY - JOE RUFRANO**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:05 of the CWC Septic Rehabilitation and Replacement Program Rules (MOA Septic Program) Article 2A, CWC Board of Directors in consultation with the Executive Director may find a property eligible for funding of a septic or component thereof previously paid for by the CWC MOA Septic Program if ten (10) years has elapsed from date of construction completion and absent misuse by the Property owner; and

**WHEREAS**, the Applicant, Joe Rufrano, requested eligibility under the MOA Septic Program for a second time repair funding for their septic system; and

**WHEREAS**, CWC staff have confirmed that the Applicant’s septic system is currently failing or reasonably likely to fail in the near future, that more than ten years has elapsed from date of construction approval, and that the Applicant has not misused the septic system following the prior construction approval; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommends the CWC Board approve the Applicant’s eligibility for a second time repair funding from MOA Septic Program.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors in consultation with the CWC Executive Director approves Applicant’s request for eligibility for second time repair funding from the MOA Septic Program.

**Joe Rufrano Backup**

Mr. Rufrano’s property is in the Town of Middletown. This project was paid for in 2010 under our Priority 6 Program. The pump has stopped working and has since been replaced. The homeowner bought the house in 2021 and had a maintenance pump out done in 2024 but is unaware if the previous owner had the tank pumped out. CWC Septic Committee recommends the CWC Board of Directors approve Mr. Rufrano’s eligibility for a second time repair funded by the MOA Septic Program.

**RESOLUTION NO. 5601**

**BOARD APPROVAL OF MOA SEPTIC PROGRAM - SECOND TIME REPAIR  
ELIGIBILITY - LYNDA RUTHERFORD**

**WHEREAS**, pursuant to the Watershed Memorandum of Agreement and the Septic System Rehabilitation and Replacement Program Contracts with New York City Department of Environmental Protection, the Catskill Watershed Corporation (“CWC”) shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contracts; and

**WHEREAS**, pursuant to section 2:01:05 of the CWC Septic Rehabilitation and Replacement Program Rules (MOA Septic Program) Article 2A, CWC Board of Directors in consultation with the Executive Director may find a property eligible for funding of a septic or component thereof previously paid for by the CWC MOA Septic Program if ten (10) years has elapsed from date of construction completion and absent misuse by the Property owner; and

**WHEREAS**, the Applicant, Lynda Rutherford, requested eligibility under the MOA Septic Program for a second time repair funding for their septic system; and

**WHEREAS**, CWC staff have confirmed that the Applicant’s septic system is currently failing or reasonably likely to fail in the near future, that more than ten years has elapsed from date of construction approval, and that the Applicant has not misused the septic system following the prior construction approval; and

**WHEREAS**, the Septic Committee has reviewed the documentation and recommends the CWC Board approve the Applicant’s eligibility for a second time repair funding from MOA Septic Program.

**NOW, THEREFORE LET IT BE RESOLVED**, that the CWC Board of Directors in consultation with the CWC Executive Director approves Applicant’s request for eligibility for second time repair funding from the MOA Septic Program.

**Lynda Rutherford Backup**

Ms. Rutherford’s property is in the Town of Hurley. This project was paid for in 2015 under our Priority 1B Program. Roots have gotten into the pipe between the house and septic tank and the pipe needs to be replaced. The homeowner had maintenance pump outs done in 2017 and 2021. CWC Septic Committee recommends the CWC Board of Directors approve Ms. Rutherford’s eligibility for a second time repair funded by the MOA Septic Program.

February 4, 2025

**RESOLUTION NO. 5602**

**MOA SEPTIC PROGRAM RULE CHANGE FOR REIMBURSEMENT OF PAST REPAIRS OUTSIDE PRIORITY AREAS ON OR BEFORE DECEMBER 31, 2024**

**WHEREAS**, pursuant to the 1997 Watershed Memorandum of Agreement (Paragraph 124) and the Septic System Rehabilitations and Replacements Program Contract (the “Septic Program”) with NYCDEP, the CWC shall act as program manager for the Septic Program and implement the Septic Program consistent with the terms of said contract and CWC’s Septic Program Rules; and; and

**WHEREAS**, the CWC Septic Program Rules (Article 2-A) established priority areas for the CWC Septic Program, effective on July 1, 1999; and

**WHEREAS**, by Resolution Number 5170, the CWC Board of Directors approved a program rule change to Article 2-A to provide for reimbursement to homeowners outside of current priority areas who repaired or replaced their septic system prior to December 31, 2023; and

**WHEREAS**, watershed residents outside of the current CWC Septic Program priority areas have rehabilitated or replaced their septic systems after December 31, 2023; and

**WHEREAS**, the repair or replacement of these septic systems has been and will continue to benefit the water quality in the West of Hudson Watershed; and

**WHEREAS**, the CWC Septic Committee and CWC staff estimate that there is adequate funding and personnel to reimburse those residents who repaired or replaced their septic system between February 14, 2017, and December 31, 2024, regardless of whether or not those systems are located in an existing priority area

**NOW, THEREFORE BE IT RESOLVED**, that the CWC Board approves the attached amendment of Article 2A of the CWC Septic Program Rules as described in Attachment A to provide for the reasonable and necessary reimbursement to individuals who repaired or replaced failed septic systems between February 14, 2017, and December 31, 2024, in areas within the West of Hudson Watershed but outside the CWC Septic Program priority areas.

## ATTACHMENT A

Proposed changes are underlined.  
Proposed deletions are ~~struck out~~.

### *2:00:02:01 Reimbursement for Past Completed Repairs*

1. The property owner of an eligible septic system within or outside current priority areas can be reimbursed under applicable program rules for eligible costs for repairs/replacement completed on or before ~~December 31, 2023~~ **DECEMBER 31, 2024** and as provided below. For reimbursements under this section only, CWC staff need not determine if the system was in failure or reasonably likely to fail prior to the repair/replacement.
  - a. For reimbursement requests received on or after ~~March 2, 2010~~, an eligible system must have been repaired or replaced between February 14, 2017 and ~~December 31, 2023~~ **DECEMBER 31, 2024**. To be eligible for reimbursement, all homeowners must either:
    - i. Provide copy of NYCDEP Final Construction Approval; or
    - ii. For repairs/replacement that under the Watershed Regulations do not require NYCDEP Construction approval, such as in-kind septic tank replacements, either:
      1. Notify CWC within a reasonable time prior to such repair/replacement. CWC must witness the installation of repairs/replacements for which reimbursement is requested; or
      2. Submit the following to the CWC Board for approval:
        - a. Sufficient documentation, including invoices and canceled checks, demonstrating that such repair/replacement was completed and paid for; and
        - b. Affidavits signed by the homeowner and contractor, notarized by a notary public, attesting that:
          - i. The work for which reimbursement is requested was completed as described; and
          - ii. Payment was provided to the contractor as described in the documentation.
2. An eligible system repaired or replaced after ~~December 31, 2023~~ **DECEMBER 31, 2024** will follow Section 2:00:02:03.
3. Every property owner requesting reimbursement under the Septic Program must execute a program participation agreement.

**RESOLUTION NO. 5603**

**BOARD APPROVAL OF FLOOD HAZARD MITIGATION IMPLEMENTATION PROGRAM – DEMOLITION OF STRUCTURES LOCATED IN TOWN OF HUNTER, GREENE COUNTY**

**WHEREAS**, the Catskill Watershed Corporation (CWC) is a not-for-profit corporation established to administer Watershed Protection and Partnership Programs as more fully described herein; and

**WHEREAS**, ninety percent of New York City’s water supply originates in the Catskill Mountain region from an area commonly referred to as the West of Hudson portion of the watershed of the New York City water supply (the “West of Hudson Watershed” or “Watershed”), which spans over 1,600 square miles and portions of five counties, forty-one towns, and eight villages; and

**WHEREAS**, the CWC, City of New York (City), all municipalities in the West of Hudson Watershed, New York State, the federal Environmental Protection Agency, and several environmental organizations recognized that the goals of drinking water protection and economic vitality within the West of Hudson Watershed communities are not inconsistent and under the 1997 New York City Watershed Memorandum of Agreement (“Watershed MOA”) agreed to cooperate in the development and implementation of watershed protection programs that maintain and enhance the quality of the City’s drinking water supply system and the economic and social character of the West of Hudson Watershed communities; and

**WHEREAS**, extensive flooding resulting from tropical storms Irene and Lee in, August and September 2011, respectively, caused catastrophic losses in certain towns and villages within the West of Hudson Watershed which affected the economic and social character of certain West of Hudson watershed communities and adversely impacted water quality in the West of Hudson Watershed; and

**WHEREAS**, as a condition of the 2014 Mid-Term Filtration Avoidance Determination Review, New York City Department of Environmental Protection (NYCDEP) has agreed to fund a Flood Hazard Mitigation Implementation Program to reduce repetitive flood losses that also pose a threat to water quality during storm events, and assistance in the City funded Flood Buyout Program (City FBO); and

**WHEREAS**, on March 4, 2014, by Resolution Number 2439, the CWC Board of Directors agreed to serve as program manager of such a program to be referred to as the CWC Flood Hazard Mitigation Implementation Program (the “Program”) and approved a Program Agreement with the City; and

**WHEREAS**, the Town of Hunter approved NYCDEP Funded Flood Buyout Program purchase of certain property in the Town of Hunter known as 78 Goodrich Lane, Hunter; and

**WHEREAS**, CWC issued a request for proposal for demolition of the structures at 78 Goodrich Lane, Hunter, and such bids were due on January 29, 2025; and

**WHEREAS**, the CWC Wastewater Committee recommends the CWC Board of Directors enter into an agreement with Tweedie Construction Services Inc., for Forty Thousand Five Hundred Dollars (\$40,500.00).

**NOW, THEREFORE BE IT RESOLVED**, that the CWC Board of Directors agree to enter in an agreement with Tweedie Construction Services Inc., for Forty Thousand Five Hundred Dollars (\$40,500.00) for demolition of structures of NYCDEP funded Flood Buyout Properties in the Town of Hunter.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, approval of funding by the CWC Board of Directors constitutes a preliminary decision under the 1997 Watershed Memorandum of Agreement and the decision will become final without any further action by the CWC Board of Directors unless an objection is timely filed with the Watershed Protection and Partnership Council.



# Catskill Watershed Corporation

## Receipt of Bids Form

Demolition project for Town of Hunter Green County, Goodrich land. Deadline January 29<sup>th</sup> 2025 @ 3:00 pm

I, John Mathiesen received and opened bid(s) for the above referenced services/procurement on January 29, 2025 at 3:05 am/pm as follows:

| Name of Vendor                | Amount of Bid                 | Signed Non-Collusion |
|-------------------------------|-------------------------------|----------------------|
| <u>Ashton Excavation</u>      | <u>\$67,479.<sup>00</sup></u> | <u>Yes</u>           |
| <u>Randler Landscaping</u>    | <u>\$95,000.<sup>00</sup></u> | <u>Yes</u>           |
| <u>Dan's Hauling</u>          | <u>\$67,000.<sup>00</sup></u> | <u>Yes</u>           |
| <u>Eberhardt Excavation</u>   | <u>\$41,662.<sup>18</sup></u> | <u>Yes</u>           |
| <u>Hubbell's Excavating</u>   | <u>\$68,000.<sup>00</sup></u> | <u>Yes</u>           |
| <u>Tweedie Construction</u>   | <u>\$40,500.<sup>00</sup></u> | <u>Yes</u>           |
| <u>Evergreen Construction</u> | <u>\$41,123.<sup>00</sup></u> | <u>Yes</u>           |
|                               |                               |                      |
|                               |                               |                      |
|                               |                               |                      |
|                               |                               |                      |

John Mathiesen [Signature] 1/29/25  
 Print/Sign Name Date

**In Witness Whereof:**

[Signature] [Signature] 1/29/25  
 Print/Sign Name Date

[Signature] [Signature] 1/29/25  
 Print/Sign Name Date

February 4, 2025

**RESOLUTION NO. 5604**

**CWC BOARD APPROVAL OF  
PUBLIC EDUCATION III PROGRAM AGREEMENT**

**WHEREAS**, the Catskill Watershed Corporation (CWC) is a local public authority established to administer watershed protection and partnership programs, including a Public Education Program developed pursuant to Paragraph 131 of the 1997 New York City Watershed Agreement; and

**WHEREAS**, by Resolution 2333, the CWC Board of Directors approved the Public Education II Program Agreement that provided for the continuation of the CWC Public Education Program developed pursuant to the MOA; and

**WHEREAS**, as a condition of the 2017 Filtration Avoidance Determination Section 10, the City is required to continue to support the Public Education Program through entering into an agreement with CWC; and

**WHEREAS**, CWC and New York City Department of Environmental Protection desire to continue an expanded Public Education Program, as well as a new initiative to support workforce development in West of Hudson Watershed towns; and

**WHEREAS**, the CWC staff recommends that the CWC Board of Directors approved the Public Education III Program Agreement attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED**, the CWC Board of Directors approves the Public Education III Program Agreement in the form attached hereto as **Exhibit A**.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the President of CWC be, and hereby is, authorized to execute the Public Education III Program Agreement in the form attached hereto as **Exhibit A** and all such other instruments, and to perform all such other acts as may be necessary or desirable in order to carry into effect the Public Education III Program on the terms and conditions set forth in the Public Education III Program Agreement, and in furtherance of the purposes of the Watershed MOA and consistent with all such other agreements, contracts, policies and/or procedures to which CWC is bound.

AGREEMENT BETWEEN  
THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
THE CATSKILL WATERSHED CORPORATION  
(Public Education III)

Dated:

**AGREEMENT BETWEEN  
THE NEW YORK CITY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND  
THE CATSKILL WATERSHED CORPORATION  
(Public Education III)**

**THIS AGREEMENT**, dated the day of \_\_\_\_\_, 20\_\_ by and between the **CITY OF NEW YORK**, a municipal corporation having its principal office at City Hall in the Borough of Manhattan, City and State of New York (the “City”), acting through the New York City Department of Environmental Protection (“DEP”) and the **CATSKILL WATERSHED CORPORATION** (“CWC”), a local public authority, organized and existing under Section 1411 of the New York State Not-For-Profit-Corporation Law and having its principal office in Arkville, New York, (the City and the CWC being individually referred to as “Party” and collectively referred to as the “Parties”);

**WHEREAS**, CWC is a local public authority established to administer watershed protection and partnership programs, including a Public Education Program developed pursuant to Paragraph 131 of the MOA and as more fully described herein; and

**WHEREAS**, pursuant to the MOA, the Parties entered into certain agreements, whereby the City committed to fund, and CWC agreed to serve as program manager of the Public Education Program in accordance with the terms and provisions thereof; and

**WHEREAS**, as a condition of the 2017 Filtration Avoidance Determination (2017 FAD) Section 10, the City is required to continue to support the Public Education Program through entering into an agreement with CWC; and

**WHEREAS**, the Parties desire to continue an expanded Public Education Program, which includes an initiative that supports workforce development in West of Hudson Watershed towns (“Workforce Development Initiative”); and

**NOW, THEREFORE**, in consideration of the promises and the respective representations and agreements hereinafter contained, the Parties hereto agree as follows:

**ARTICLE I  
GENERAL PROVISIONS**

Section 1.01            Scope of Services

In accordance with the terms of this Agreement, the City hereby retains CWC to perform the Services, as further defined below in Section 1.02.

Section 1.02            Definitions

The following terms, as used in this Agreement, shall have the meaning set forth below:

- A. “2017 FAD” means the 2017 Filtration Avoidance Determination issued by New York State Department of Health in consultation with United States Environmental Protection Agency.
- B. “ACCO” means DEP’s Agency Chief Contracting Officer.
- C. “Agreement” means this Agreement between CWC and the City, including all attachments and appendices hereto.
- D. “Allocated” means the amount of Program Funds committed to a current Eligible Project.
- E. “Annual Budget” means the reasonable estimate of anticipated Eligible Administrative Costs and Eligible Project Costs reasonably anticipated to be incurred during the upcoming Term Year based upon CWC’s itemization of proposed Eligible Projects and costs for such items, broken down by the City’s semi-annual period and category of Eligible Projects, in form attached as Appendix D.
- F. “Applicant” means the entity or individual that submits a request for funding to CWC for the proposed implementation of an Eligible Project.
- G. “Board” or “CWC Board” means the Board of Directors of the CWC.
- H. “Commencement Date” means a date set forth in a Notice to Commence Work sent by DEP to CWC, which authorizes CWC to undertake and perform the Services described in this Agreement.
- I. “DEP Program Manager” means the DEP employee assigned to manage CWC’s administration of the Program, including the review and processing of invoices, reconciliations and supporting documentation as prepared by CWC and submitted to DEP pursuant to this Agreement.
- J. “Effective Date” means the date this Agreement is registered by the City pursuant to Section 328 of the Charter of the City of New York.
- K. “Eligible Administrative Costs” mean actual, reasonable and necessary fees and expenses of any Subcontractors engaged by CWC to assist in fulfilling the Services, and CWC’s reasonable administrative costs to manage and administer the Program, including CWC staff salaries to manage, administer or implement the Program. Eligible Administrative Costs shall not include costs associated with a Public Education Project or Workforce Development Project funded pursuant to this Agreement nor any costs funded by the City pursuant to any other agreement.
- L. “Eligible Project” means a Public Education Project or a Workforce Development Project.
- M. “Eligible Project Costs” mean the actual and reasonable costs for implementing a set forth in Section 2.03 (A)(4) for implementing a Public Education Project, and the actual and reasonable costs set forth in Section 2.03 (B)(2), for implementing a Workforce Development Project, subject to the terms of the applicable Program Participation Agreement, and this Agreement.
- N. “Excess Funds” means a balance of Program Funds paid to CWC, that exceeds Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Unallocated Excess items.
- O. “FAD” means a Filtration Avoidance Determination.
- P. “Initial Payment” means the initial upfront payment of Seven Hundred Fifty Thousand Dollars (\$750,000.00) by the City to CWC for Eligible Project Costs and Eligible Administrative Costs, as specified herein.
- Q. “PPB” means the New York City Procurement Policy Board.
- R. “Program” means the Public Education Program, including the Workforce Development, as

may be modified and amended under the terms and provisions of this Agreement.

- S. “Program Funds” means any City funds and any earnings thereon remitted to CWC hereunder for the purposes of carrying out the Program in accordance with the terms of this Agreement.
- T. “Program Participant” means an eligible Applicant whose Eligible Project has been approved and has entered into a Program Participation Agreement with CWC in accordance with the terms and provisions of the Program Rules and this Agreement.
- U. “Program Participation Agreement” means a written agreement between CWC and the Program Participant governing the terms and procedures for awarding a grant to fund the Eligible Project.
- V. “Program Rules” means the written program rules governing the Program, developed and modified by CWC in consultation with DEP.
- W. “Program Term” means the period from the Effective Date through ten (10) years after Commencement Date, unless sooner terminated pursuant to the terms of this Agreement.
- X. “Project Contract” means a contract entered into between a Program Participant and a Project Contractor for implementation of an Eligible Project in accordance with the terms and provisions of the Program Rules and this Agreement.
- Y. “Project Contractor” means a contractor who has entered into an agreement with the Program Participant and performed work on an approved Eligible Project in accordance with the Program Rules and the terms of this Agreement.
- Z. “Public Education Project” means a project that is intended to educate students or public audiences within the City and/or West of Hudson Watershed, and increase public awareness of the human and natural history of the Watershed and the development of the City’s water supply system.
- AA. “Qualified Educational Institution” means a public, private or charter school (grades K-12), a college or university, a not-for-profit organization, Board of Cooperative Education Services, a vocational or trade school, or an individual, entity, or institution that conducts educational programs for school audiences or the general public. A Qualified Educational Institution must be geographically located within New York City or the West of Hudson Watershed, or directly provide educational services to audiences in New York City or the West of Hudson Watershed.
- BB. “Reconciliation Statement” means the accounting of Program Funds paid by the City to CWC against the amount of Program Funds Allocated and expended by CWC for a preceding payment period and including backup documentation evidencing all expenditures and Allocated commitments of Program Funds. The list of required backup documentation evidencing such expenditures and Allocated commitments shall include, the categories of documents as set forth below. DEP may request additional documentation as necessary to evidence CWC’s incurred or Allocated costs in connection with its obligations to audit and review public funding.
  - a. For CWC, each of the following documentation shall be required: an Excel spreadsheet listing all Allocated projects (amount of Program Funds committed by CWC, amount of Program Funds expended by CWC to date, amount of Program Funds expended in current City fiscal quarter, and available amount of Program Funds to be expended); payment vouchers and check stubs; general ledger and monthly financial statements; bank statements and reconciliations; bidding documents; Board resolutions (if applicable); salary, payroll and benefit documents; receipts for purchases; vendor invoices; mileage reports and travel logs (if applicable); Subcontracts; Program Participation Agreements; and Project Contracts (if applicable). If an expenditure is not directly tied to a particular Project Contract, then DEP may request the following information related to the expenditure: the applicable Recipient, the applicable Eligible

Project, and the role of the expenditure in the identified Eligible Project.

- b. For Program Participants, Project Contractors, and all subcontractors, including subcontractors of Subcontractors, each of the following documentation shall be required: bidding documents; receipts for purchases; vendor invoices; mileage reports and travel logs (if applicable); documents evidencing their compliance with Section 220 of the Labor Law if applicable (including City Comptroller certified payroll reports, signed and approved timesheets, approval salary rate schedules, daily sign-in/sign-out logs); and, progress reports submitted by contractors, equipment usage inventories, and photographs showing project progress as requested).
- CC. “Semi-Annual Payment Amount” means anticipated payment amounts set forth in the Annual Budget for each City semi-annual fiscal period (July 1 – June 30) commencing after the expiration of the initial full City fiscal year in the Program Term.
- DD. “Services” means the managing and administration of the Program by providing Program Funds to Program Participants and/or Subcontractors for implementation and completion of Eligible Projects in accordance with the terms and conditions set forth in this Agreement.
- EE. “Subcontractor” means a consultant, contractor, or other subcontractor of CWC pursuant to a Subcontract.
- FF. “Term Year” means each City fiscal year or portion thereof throughout the Program Term commencing after the expiration of the initial full City fiscal year in the Program Term.
- GG. “Unallocated” means the amount of Program Funds provided to CWC that have not been Allocated by CWC to an Eligible Project as of the date of the Reconciliation Statement.
- HH. “Watershed MOA” or “MOA” means the 1997 Memorandum of Agreement entered into by and among the City, the State of New York, the United States Environmental Protection Agency, the Coalition of Watershed Towns, CWC, certain watershed counties, towns and villages, and certain environmental groups.
- II. “West of Hudson Watershed” or “Watershed” means the portion of the New York City Watershed region that is geographically located west of the Hudson River.
- JJ. “Workforce Development Project” means a project that is intended to provide individuals with the knowledge, skills, training, certifications, professional licenses, and technical expertise to pursue and obtain a wide range of jobs in the West of Hudson Watershed.

### Section 1.03 Duration of Agreement

- A. This Agreement shall be effective on the Effective Date. CWC shall undertake and perform the Services commencing on the Commencement Date, which shall be sent by the City by e-mail to CWC at the e-mail address designated by CWC.
- B. This Agreement shall expire at the expiration of the Program Term. In the event all Services hereunder are not completed prior to the expiration date, this Agreement may be extended in conformance with Section 4-03 of the PPB Rules where, provided that CWC has submitted written notice documenting the cause of the delay for CWC not being able to complete the Services by the expiration date. DEP's ACCO may, in his/her discretion, grant an extension of time to complete the Services. Such extension, if granted, is solely for the purpose of completing the Services, and the Services shall be completed within the extended term at no additional cost to the City, outside of the Program Funds to be provided to CWC pursuant to Section 1.02 of this Agreement.



- C. The following provisions of this Agreement shall survive termination of this and shall continue to govern until seven (7) years after termination: 1.03.C, 3.01.D.2, 3.03, 5.01, 5.02, 5.03, 5.04(C), 11.01, 12.01 and 13.05.

## ARTICLE 2 DESCRIPTION OF THE WORK

### Section 2.01 General Description of Program

CWC shall continue to act as manager and administrator of the Program to perform the Services throughout the Program Term in accordance with the terms of this Agreement, the Program Rules, and the Program Participation Agreement, which shall include, among other things: (i) a general release by the Program Participant, of the City, its employees and officials, upon payment by the CWC, of any and all actions, causes of actions, demands, suits, proceedings, cost, claims, charges (including but not limited to fees, costs and disbursement of experts, consultants and attorneys), which the Program Participant, his/her administrators, executors or assigns have or may have against the City, its officials or employees, under this Agreement or under the Watershed MOA for any and all costs for the work associated with the project; and an indemnification by the Program Participant; and (ii) indemnification, to the maximum extent permitted by law, of the City, its officials and employees, by the Program Participant, from all claims, liabilities, losses or expenses of every character whatsoever for bodily injury, including death, and/or damage to real or tangible personal property, where such injury or damage is the result of the Program Participant's, or its agents, or contractor's negligence or intentional tortious act occurring while participating on activities relating to the Program Participation Agreement.

### Section 2.02 Eligible Projects

A. The Eligible Project Categories shall include the following:

1. Public Education Projects. These projects shall emphasize the importance of the Watershed to the City and the critical role of the Watershed communities in stewarding the Watershed, the diversity and importance of aquatic and terrestrial life in the Watershed, history of creation of the reservoirs and water supply, history of the Watershed MOA, water conservation, history and contemporary use and operation of the City's water supply system, impacts of climate change in the Watershed, and/or the importance of, and means of preserving, water quality in the Watershed; and
2. Workforce Development Projects. These projects shall provide individuals with the knowledge, skills, training, certifications, professional licenses, and technical expertise to pursue and obtain a wide range of jobs and careers in the West of Hudson Watershed. Workforce Development Projects may include, but are not limited to, the following: apprenticeships; internships; mentorships; career development projects or events; collaborations with existing workforce development entities, programs or initiatives; professional development trainings, seminars, courses required for licenses or accreditations, or workshops; or the purchase of supplies, technology, or small equipment costing less than \$50,000 in Program Funds provided that such



purchases are directly related to a workforce development or career development project, program or initiative. Workforce Development Projects shall not include scholarships; tuition costs for longer-term schooling or continuing education that leads to a degree; CWC staff salary, benefits or other Program administrative costs; the purchase of equipment or machinery costing more than \$50,000 in Program Funds; the purchase of real property; or the construction or installation of permanent buildings or structures, even if such activities are related to a workforce development or career development project or program.

## Section 2.03 Selection of Eligible Projects

### A. Public Education Projects:

1. CWC shall utilize an advisory group that is comprised of educators and educational institutions located in the City and the West of Hudson Watershed to recommend Public Education Projects for proposed grant funding with Program Funds.
2. CWC shall review the proposed Public Education Projects recommended by the advisory group, and, for each such proposed project that meets the eligibility criteria set forth herein and in the Program Rules and agreed to by CWC, prepare a budget itemizing the amount of grant funding necessary to recommended for funding each proposed project. CWC shall forward recommended projects, together with its itemized budget, to DEP for approval. CWC shall also provide DEP with a summary spreadsheet for all proposed Program applications, which shall include at a minimum the following information: (1) whether the Applicant is a first-time or repeat Applicant or Program Participant; (2) whether the target audience for each proposed Eligible Project is a City audience, a Watershed audience, or both; and (3) the total number of people anticipated to be reached through each proposed Eligible Project as proposed in the each application. DEP shall review all recommended proposals for Eligible Projects forwarded by CWC for approval. DEP shall not unreasonably withhold approval of, or unreasonably delay responding to, any such proposals and shall provide to CWC such approval or denial within thirty (30) days.
3. Upon approval of a project for funding with Program Funds, CWC shall enter into a Program Participation Agreement with the Program Participant, who shall be a Qualified Educational Institution, or a governmental entity. CWC's selection of Eligible Projects, shall be in accordance with the procedures set forth in the Program Rules and Article 2 of this Agreement.
4. Eligible Project Costs may include the Program Participant's and Project Contractor's actual and reasonable costs up to the maximum amount approved by DEP and CWC pursuant to written Project Contracts entered into in accordance with the terms of this Agreement and the Program Rules. In the event that Program Funds are not fully utilized by the Program Participant once the Project is completed, CWC shall report to DEP the actual amount of incurred costs and include any unexpended funds and ineligible costs in the Reconciliation

Statement.

5. CWC shall provide DEP with one (1) copy of any specific educational products developed or produced pursuant to a Project Contract within thirty (30) days of the receipt of such products by CWC. For the purposes of this paragraph, specific education products shall be limited to educational DVDs or CDs, curricula, and publications meant for mass distribution (books, fact sheets, directories). For materials available on the internet, CWC shall provide to DEP the internet address for such materials but is not otherwise required to provide a copy in any other format to DEP. This paragraph shall not apply to progress reports, final reports, or various forms of student artwork that may be submitted to CWC by Program Participants as part of their documentation of the projects funded through the Program.

B. Workforce Development Projects:

1. The Board, in consultation with DEP, shall evaluate written project applications for participation in the Program, and in the Board's sole discretion, select Eligible Projects based upon consideration of the eligibility criteria and priorities set forth in this Article 2, and in the Program Rules for a Workforce Development, which shall be developed by CWC in consultation with DEP promptly following the Commencement Date. CWC agrees not to award Program Funds to support any Eligible Workforce Development Project until the Program Rules have been adopted.
2. Eligible Project Costs may include the Program Participant's and Project Contractor's actual and reasonable costs up to the maximum amount approved by CWC pursuant to the written Program Participation Agreement. In the event that Program Funds are not fully utilized by the Program Participant once the project is completed, CWC shall report to DEP the actual amount of Program Funds that were incurred costs and include any unexpended funds and ineligible costs in the Reconciliation Statement.

Section 2.04 Use of Program Funds

- A. Program Funds may only be used to pay Eligible Project Costs and Eligible Administrative Costs.
- B. Program Funds shall not be used to pay for expenses of constructing stationary facilities, acquiring any interests in real property, or purchasing any heavy equipment or machinery that is valued at more than \$50,000 irrespective of the amount of Program Funds being requested. Outdoor signs or kiosks used for interpretive education and outreach purposes, maintenance of historical items including gravestone and outdoor signs and kiosks, and temporary or permanent watershed-related exhibits to be located inside a regional museum or a watershed environmental education facility shall not be considered stationary facilities for the purpose of this paragraph.
- C. CWC shall not use Program Funds to pay any costs that have been or can be paid for with funds provided under any other City-funded program. Projects that can be wholly funded under any other program funded by City or non-City sources upon written notice by DEP to CWC are

ineligible for funding under this Program upon written notice by DEP to CWC within 30 days of DEP's receipt of an application from CWC, and provided such funding from the other program is available within twelve (12) months. Not less than twelve (12) months following notice from DEP, an application may be re-submitted to CWC and not be considered ineligible under this Agreement if funding under the initial application was not provided.

### ARTICLE 3 PAYMENT GENERALLY

#### Section 3.01 Payment of Program Funds

- A. During the Program Term, the City shall pay CWC periodic installments of Program Funds for the (1) Eligible Administrative Costs; and (2) Eligible Project Costs, up to an aggregate amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00).
- B. Initial Payment. The City shall pay CWC the Initial Payment within ninety (90) days of the Effective Date and the receipt of an invoice in a form acceptable to DEP.
- C. Budgets
  - 1. By March 1<sup>st</sup> of each Term Year following the expiration of the first Term Year, CWC shall submit to DEP for approval an Annual Budget in form approved by DEP and attached hereto as Appendix D. The Annual Budget shall be further broken down by categories listed in Appendix D and City semi-annual fiscal period (July 1<sup>st</sup> – Dec. 31<sup>st</sup>; Jan 1<sup>st</sup> – June 30<sup>th</sup>). The purpose of such Annual Budget is to provide DEP with planning information; both Parties recognize that anticipated Eligible Project Costs are only estimates.
  - 2. Commencing with the second Term Year, and subject to the terms and provisions set forth herein, within sixty (60) days following receipt of an approved invoice, the City shall pay CWC once per semi-annual fiscal period of the City's fiscal year (July 1-June 30), the Semi-Annual Payment Amount as set forth in the Annual Budget, subject to the reconciliation process set forth in Section 3.01.D.2.
- D. Reconciliation Statements.
  - 1. Commencing with submission of the second invoice after the Initial Payment, CWC shall submit electronically to the DEP Program Manager, a Reconciliation Statement. Following the initial Reconciliation Statement, CWC shall provide DEP within forty-five (45) days following the close of each City semi-annual fiscal period, with Reconciliation Statements of the Program Funds for the last semi-annual fiscal period not covered by any prior Reconciliation Statement.
  - 2. If a Reconciliation Statement reflects a balance of Excess Funds that is greater than the next Semi-Annual Payment Amount, CWC shall submit an invoice, which shall equal Zero Dollars (\$0.00). If the Reconciliation Statement does not reflect Excess Funds in an amount greater than the next Semi-Annual Payment Amount, then CWC shall submit

an invoice which shall equal the Semi-Annual Payment Amount.

Section 3.02 Payment Obligations

- A. All receipts and disbursements of Program Funds under this Agreement are subject to audit by the City or State of New York and CWC agrees to cooperate with any such audit.
- B. The City shall not be deemed, by virtue of making payments to CWC, to have released CWC from any claim or liability, or to have waived any right or rights of action under this Agreement.
- C. Promptly upon receipt of Program Funds, CWC shall (1) place such Program Funds in a separate dedicated account, bearing interest at market rates, in a bank located and authorized to do business in New York State or (2) invest such Program Funds in (i) obligations of the United States, (ii) obligations guaranteed by agencies of the United States where the payment of principal and interest are guaranteed by the United States, (iii) obligations of the State of New York, or (iv) obligations of the City of New York; or (3) invest such Program Funds in special time deposit accounts in or certificates of deposit issued by a bank located and authorized to do business in New York State, provided that such time deposit account or certificate of deposit is secured in the manner provided for securing deposits of public funds in General Municipal Law Section 10(3); or (4) invest such Funds in other investment vehicles authorized for use by the New York State Environmental Facilities Corporation, the New York State Public Authorities Law, the New York State Comptroller or otherwise agreed to by CWC and the City. Investments pursuant to (2), (3) and (4) shall be redeemable or payable within such time as the CWC shall need the proceeds to meet expenditures for which such Program Funds were provided by the City.
- E. Whenever the provisions of this Agreement call for the City to make payments to CWC, such payments shall be made promptly by the due date specified electronically, pursuant to Section 6-107.1 of the New York City Administrative Code. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. CWC shall designate one financial institution or other authorized payment agent and shall complete an "EFT Vendor Payment Enrollment Form" on the City's Payee Information Portal ("PIP") in order to provide the Commissioner of Finance with information necessary for CWC to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by CWC shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by CWC to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.
- F. Upon acceptance by CWC of the final payment to be paid pursuant to this Agreement, CWC agrees that it shall be deemed to have fully released the City from any and all claims, demands and causes of action whatsoever which CWC has or may have against the City in connection with this Agreement.
- G. Provided that notice of default is received by CWC in accordance with Section 10.01 during any period in which CWC is in material breach of this Agreement the City shall be entitled

to withhold payment of Program Funds in an amount proportionate to the material breach. Nothing herein shall be deemed as consent by CWC that any specific instance of withholding of payments by the City is permitted by this Subsection.

### Section 3.03 Disputed Payments

Anything herein to the contrary notwithstanding, in the event an invoice submitted in accordance with Section 3.01 is disputed, DEP may withhold the disputed amount and shall notify CWC of the reason and amount withheld within ten (10) days of DEP's receipt of the invoice. The Parties shall make a good faith effort to resolve all disputes within twenty (20) days of DEP's receipt of the invoice. If the dispute is resolved, DEP shall pay any undisputed amount or amounts to CWC as soon after resolution of the dispute as is possible.

## ARTICLE 4 INSURANCE

### Section 4.01 Insurance

- A. Throughout the Program Term, CWC shall continue to maintain insurance of the kind and amount set forth in Appendix A, attached hereto.
- B. The City does not maintain commercial general liability insurance for City activity contemplated under the subject agreement. The City of New York is a municipal corporation authorized to expend funds for any loss, claim, action or judgment. This certifies that the City of New York will defend, settle and without limitation satisfy any judgment against it in connection with all claims and/or litigation filed against it by all entities and individuals for injuries and/or property damage. This is applicable to claims arising from the City's activities and/or contracts to which the City is a party. The City of New York is a self-insurer of its workers' compensation requirements pertaining to all City employees except those employees who are not eligible for New York State workers' compensation benefits.
- C. Except for contract employees covered by the insurance policies issued to CWC, CWC shall require that any Subcontractor and Project Contractor performing work involving transportation of students that is reimbursable with Program Funds, has insurance in the kind and amount of which is set forth in Appendix A attached hereto. CWC shall provide to DEP upon request, Certificates of Insurance for any Subcontractor retained or engaged by CWC for work as provided herein performed under this Agreement. and any Project Contractor retained or engaged by a Program Participant for work paid for with Program Funds. The City reserves the right to reasonably request any additional insurance to be obtained by CWC from any Subcontractor or Project Contractor beyond the insurance limits, types and on forms set forth in Appendix A, and the City acknowledges and agrees to pay the incremental cost, if any, of any additional insurance or other limits, types and on forms beyond the insurance set forth on Appendix A it requires. Additional insurance required by the City pursuant to this section shall be upon written notice to CWC detailing additional insurance types and limits so requested. The cost of any additional insurance or changes required by the City shall not reduce the City's obligation to pay up to the maximum amount set forth in Section 1.02 of this Agreement.
- D. If CWC requires any Subcontractor to procure insurance with regard to operations under this Agreement and requires such Subcontractor to name CWC as an additional insured under such

insurance, CWC shall ensure that the City and the New York City Water Board, including each of their respective officials and employees, be named as additional insureds. CWC shall enforce the insurance provisions of its Subcontracts.

- E. The insurance described in this Section and Appendix A shall only be changed or modified upon written notice to CWC and upon such written notice, CWC shall use its best efforts to cause such insurance modifications to be effective against Eligible Projects approved by CWC as of the date of such notice. In no event shall Program Funds be used to reimburse costs that do not comply with the insurance modifications after six (6) months following the date of CWC's receipt of the written notice.

## ARTICLE 5 RECORDS AND REPORTS

### Section 5.01        General

In addition to the documents provided to DEP by CWC pursuant to Article 2, at DEP's request, CWC shall provide to DEP a copy of any and all non-privileged written materials and documents that are prepared pursuant to this Agreement. The City shall have the right to use all non-privileged and non-confidential written materials, documents and information that are gathered or prepared pursuant to this Agreement for any purpose deemed appropriate by the City. The City shall maintain all documents and records submitted by CWC to DEP pursuant to this Agreement to reduce repetitive requests.

### Section 5.02        Maintenance of Records

CWC shall maintain complete and accurate records in readily accessible files on all of its activities in connection with this Agreement. Such records shall include, but are not limited to, financial records detailing the receipt, management and disbursement of all Program Funds, minutes of meetings of the CWC, and documents identified in paragraph 107(e) of the Watershed MOA. CWC shall maintain all records relating to this Agreement for seven (7) years after expiration or termination of this Agreement.

### Section 5.03        Audit and Inspection

- A. All vouchers or invoices presented for payment under this Agreement, and the books, records and accounts upon which said vouchers or invoices are based, are subject to audit by the State, including the State Comptroller, and by the City, including the City Comptroller, to the extent authorized by State and/or local law, including Section 93 of the New York City Charter. CWC agrees to cooperate with any audit undertaken in connection with this Agreement or the Program.
- B. CWC shall prepare and maintain documentation and justification in support of expenditures under this Agreement in accordance with generally accepted business and accounting practices and shall make such documentation available to the State, including the State Comptroller, and the City, including the City Comptroller, as such entities consider necessary.

### Section 5.04 Reports



- A. Quarterly Reports: Within thirty (30) calendar days after the end of each three (3) month period ending February 28 (or 29), May 31, August 31, and November 30, and within ninety (90) days after the date all work to be paid for with Program Funds is completed, CWC shall submit to DEP progress reports with respect to the Program. CWC shall also make available, upon request by the Executive Director of the Watershed Protection and Partnership Council, a copy of each progress report to the Executive Committee of the Watershed Protection and Partnership Council established by the Watershed MOA.
- B. Annual Audited Financial Reports: By the first Tuesday in April following each CWC fiscal year throughout the Program Term, CWC shall submit to DEP an audited financial statement for CWC for the preceding fiscal year, audited by an independent certified public accountant, which shall include an itemization for the Program of (i) all Program Funds expended under this Agreement, including receipts from the City and disbursements to third parties; (ii) the amount of Program Funds which CWC remains committed to pay pursuant to outstanding consultant or other contracts; (iii) receipts, if any, of CWC in repayment of Program Funds; (iv) the amount of Program Funds on hand with CWC; and (v) such other information as DEP may reasonably require.
- C. Termination Audited Financial Reports: By the first Tuesday in April after this Agreement terminates or expires, CWC shall provide to DEP, an accounting of the Program for the period from the closing date of the last financial reports submitted under Subsection (B), audited by an independent certified public accountant, which shall include an itemization for the Program of: (i) all Program Funds expended under this Agreement, including cash receipts from the City and disbursements to third parties; (ii) the amount of Program Funds which CWC remains committed to pay pursuant to outstanding consultant or other contracts; (iii) receipts, if any, of CWC in repayment of Program Funds; (iv) the amount of Program Funds on hand with CWC; and (v) such other information as DEP may reasonably require.

ARTICLE 6  
PERSONNEL

Section 6.01 Employees

- A. CWC and the City agree that, except for the member of CWC's Board of Directors. appointed by the City, CWC's employees, agents, contractors, subcontractors and/or consultants, are independent contractors of the City and not employees of the City, DEP or any department, agency, or unit of the City. In accordance with its status as an independent contractor, CWC covenants and agrees that, except for the member of the CWC Board of Directors appointed by the City, neither CWC nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City, or of any department, agency, or unit thereof.
- B. The City agrees that neither the City, nor DEP, nor their employees or agents, will hold themselves out as, nor claim to be, officers or employees of CWC.
- C. Neither the City, nor DEP shall be responsible for the work, direction, compensation and personal conduct of CWC's employees, officers, directors, agents, contractors, subcontractors and/or consultants under this Agreement, nor shall CWC be responsible, for the work, direction, compensation and personal conduct of DEP's employees, (except for the

member of CWC appointed by the City), officers, directors, agents, contractors, subcontractors and/or consultants under this Agreement.

- D. Nothing in this Agreement shall impose any liability or duty on DEP or the City for the acts, omissions, liabilities or obligations of CWC, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of CWC or for the payment of taxes of any nature including, but not limited to, sales tax, unemployment insurance, worker's compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.
- E. Each Party shall not be responsible for any physical injuries or death to the other Party's agents, servants, or employees or to any other person or damage to any property sustained during the other Party's operations and work under this Agreement resulting from any act, omission, commission or error in judgment of any of the other Party's officers, members, trustees, employees, agents, servants, or independent contractors. Each Party shall not be responsible for the safety and protection of the other Party's employees.

### Section 6.02 Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 of the Labor Law of the State of New York, all persons employed by CWC in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by law, not less than the minimum wage as prescribed by law. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement.

### Section 6.03 Equal Employment Opportunity

- A. CWC agrees that it has not and will not engage in any unlawful discrimination based upon race, creed, age, gender, including sexual harassment, sexual orientation, color, religion, national origin, marital status, physical or mental disability, status with regard to public assistance, religious practice, presence of a service dog, criminal conviction (unless there is a direct relationship between one or more of the previous criminal offenses and the specific employment sought or held by the individual; or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public), pregnancy, victim of domestic violence, military status, or predisposing genetic characteristics in recruitment, employment, promotion, demotion, transfer, reduction in force, termination, rate of pay, training programs, employees' use of CWC facilities for employment-related purposes and all other terms and conditions and privileges of employment. CWC will comply with all rules, orders and regulations of lawful authorities having jurisdiction over any phase of its operations including, but not limited to, those concerned with equal employment opportunity.
- B. CWC will state in all solicitations or advertisements for employees placed by or on behalf of CWC that all qualified applicants will receive consideration for employment without unlawful discrimination based on the categories set forth in Subsection A above, and that it is an equal employment opportunity employer.
- C. CWC shall send to any labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written



notification of its equal employment opportunity commitments and policy.

#### Section 6.04 Whistleblower Protection Expansion Act

CWC shall comply with all of the requirements of the Whistleblower Protection Expansion Act, as set forth in Appendix B, annexed hereto and by this reference incorporated herein. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement. The Parties also acknowledge that CWC is required to comply with Article 9, Title 12 of the New York State Public Authorities Law, "Whistleblower Access and Assistance Program."

### ARTICLE 7 PROCUREMENT OF GOODS AND SERVICES

#### Section 7.01 Competitive Bidding of Work

- A. Unless otherwise specified, CWC shall competitively bid all work, exclusive of professional services, not performed by CWC that would be subject to public bidding, in accordance with the provisions of Section 103 of the General Municipal Law, which would apply if CWC were a municipal corporation and shall submit each bid for work to at least one (1) woman or minority-owned company as certified by New York State Urban Development Corporation D/B/A Empire State Development Corporation. CWC shall award competitively bid work to the lowest responsible and responsive bidder. CWC shall solicit, review and evaluate bids, and award contracts in accordance with the provisions of Section 103 of the State General Municipal Law which would apply if CWC were a municipal corporation.
- B. CWC shall adhere to its professional consultant procurement policy and procedures, which it will follow to obtain professional services. The policy and procedures shall require that for all professional service contracts in the amount of Twenty-Five Thousand Dollars (\$25,000) or more, CWC shall solicit proposals from at least three (3) prospective consultants qualified under the laws of the State of New York to perform the proposed work, except that three (3) proposals shall not be required when selecting a governmental agency.
- C. Nothing in this Section 7.01 shall be construed as requiring competitive bidding of Program Participation Agreements entered into by CWC

#### Section 7.02 Subcontract Requirements

- A. Before allowing a Subcontractor to perform any work paid with Program Funds, CWC shall enter into Subcontracts with Subcontractors which shall include the provisions set forth below. For purposes of this Agreement, any Program Participation Agreement shall not be considered a "Subcontract".
  - 1. A requirement that the Subcontractor perform all work in accordance with the terms of this Agreement;
  - 2. A requirement that the Subcontractor perform all acts to be performed under the Subcontract in compliance with all applicable federal, State and local laws, rules, regulations and orders, including that all projects, facilities or other measures funded with Program Funds requiring review and approval by DEP under the Watershed

Regulations or required to be designed, constructed or implemented in accordance with standards set forth in the Watershed Regulations, be submitted for such review and approval and be designed, constructed, and implemented in accordance with the Watershed Regulations;

- 3.
4. A statement and a requirement that a Subcontractor, to the maximum extent permitted by law, defend, indemnify, and hold harmless the City and the New York City Water Board, including each of its officials and employees from any and all claims (including but not limited to claims asserted by any employee of CWC, the Subcontractor, or one of its subcontractors or subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Subcontractor and/or its own subcontractors or subconsultants in the performance of the Subcontract or from the Subcontractor's and/or its own subcontractor's or subconsultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this section by way of cross-claim, third-party claim, declaratory action or otherwise. The statement shall further require that the indemnification obligation contemplates (1) full indemnity in the event of liability imposed against the City, its officials and employees without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the City, its officials or employees, either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of law, or otherwise). The statement shall further require that where the indemnification provides for partial indemnity, all costs and expenses shall be indemnified on a pro rata basis. The Subcontract shall further state that the foregoing indemnification shall not relieve the Subcontractor of its obligations to purchase insurance (as described in Article 4 of this Agreement), nor shall a failure to purchase said insurance relieve Subcontractor of its indemnification obligations;
5. A requirement that Subcontractors agree to and comply with a budget, a scope of work, a progress schedule for completion of the work within specified milestones and payment schedule which is dependent upon completion of the work within the specified period of performance;
6. A representation and warranty that no payment, gift or thing of monetary value was made, given or promised to a CWC officer, director, or employee to obtain the Subcontract or any other agreement with the City or CWC;
7. A statement and requirement that nothing contained in the Subcontract shall impair the rights of the City under this Agreement or the Watershed MOA;
8. A statement and requirement that nothing contained in the Subcontract shall create any contractual relationship between the Subcontractor and the City; and
9. A requirement that the Subcontractor not engage in any unlawful discrimination in hiring

employees under the Subcontract based upon race, creed, color, national origin, sex, age, disability, marital status or sexual orientation.

- B. CWC shall enforce the foregoing provisions of its Subcontracts.
- C. CWC shall require all Subcontractors to complete and submit the City's standard "PASSPort Questionnaire", (or successor questionnaire) and required backup documentation, if any.
- D. CWC shall require Subcontractors performing public work within the meaning of Section 220 of the New York State Labor Law pay not less than the prevailing wage to laborers, workmen and mechanics performing such public work and comply with all other applicable provisions of Section 220 of the Labor Law. CWC shall also require such Subcontractors to maintain records evidencing their compliance with Subsection 220 of the Labor Law, including, but not limited to, daily sign-in sheets and City Comptroller certified payroll reports.

#### Section 7.03 Business Integrity for Covered Subcontracts

- A. For purposes of this Section the following definitions apply:
  - 1. "Affiliate" shall mean an entity in which the parent of the proposed Subcontractor owns more than 50 percent voting stock or an entity in which a group of principal owners which owns more than 50 percent of the proposed Subcontractor also owns more than 50 percent of the voting stock.
  - 2. "Covered Subcontract" shall mean a Subcontract of \$250,000 or more with CWC and a Subcontractor, other than a Government Entity, or which is valued at \$250,000 or more when aggregated with the value of all other contracts funded with funds provided by the City and awarded to the same Subcontractor, other than a Government Entity during the immediately preceding twelve-month period. In determining whether a Subcontract is a Covered Subcontract, CWC shall be entitled to rely on a certificate of the subject Subcontractor, except where CWC has actual knowledge that a Subcontract is a Covered Subcontract.
  - 3. "Government Entity" shall include any State or any political subdivision thereto, any entity described in Section 99-r of the New York General Municipal Law, and any federal, state or local agency, department, board, bureau, public authority or public benefit corporation.
  - 4. "Principal Owner" shall mean an individual, partnership, joint venture or corporation which holds a ten percent (10%) or greater ownership interest in a proposed Subcontractor.
- B. A Covered Subcontract shall not be awarded to persons or entities other than Eligible Subcontractors. An "Eligible Subcontractor" for purposes of this Section is a Subcontractor that has a satisfactory record of business integrity. A Subcontractor shall be deemed to lack the requisite record of business integrity if any of the following criteria are met within or during the period commencing ten (10) years prior to completion of the PASSPort questionnaire and continuing through the date of determination:
  - 1. Criminal conduct in connection with government contracts or the conduct of business activities involving: a) the infliction, attempted infliction, or threat of death, intentional

personal injury, or intentional property damage, in connection with involvement in a pattern of racketeering, labor racketeering, extortion, obstruction of justice, or other comparable crimes; b) bribery, fraud, bid rigging, embezzlement, theft, perjury, forgery, or other comparable crimes; c) serious moral turpitude, fundamental lack of integrity, or a pattern or practice of a knowing disregard for the law so as to call into question the integrity of the proposed Subcontractor; or (d) conspiracy to do any of the above acts. Evidence of such conduct shall consist of (A): (1) a judgment of conviction, (2) a pending criminal indictment, or (3) a formal grant of immunity in connection with a criminal prosecution, in each case of a proposed Subcontractor, any director or officer, any principal, and any employee primarily responsible for contracting procedures, or any holder of five percent (5%) or more of the shares or equity of the proposed Subcontractor, or any affiliate or subsidiary of the proposed Subcontractor; or (B) any ongoing criminal investigation by a law enforcement agency in which the proposed Subcontractor, any director or officer, any principal, employee primarily responsible for contracting procedures, or any holder of five percent (5%) or more of the shares or equity of the proposed Subcontractor, or any affiliate of the proposed Subcontractor is a target.

2. An actual determination by a person or entity which has jurisdiction of a willful noncompliance with the prevailing wage requirements of Section 220 of the Labor Law by the proposed Subcontractor or any affiliate thereof.
3. An actual determination by a person or entity which has jurisdiction of a significant willful violation of the Workers' Compensation Law including, but not limited to, the failure to maintain required workers' compensation or disability coverage.
4. An actual determination by a person or entity which has jurisdiction of a submission by the proposed Subcontractor to a government agency of a false or misleading statement on a uniform questionnaire or other form in connection with a bid or proposal for, or award of, a contract or request for approval of a subcontractor.
5. A conviction or judgment of civil liability against the proposed Subcontractor for fraud in connection with a bid or proposal for, or award of, a contract or request for approval of a subcontract.
6. Debarment or current suspension of the proposed Subcontractor for reasons of business integrity from consideration for the award of contracts with a governmental entity or public authority pursuant to any procedure enacted by statute or adopted by regulation providing for notice and hearing.
7. Arrears for more than one year on income, sales or payroll taxes.

- C. Before any Covered Subcontract is awarded to a Subcontractor of CWC, CWC shall require the proposed Subcontractor to complete and file, electronically via the City's online portal system ("PASSPort") or such successor system, the City's standard "PASSPort Questionnaire" (or successor questionnaire) and required backup documentation, if any, at least ten (10) days before the Covered Subcontract is awarded, with a copy to the following address:

New York City Department of Environmental Protection  
59-17 Junction Boulevard 17<sup>th</sup> Floor  
Flushing, New York 11373-5108

Attention: Agency Chief Contracting Officer

The City shall provide CWC with the name of the contact person who shall provide information during regular business hours as to whether the City has received the PASSPort Questionnaire and the status of the City's review. Within ten (10) days of receiving the duly executed and filed PASSPort Questionnaire as required by the City, the City shall notify CWC if the PASSPort Questionnaire is not complete. If the City fails to notify CWC within such ten (10) day period, the PASSPort Questionnaire shall be deemed complete. Within ten (10) days of receiving the City's acknowledged receipt of the PASSPort Questionnaire, the City may provide a report indicating whether any of the criteria of Subsection (B) are met, including an explanation of the non-confidential evidence that such criteria are met. If the report states in fact that such criteria are met, the Subcontractor will be deemed not to be an Eligible Subcontractor unless the City and CWC agree that the Subcontractor possesses a satisfactory record of business integrity.

- D. Even if the Subcontractor does not meet the criteria set forth in Subsection (B), the City may provide CWC with information within the ten (10) day period set forth in Subsection (C) which may be relevant to the question of whether a proposed Subcontractor for a Covered Subcontract has a satisfactory record of business integrity. Before awarding the Covered Subcontract, CWC shall receive and consider such information provided by the City. If, after receiving and considering such information, CWC intends to proceed to award the Covered Subcontract to such Subcontractor, before making such award, CWC shall respond in writing to any such information provided by the City. If CWC intends to award the Covered Subcontract and if the City and CWC continue to disagree, CWC shall refer the issue to the Executive Committee of the Watershed Protection and Partnership Council for a recommendation. The Executive Committee shall be given the information provided to CWC by the City, CWC's written response, and any additional written material which the City or CWC desires to submit. The Executive Committee shall have fifteen (15) days in which to issue a recommendation as to whether a proposed Subcontractor has a satisfactory record of business integrity. CWC shall make a determination whether to award the Covered Subcontract to the proposed Subcontractor after one of the following occurs, whichever is applicable: (1) the Executive Committee fails to make a recommendation within the fifteen (15) days allotted for Executive Committee review; or (2) CWC reviews any recommendation made by the Executive Committee within such fifteen (15) days.
- E. If no report referred to in Subsection (C) or no information referred to in Subsection (D) is received from the City within the applicable period following the submission of the PASSPort Questionnaire as provided in Subsection (C), the Subcontractor may be deemed to be an Eligible Subcontractor for purposes of this Section.
- F. The City shall not use this Section as a means of restricting the selection or approval of an Eligible Subcontractor over another Eligible Subcontractor, or the decision that one project be undertaken instead of another. The report shall be based solely on the criteria set forth in Subsection (B) and shall not be based on other factors including, without limitation, financial resources, technical qualifications, experience, organization, material, equipment, facilities, personnel resources and expertise, a satisfactory record of performance, the existence of accounting and auditing procedures, or compliance with requirements for the utilization of small, minority-owned and women-owned businesses as subcontractors; provided that the City shall be entitled to review and rely upon any facts and circumstances relevant to the criteria set forth in Subsection (B).
- .G. In addition to and not in limitation of the indemnification provision in Article 11, at CWC's request,

the City shall defend, indemnify and hold harmless CWC, its officers, agents and employees from and against any liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of a determination with respect to a Covered Subcontract pursuant to this Section, including, the requirements that Subcontractors complete and submit the Disclosures and meet the criteria in Subsection (B), the requirement of submitting disputes to the Executive Committee in Subsection (D), the report or other information provided by the City to CWC; and any other dissemination of the information provided by the City necessary to comply with this Section. CWC agrees to cooperate with and provide reasonable assistance to the City in defending any actions or claims which the City has undertaken to defend pursuant to this Subsection.

#### Section 7.04 Business Integrity Review for Project Contractors and State Labor Law Requirements for Eligible Projects

A. CWC agrees and covenants that for Project Contracts covering proposed Eligible Costs in excess of \$250,000 or which is valued in excess of \$250,000 when aggregated with the value of all other contracts funded with Program Funds paid, directly, by two-party check, or otherwise, to the same Project Contractor during any calendar year, shall not be reimbursed with Program Funds if DEP determines, through the procedures set forth below, that the contractor does not have a satisfactory record of business integrity based on the considerations identified below.

1. Within fifteen (15) days of the Effective Date of this Agreement, CWC shall submit the "Project Contractor Approval Form" annexed hereto as Appendix C via e-mail to DEP's Deputy ACCO at an email address to be provided by DEP's Project Manager for the Program with a copy sent via e-mail to the DEP Program Manager, for any Project Contractor that was paid \$250,000 or more in Program Funds under the Public Education Program in the previous twelve (12) month period.
2. By January 31 of every year following the first year of this Agreement, CWC shall submit the Project Contractor Approval Form annexed hereto as Appendix C via email to DEP's Deputy ACCO, for any contractor that was paid \$250,000 or more in Program Funds in the previous twelve (12) month period. DEP shall provide CWC with six-months written notice before implementing any change to the Project Contractor Approval Form.
3. DEP reserves the right to reject the business integrity of any Project Contractor within thirty (30) days of the submittal of the foregoing Project Contractor Approval Form; provided that approval will be presumed if CWC has not received a rejection to the Project Contractor within said thirty (30) day period.
4. Notwithstanding the foregoing, such approval is not required in all individual employer-employee Project Contracts with an entity as described in Section 99-r of the General Municipal Law or any federal or local governmental agency.
5. Nothing herein shall preclude DEP from notifying CWC, at any time, that it has determined, based on the considerations identified below, that an entity (other than an entity as described in Section 99-r of the General Municipal Law or a federal or local governmental agency) does not have a satisfactory record of business integrity. In the event DEP makes such a determination, CWC may not provide any further Program Funds to such entity.



6. Nothing herein shall preclude CWC from submitting a "Project Contractor Approval Form" via e-mail to DEP's Deputy Agency Chief Contracting Officer at any time other than the submissions described above. Based on such a submission, DEP may reject the business integrity of any Project Contractor within ten (10) business days of the submittal of the foregoing Project Contractor Approval Form; provided that approval will be presumed if CWC has not received a rejection to the Project Contractor within said ten (10) business day period.

B. In determining whether a Project Contractor has a satisfactory record of business integrity, DEP will consider:

1. Criminal conduct in connection with government contracts or the conduct of business activities involving: a) the infliction, attempted infliction, or threat of death, intentional personal injury, or intentional property damage, in connection with involvement in a pattern of racketeering, labor racketeering, extortion, obstruction of justice, or other comparable crimes; b) bribery, fraud, bid rigging, embezzlement, theft, perjury, forgery, or other comparable crimes; c) serious moral turpitude, fundamental lack of integrity, or a pattern or practice of a knowing disregard for the law so as to call into question the integrity of the Project Contractor; or d) conspiracy to do any of the above acts. The evidence DEP may consider in connection with such conduct is that described in Subsection 7.03(B)(1) above.
2. A conviction or judgment of civil liability against the Project Contractor, for fraud in connection with a bid or proposal for, or award of, a contract or request for approval of a subcontract.
3. An actual determination by a person or entity which has jurisdiction of a willful noncompliance with the prevailing wage requirements of Section 220 of the Labor Law by the proposed Project Contractor or any affiliate thereof.
4. Debarment or current suspension of the Project Contractor, for reasons of business integrity from consideration for the award of contracts with a government, governmental entity or public authority pursuant to any procedure enacted by statute or adopted by regulation providing for notice and hearing.
5. Arrears for more than one year on income, sales or payroll taxes.

C. Project Contractors performing public work within the meaning of Section 220 of the New York State Labor Law shall pay not less than the prevailing wage to laborers, workmen and mechanics performing such public work and comply with all other applicable provisions of Section 220 of the Labor Law. CWC shall also require Project Contractors engaged in such public work to maintain records evidencing their compliance with this Subsection, including, but not limited to, daily sign-in sheets and City Comptroller certified payroll reports.

## ARTICLE 8 REPRESENTATIONS AND WARRANTIES

### Section 8.01 Status and Authority of CW Corp

A. CWC represents and warrants that:

1. CWC is and will continue to be a local public authority duly organized under Section 1411 of the New York State Not-For-Profit Corporation Law, validly existing and in good standing under the laws of the State of New York.
2. CWC has all requisite power and authority to execute, deliver and perform this Agreement.
3. CWC has supplied DEP with current copies of its certificate of incorporation and by-laws, and will update these if they are amended during the term of this Agreement.
4. This Agreement has been duly authorized by all necessary action on the part of CWC and has been duly executed and delivered by CWC and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of CWC.
5. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under CWC's certificate of incorporation or by-laws, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which CWC is bound, or to the knowledge of CWC, any order, rule or regulation of any court or governmental agency or body having jurisdiction over CWC or any of its activities or properties.
6. Acceptance of any Program Funds hereunder shall be deemed at such time a reaffirmation of the representations and warranties hereof.

#### Section 8.02 Authority of the City

A. The City represents and warrants that:

1. The City has all requisite power and authority to execute, deliver and perform this Agreement. DEP is a validly authorized and existing agency of the City, with full right and power to execute, deliver and perform its obligations under this Agreement.
2. The execution, delivery and performance by the City and DEP of this Agreement are within the powers of the City and DEP, and upon registration of this Agreement pursuant to Section 328 of the City Charter, will have been duly authorized by all necessary action on the part of the City, and will require no action by, or in respect of, or filing with, any governmental body, agency or official. Upon registration of this Agreement pursuant to Section 328 of the City Charter, the City also represents that the City and DEP will have complied with all applicable laws in connection with the execution, delivery and performance of this Agreement.
3. The execution and delivery of this Agreement by the City and DEP, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under any provision of applicable law, charter, ordinance or regulation or, to the extent of the City's knowledge, of any material agreement, judgment, injunction, order, decree or other instrument binding upon the City or DEP.

#### Section 8.03 Conflict of Interest



- A. CWC represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly, in any contracts or subcontracts including Program Participation Agreements, except contracts or subcontracts between CWC and a government, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided.
- B. CWC further represents and warrants that, in the performance of this Agreement, no person having such interest or possible interest in any contracts or subcontracts, including Program Participation Agreements, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided shall be employed by it or receive any of the Program Funds to be paid to CWC by the City.
- C. An employee, officer, director or member of CWC, upon learning that any project proposed for funding from hereunder will directly benefit himself/herself or a member of his/her family (parents, grandparents, siblings, children, or grandchildren), or will directly benefit any firm which he/she or any of the foregoing persons holds a financial interest, shall disclose his/her association to the Board of Directors of CWC and DEP, and refrain from participating in any consideration, review or approval of the project at issue.
- D. No elected official or other officer or employee of the City or DEP, nor any person whose salary is payable, in whole or in part, from the City Treasury, or from Program Funds shall participate in any decision relating to this Agreement which affects her/his personal interest or the interest of any corporation, partnership or association other than the City or DEP, in which he/she is, directly or indirectly, interested.
- E. CWC shall continue to implement its conflict-of-interest policy which shall also provide -that no officer, employee or director of CWC shall use or attempt to use his/her position with CWC to obtain any financial gain, contract, privilege or other advantage from the Program. The conflict of interest policy shall also provide that any officer, employee or director of CWC shall fully disclose to CWC any financial or other interest in any proposed contract or subcontract to be awarded or approved by CWC before any discussion of such matter or vote regarding such matter, shall absent himself or herself from, and shall not participate in any discussion or vote concerning such matter, and shall not seek to use personal influence in connection with the Board of Directors' consideration of such matter. Nothing in this Section, however, shall prohibit an elected official of a West of Hudson Watershed municipality or employee of the City from using his/her position with CWC to obtain a gain, contract, privilege or other advantage for the benefit of the municipality represented by such official or of the City provided that any benefit conferred on such official or employee personally by virtue of such action is similar to the benefit conferred on other eligible residents of the municipality.
- F. CWC's conflict of interest policy shall continue to provide that no officer, employee or director of CWC shall assume a position as director, officer or employee with, or acquire a financial interest in any firm or corporation other than a municipality which is awarded a contract by the CWC except if approved in writing by the Executive Committee of the Watershed Protection and Partnership Council.
- G. For purposes of CWC's conflict of interest policy, a conflict of interest will be deemed to exist if the officer, director, or employee of CWC has, or the officer's, director's or employee's immediate

family has, or is considering acquiring, a position with, or an ownership or other financial interest in, any person or firm holding, bidding for, or proposed to be awarded a contract, including a Program Participation Agreement, or subcontract to be awarded hereunder.

## ARTICLE 9 APPLICABLE LAWS, RULES, AND REGULATIONS

### Section 9.01 Severability

If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.

### Section 9.02 Compliance with the Law

Each Party agrees that all acts to be performed by it in connection with this Agreement shall be performed in compliance with all applicable federal, State and local laws, rules, regulations and orders.

## ARTICLE 10 DEFAULT, SUSPENSION OR TERMINATION

### Section 10.01 Defaults

If either Party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting Party from the non-defaulting Party, such non-defaulting Party may (in addition to any other rights or remedies available at law or in equity) suspend work or terminate this Agreement upon written notice to the defaulting Party. If a material breach of the Agreement cannot be cured within thirty (30) days, the Agreement shall not be suspended or terminated pursuant to this Section if the breaching Party commences appropriate actions to cure the breach prior to the end of the thirty (30) days and diligently prosecutes the actions necessary to cure the breach.

### Section 10.02 Additional Remedies for City Default

- A. If CWC substantially prevails in an action against the City to enforce this Agreement, the City will pay to CWC its reasonable attorney's fees which have been actually incurred.
- B. If the City fails to make a payment to CWC within thirty (30) days of the date such payment became due and owing under this Agreement and this Agreement was valid and enforceable on the date such payment became due and owing, the City shall pay CWC interest on such missed payment from the date such payment became due and owing until the date such payment is actually made. Interest shall be payable at an annual rate equal to the prime lending rate used by J.P. Morgan Chase & Co., or its successor, as of the date the payment became due and owing, plus two percent (2%), compounded annually. Such interest shall be in addition to, and not in lieu of, other damages, including consequential damages (other than the costs of borrowing to replace funds not received from the City) and interest, CWC may be entitled to under the common law and statutes of New

York State, including the Civil Practice Law and Rules. Such interest shall also be in addition to, and shall not reduce, the City's payment obligations under Section 3.01. Any such interest shall be paid into Program Funds and shall be used in the same manner, and subject to the same restrictions as other Program Funds.

### Section 10.03 Force Majeure

- A. In the event the City cannot comply with the terms and conditions of this Agreement because of climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God; acts of war or of the public enemy or terrorist acts; disruption, outage or power failure caused by a utility's inability to provide service, pandemics, epidemics, outbreaks of infectious disease or any other public health emergency; other states of emergency declared by the City, State or Federal government, quarantine restrictions, and freight embargoes; including the City's reasonable responses to any of the above or other condition as to which conduct the City was not the proximate cause, the City's performance hereunder may be excused or delayed provided the City notifies CWC and the Watershed Protection and Partnership Council in writing within ten (10) days of obtaining knowledge of such condition and requests an appropriate extension of the relevant terms and conditions of this Agreement and further provided that the City makes its best efforts to provide for alternate arrangements to fulfill the terms and conditions of this Agreement.
  
- B. In the event CWC cannot comply with the terms and conditions of this Agreement because of climatic conditions including; storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God; acts of war or of the public enemy or terrorist acts; disruption, outage or power failure caused by a utility's inability to provide service, pandemics, epidemics, outbreaks of infectious disease or any other public health emergency; other states of emergency declared by the City, State or Federal government, quarantine restrictions, and freight embargoes; including the City's reasonable responses to any of the above or other condition as to which conduct the CWC was not the proximate cause, CWC's performance hereunder may be excused or delayed provided CWC notifies the City in writing within thirty (30) days of obtaining knowledge of such condition and requests an appropriate extension of the relevant terms and conditions of this Agreement and further provided that CWC uses best efforts to provide for alternate arrangements to fulfill the terms and conditions of this Agreement. Nothing in this Subsection shall excuse CWC from using Program Funds for the purposes set forth in Articles 2 and 3 of this Agreement.
  
- C. Nothing in this section shall impair the rights and obligations of the Parties under the Watershed MOA, any filtration avoidance determination for the West of Hudson Watershed, any water withdrawal permit issued by New York State Department of Environmental Conservation concerning the West of Hudson Watershed, or any other separate agreement between the Parties.

### Section 10.04 Rights Upon Termination of Agreement

Upon termination of this Agreement, whether by expiration of its term or otherwise, the following procedures shall be followed:

1. The City shall stop making further payments to CWC pursuant to this Agreement, except that CWC shall be entitled to receive Program Funds in a manner consistent with this Agreement to pay obligations necessarily incurred by CWC in accordance with this Agreement pursuant to

Subcontracts entered into in good faith prior to notice of termination pursuant to Section 10.01.

2. CWC shall submit, within ninety (90) calendar days, the reports required pursuant to Subsection 5.04(C).
3. If DEP's review of the reports required under Subsection 5.04(C) indicates that any Program Funds that the City has advanced were not applied towards an eligible cost or other authorized expense in connection with the Program, or were otherwise not authorized under this Agreement, such amount will be reimbursed to DEP, together with the total amount of any and all unspent Program Funds still held by CWC, within thirty (30) days of receipt by CWC of DEP's demand therefor.

## ARTICLE 11 INDEMNIFICATION

### Section 11.01 Indemnification

The Parties agree to indemnify each other and save each other harmless from all claims, liabilities, losses or expenses of every character whatsoever relating to or arising out of this Agreement, where such injury or damage is the result of the indemnifying Party's or its contractor's, negligence or intentional tortious act arising from any activities relating to this Agreement. In the event such injury or damage is caused by the combined negligence of the Parties, each Party shall be responsible for its relative culpability. Any costs incurred by the City pursuant to this Section shall be in addition to, and shall not reduce, the City's obligations under Section 3.01. Any indemnification by the indemnifying Party shall be strictly in excess of any and all insurance coverage carried by the indemnified Party's contractors, if any.

## ARTICLE 12 INVESTIGATIONS

### Section 12.01 Cooperation with Governmental Investigations

CWC and the City agree to cooperate fully and faithfully with any investigation, audit or inquiry relating to the subject matter of this Agreement conducted by a New York State or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry. Any breach or violation of the foregoing may be deemed a breach or violation of a material provision of this Agreement.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### Section 13.01 Assignment or other Disposition of the Agreement

CWC agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title, or interest therein, or its power to execute such Agreement to any person,

company or corporation without the previous written consent of the City, except that the foregoing provision shall not prohibit CWC from retaining and employing Subcontractors to assist in performing the Services hereunder subject to the limitations and restrictions on Subcontractors set forth in Article 7 of this Agreement.

#### Section 13.02 Modification

This Agreement may not be modified or amended except by an instrument in writing signed by both of the Parties hereto, effective upon registration by the City pursuant to Section 328 of the Charter of the City of New York. This Agreement may not be modified or amended orally.

#### Section 13.03 Notifications

Unless otherwise expressly provided in this Agreement, any notice from one Party to the other required or permitted to be given hereunder shall be in writing and shall be delivered by hand, or by certified mail, return receipt requested, to the following addresses:

If to DEP:

New York City Department of Environmental Protection  
71 Smith Avenue  
Kingston, New York 12401  
Attention: Deputy Commissioner  
Bureau of Water Supply

with a copy to:

New York City Department of Environmental Protection  
59-17 Junction Boulevard, 19th Floor  
Flushing, New York 11373  
Attention: General Counsel

If to CWC:

Catskill Watershed Corporation  
669 County Highway 38, Suite 1  
Arkville, New York 12406  
Attention: Executive Director

Either Party may change the address to which notice to such Party shall be sent by sending written notice of such change to the other Party.

#### Section 13.04 No Third Party Beneficiary

This Agreement between CWC and the City is not intended to create any benefit or interest in any third party.

### Section 13.05 Cooperation

Both Parties acknowledge and agree, that during the Program Term they will provide each other promptly with all documentation, reports, and information which may be necessary to carry out their respective obligations under this Agreement. Nothing in this Agreement shall be deemed as consent by either Party to provide documents protected by, or to waive, the attorney/client privilege or the attorney work product privilege.

### Section 13.06 Claims or Actions Against the City

- A. No director, officer, employee, agent or other person authorized to act on behalf of the City shall have any personal liability in connection with this Agreement or any failure of the City to perform its obligations hereunder.
- B. CWC shall report to DEP in writing within seven (7) days of the initiation by CWC or the service on CWC of any legal action or proceeding in connection with or relating to this Agreement. In the event any claim is made or any action brought in any way relating to the Agreement herein (except an action brought by the CWC against the City or by the City against CWC), CWC shall diligently render to DEP and/or the City without additional compensation, any and all reasonable and necessary assistance which DEP and/or the City may require of CWC to prosecute or defend against such claim or action.

### Section 13.07 Political and Lobbying Activity

- A. CWC shall not engage in any partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office and otherwise attempt to influence legislation as part of or in connection with this Agreement, nor shall Program Funds be used for such purpose.
- B. Nothing in this Agreement shall prevent CWC from applying for, or obtaining any, financial assistance through grants, loans or other forms of financial aid from any federal, State, local or City agencies, or private or charitable organizations.

### Section 13.08 Miscellaneous

- A. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Parties consent to the jurisdiction of the Supreme Court of the State of New York for disputes arising from this Agreement.
- B. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all inconsistent prior agreements with respect to the subject matter hereof, whether written or oral.
- C. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly

authorized representatives.

The New York City Department of  
Environmental Protection

By: \_\_\_\_\_  
Name:  
Title:

Catskill Watershed Corporation

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM AND  
CERTIFIED AS TO LEGAL AUTHORITY

---

Acting Corporation Counsel of  
The City of New York





APPENDIX A  
Insurance Specifications

The following terms supplement Article 4 of this Agreement. Defined terms shall take the same meaning as indicated in this Agreement.

Section 1 Agreement to Insure

CWC shall maintain and shall cause its Subcontractors and Project Contractors to maintain, the following types of insurance if and as indicated in Schedule A of this Appendix A (with the minimum limits and special conditions specified in Schedule A) throughout the Program Term. All insurance shall meet the requirements set forth in this Appendix A. Wherever this Appendix A requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that CWC (or its Subcontractor or Project Contractor) can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

Section 2 Workers’ Compensation, Disability Benefits, and Employers’ Liability Insurance

A. CWC shall maintain workers’ compensation insurance, employers’ liability insurance, and disability benefits insurance, in accordance with applicable law on behalf of, or in regard to, all employees providing services under this Agreement.

B. Within 10 days of the Effective Date, or as otherwise specified by DEP, and as required by N.Y. Workers’ Compensation Law §§ 57 and 220(8), CWC shall submit proof of CWC’s workers’ compensation insurance and disability benefits insurance (or proof of a legal exemption) to DEP in a form acceptable to the New York State Workers’ Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms, or equivalent, are acceptable:

1. Form C-105.2, Certificate of Workers’ Compensation Insurance;
2. Form U-26.3, State Insurance Fund Certificate of Workers’ Compensation Insurance;
3. Form SI-12, Certificate of Workers’ Compensation Self-Insurance;
4. Form GSI-105.2, Certificate of Participation in Worker’s Compensation Group Self-Insurance;
5. Form DB-120.1, Certificate of Disability Benefits Insurance;
6. Form DB-155, Certificate of Disability Benefits Self-Insurance;
7. Form CE-200 – Affidavit of Exemption;

8. Other forms approved by the New York State Workers' Compensation Board; or

9. Other proof of insurance in a form acceptable to the City.

### Section 3 Other Insurance

A. Commercial General Liability Insurance. CWC shall maintain commercial general liability insurance in the amounts specified in Schedule A of this Appendix A, covering operations under this Agreement. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and "occurrence" based rather than "claims-made." Such coverage shall list the City, together with its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26.

B. Commercial Automobile Liability Insurance. If vehicles are used in the provision of Work under this Agreement, CWC shall maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

C. Professional Liability Insurance.

1. CWC shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such Services to be provided under this Agreement. The policy or policies shall cover the liability assumed by CWC under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of CWC or anyone employed by CWC.

2. All Subcontractors of CWC providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in Schedule A of this Appendix A. At the time of the request for subcontractor approval, CWC shall provide to DEP, evidence of such professional liability insurance on a form acceptable to DEP.

3. Claims-made policies will be accepted for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, CWC shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

#### Section 4 General Requirements for Insurance Coverage and Policies

A. Unless otherwise stated, all insurance required by this Appendix A must:

1. be provided by companies that may lawfully issue such policies;
2. have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department; and
3. be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance) and any other entity listed as an additional insured on Schedule A of this Appendix A.

B. CWC shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

C. There shall be no self-insurance program, including a self-insurance retention, exceeding \$10,000.00, with regard to any insurance required under Section 3 of this Appendix A unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City and any other additional insured listed on Schedule A of this Appendix A with all rights that would be provided by traditional insurance required under this Appendix A, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

D. The limits of coverage for all types of insurance for the City, including its officials and employees, and any other additional insured listed on Schedule A of this Appendix A that must be provided to such additional insured(s) shall be the greater of (i) the minimum limits set

forth in Schedule A or (ii) the limits provided to CWC as named insured under all primary, excess, and umbrella policies of that type of coverage.

#### Section 5 Proof of Insurance

A. For each policy required under this Appendix A, CWC shall file proof of insurance and, where applicable, proof that the City, including its officials and employees, is an additional insured with DEP within ten days of the Effective Date. The following proof is acceptable:

1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in Schedule A of this Appendix A) and any endorsements by which the City, including its officials and employees, have been made an additional insured; or

2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

B. Proof of insurance confirming renewals of insurance required under Section 3 of this Appendix A must be submitted to DEP prior to the expiration date of the coverage. Such proof must meet the requirements of Section 5(A) of this Appendix A.

C. CWC shall provide the City with a copy of any policy required under this Appendix A upon the demand for such policy by the Commissioner or the New York City Law Department.

D. Acceptance by the Commissioner of a certificate or a policy does not excuse CWC from maintaining policies consistent with all provisions of this Appendix A (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

E. If CWC receives notice, from an insurance company or other person, that any insurance policy required under this Appendix A shall expire or be cancelled or terminated for any reason, CWC shall immediately forward a copy of such notice to both the address referred to in Schedule A of this Appendix A and to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

#### Section 6 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by this Appendix A, CWC shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where CWC may not be covered under such policy if this Agreement requires that the City be an additional insured. Such notice shall expressly specify that “this notice is being given on behalf of the City of New York, including its officials and employees, as additional insured” (such notice shall also include the name of any other entity listed as an additional insured on Schedule A of this Appendix A) and contain the following information to the extent known: the number of the insurance policy; the

name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. CWC shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If CWC fails to comply with the requirements of this paragraph, CWC shall indemnify the City, together with its officials and employees, and any other entity listed as an additional insured on Schedule A of this Appendix A for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees, and any other entity listed as an additional insured on Schedule A of this Appendix A.

B. CWC's failure to maintain any of the insurance required by this Appendix A shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Appendix A shall not relieve CWC or Subcontractors or Project Contractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or law.

D. With respect to insurance required by Section 3 of this Appendix A and Schedule A of this Appendix A (but not including professional liability/errors and omissions insurance), CWC waives all rights against the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A of this Appendix A for any damages or losses that are covered under any insurance required under this Appendix A (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of CWC and/or its Subcontractors or Project Contractors in the performance of this Agreement.

E. If CWC uses any Subcontractor who will make or participate in any delivery under this Agreement, CWC shall require that those Subcontractors obtain insurance meeting the requirements of this Appendix A. In the event CWC requires any Subcontractor to maintain insurance with regard to any operations under this Agreement and requires such Subcontractor to list CWC as an additional insured under such insurance, CWC shall ensure that such entity also list the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A of this Appendix A as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

With response to Insurance required by Schedule A of this Agreement, CWC and any Subcontractor or Project Contractor may procure supplemental insurance, including umbrella type policies to meet the requirements of Schedule A.

SCHEDULE A

| Types of Insurance                                                                                                                                             | Minimum Limits and Special Conditions                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>■ Workers' Compensation § 2</li> <li>■ Disability Benefits Insurance § 2</li> <li>■ Employers' Liability § 2</li> </ul> | Statutory amounts.                                                                                                                                                                                                                                                           |
| <ul style="list-style-type: none"> <li>■ Commercial General Liability §3(A)</li> </ul>                                                                         | <p><u>\$2,000,000.00</u> per occurrence</p> <p><u>\$2,000,000.00</u> personal &amp; advertising injury (unless waived in writing by the Department)</p> <p><u>\$4,000,000.00</u> aggregate</p> <p>\$25,000 maximum deductible</p>                                            |
| <ul style="list-style-type: none"> <li>■ Commercial Auto Liability § 3(B)</li> </ul>                                                                           | <p><u>\$1,000,000.00</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> |
| <ul style="list-style-type: none"> <li>■ Professional Liability/Errors &amp; Omissions § 3(C)</li> </ul>                                                       | <u>\$1,000,000.00</u> per claim                                                                                                                                                                                                                                              |
| Notice                                                                                                                                                         |                                                                                                                                                                                                                                                                              |

|                                                                   |                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Department's Mailing Address and Email Address for Notices</p> | <p>DEP<br/>Office of the ACCO<br/>ATTN: Contract Management<br/>Unit (Insurance) 59-17 Junction<br/>Blvd., 17<sup>th</sup> Floor<br/>Flushing, New York 11373<br/>A copy of each insurance<br/>certificate shall also be<br/>sent to:<br/>DEP Bureau of Water Supply<br/>ATTN: DEP Project Manager<br/>71 Smith Avenue<br/>Kingston, New York 12401</p> |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## CERTIFICATES OF INSURANCE

### Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

In the event DEP requires such policy or certificate to include information that is not on the printed forms (ie: policy or page number on each page), the certification by the insurance broker in the form on the following page setting forth the required information and signatures shall be sufficient to acknowledge that the policy and/or certificate was issued without such requested information.





APPENDIX B  
Whistleblower Protection Expansion Act

A. In accordance with Local Laws 30 and 33 of 2012, codified at Admin. Code §§ 6-132 and 12-113, respectively,

1. CWC shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

2. If any of CWC's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Section (A) 1 of this Appendix B, he or she shall be entitled to bring a cause of action against CWC to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

3. CWC shall post a notice in accordance with Attachment 1 provided by the City below in a prominent and accessible place on any site where work pursuant to this Agreement is performed that contains information about:

a. how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and

b. the rights and remedies afforded to its employees under Admin. Code §§ 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.

4. For the purposes of this Appendix B, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

5. This Appendix is applicable to all of CWC's subcontractors having subcontracts with a value in excess of \$100,000.00; accordingly, CWC shall include this Appendix in all subcontracts with a value in excess of \$100,000.00.

B. Section A is not applicable to this Agreement if it is valued at \$100,000.00 or less. Sections A(1), (2), (4), and (5) are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency.



**REPORT**

***CORRUPTION, FRAUD, UNETHICAL CONDUCT***  
**RELATING TO A NYC-FUNDED CONTRACT OR**  
**PROJECT**

**CALL THE NYC DEPARTMENT OF INVESTIGATION**  
**212-825-5959**

**DOI CAN ALSO BE REACHED BY MAIL**  
**OR IN PERSON AT:**

**New York City Department of**  
**Investigation (DOI)**  
**80 Maiden Lane, 17th floor**  
**New York, New York 10038**  
**Attention: COMPLAINT BUREAU**

**OR FILE A COMPLAINT ON-LINE AT:**  
**[www.nyc.gov/doi](http://www.nyc.gov/doi)**

**All communications are confidential**



**Or scan the QR Code above to**  
**make a complaint**

**THE LAW PROTECTS EMPLOYEES OF**  
**CITY CONTRACTORS WHO REPORT CORRUPTION**

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- To be protected by this law, an employee must report to DOI – or to certain other specified government officials – information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than \$100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.

APPENDIX C: PROJECT CONTRACTOR APPROVAL FORM

PUBLIC EDUCATION PROGRAM  
PROJECT CONTRACTOR APPROVAL FORM

(DEP Contract Number: \_\_\_\_\_; Registration No. \_\_\_\_\_)

For CWC Program Project Contractors

Part I: PROJECT CONTRACTOR INFORMATION:

Business Name of Project Contractor:

\_\_\_\_\_

Principal Place of Business Address: (Street, State, zip code)

\_\_\_\_\_

Business Contact Information:

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Type of Business: (sole proprietorship, partnership, corporation, other)

\_\_\_\_\_

Business EIN/SSN: \_\_\_\_\_

I hereby affirm that the information supplied is true and correct.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Part II: AGENCY REVIEW

Business Integrity Approved \_\_\_\_\_ Business Integrity Rejected \_\_\_\_\_

APPENDIX D

ANNUAL BUDGET FORM

For the fiscal year 20\_\_ (period 7/1/2\_\_ - 6/30/2\_\_\_\_), CWC proposes a total annual budget \$\_\_\_\_\_ in funding to ensure sufficient Program Funds are available for CWC to administer the Program and allocate funding to Eligible Projects.

| <b>Budget</b>                          | <b>Q1 &amp; Q2</b> | <b>Q3 &amp; Q4</b> | <b>Total</b> |
|----------------------------------------|--------------------|--------------------|--------------|
| Administrative Costs                   | \$                 | \$                 | \$           |
| Public Education Projects              |                    |                    |              |
| Workforce Development Projects         | \$                 | \$                 | \$           |
| <b>Total Semi-Annual Fiscal Amount</b> | \$                 | \$                 | \$           |

For Planning Purposes

This annual budget form shall be submitted to DEP on CWC letterhead.

February 4, 2025

**RESOLUTION NO. 5605**

**APPOINTMENT OF CWC EQUAL OPPORTUNITY OFFICER**

**WHEREAS**, pursuant to the Personnel Policies section 2-6.05, the CWC shall have at least one equal opportunity officer, who shall report to the Executive Director on equal opportunity matters; and

**WHEREAS**, by Resolution 233, the CWC Board of Directors appointed Danielle Cordier, CWC Staff Attorney, to be the Equal Opportunity Officer; and

**WHEREAS**, by Resolution 553, the CWC Board of Directors appointed Timothy Cox, Corporate Counsel, be appointed as Equal Opportunity Officer to replace Danielle Cordier; and

**WHEREAS**, the Policy Committee recommends that Gemma Young, Human Resources Director, be appointed as Equal Opportunity Officer to replace Timothy Cox.

**NOW THEREFORE LET IT BE RESOLVED**, the CWC Board appoints Gemma Young to serve as the Equal Opportunity Officer.

February 4, 2025

**RESOLUTION NO. 5606**

**WEST OF HUDSON ECONOMIC VITALITY STUDY CONSULTANT**

**WHEREAS**, the Catskill Watershed Corporation (CWC) is a not-for-profit corporation established to administer the watershed protection and partnership programs developed pursuant to the 1997 New York City Watershed Memorandum of Agreement as well as reducing and relieving adult unemployment within the West of Hudson Watershed;

**WHEREAS**, the 2017 Revised Filtration Avoidance Determination issued by New York State Department of Health requires the City to conduct a study of the economic vitality and social character of the communities in the West of Hudson watershed (West of Hudson Economic Vitality Study); and

**WHEREAS**, New York City Department of Environmental Protection (DEP) requested CWC to manage the West of Hudson Economic Vitality Study; and

**WHEREAS**, the CWC Economic Development recommends that the CWC Board of Directors approved the Economic Vitality Study Program Agreement to provide for the funding of such study attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED**, the CWC Board of Directors approves the Economic Vitality Study Program Agreement in the form attached hereto as **Exhibit A**.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the President of CWC be, and hereby is, authorized to execute the Economic Vitality Study Program Agreement in the form attached hereto as **Exhibit A** and all such other instruments, and to perform all such other acts as may be necessary or desirable in order to carry into effect the Economic Vitality Study Program Agreement on the terms and conditions set forth in the Economic Vitality Study Program Agreement, and in furtherance of the purposes of the Watershed MOA and consistent with all such other agreements, contracts, policies and/or procedures to which CWC is bound.



**AGREEMENT**  
**BETWEEN THE CITY OF NEW YORK**  
**AND THE**  
**CATSKILL WATERSHED CORPORATION**  
**FOR A**  
**STUDY OF THE ECONOMIC VITALITY OF THE COMMUNITIES LOCATED IN**  
**THE WEST OF HUDSON WATERSHED**

**THIS AGREEMENT** (“Agreement”), dated this \_\_\_\_ day of \_\_\_\_ 2024, is made by and between the **CITY OF NEW YORK**, a municipal corporation having its principal office at City Hall in the Borough of Manhattan, City and State of New York (the “City”), acting through the New York City Department of Environmental Protection (“DEP” or “Agency”), and the **CATSKILL WATERSHED CORPORATION** (“CW Corp.”), a local authority, organized and existing under Section 1411 of the New York State Not-For-Profit-Corporation Law and having its principal office in Arkville, New York, (the City and the CW Corp. being collectively referred to as the “Parties”);

**WHEREAS**, CW Corp. is a not-for-profit corporation established to administer the watershed protection and partnership programs developed pursuant to the New York City Watershed Memorandum of Agreement;

**WHEREAS**, the Commissioner of DEP is charged with the duty of protecting the high quality of waters from which the City’s water supply is drawn and preserving said waters from degradation for the purpose of protecting the health and general welfare of the consumers of this supply;

**WHEREAS**, on January 21, 1997, the City entered into a Memorandum of Agreement (“MOA”) regarding the City’s watershed protection program by and among the City, the State of New York, the United States Environmental Protection Agency, the Coalition of Watershed Towns, CW Corp., certain watershed counties, towns and villages, and certain environmental groups;

**WHEREAS**, consistent with the MOA, the Parties recognize that the goals of drinking water protection and economic vitality within the watershed communities are not inconsistent and it is the intention of the Parties to continue their partnership to cooperate in the development and implementation of a watershed protection program that maintains and enhances the quality of the City’s drinking water supply system and the economic and social character of the watershed communities;

**WHEREAS**, it is the intention of the Parties to assure the continued economic vitality of the communities located within the area from which the City obtains its water supply; and

**WHEREAS**, the 2017 Revised Filtration Avoidance Determination issued by New York State Department of Health requires the City to conduct a study of the economic vitality and social character of the communities in the West of Hudson watershed; and

**WHEREAS**, CW Corp. has agreed to serve as Project Manager for a study of the economic vitality of the communities located in the West of Hudson Watershed region.

**NOW, THEREFORE**, in consideration of the promises and the respective representations and agreements hereinafter contained, the Parties hereto agree as follows:

**ARTICLE 1**  
**GENERAL PROVISIONS**

## Section 1.01 Purpose

In accordance with the terms and conditions set forth herein, the City hereby retains CW Corp. to perform the Work as such term defined in Section 1.02 below and in the Agreement.

## Section 1.02 Definitions

The following terms, as used in this Agreement, shall have the meaning set forth below:

- A. “ACCO” means DEP’s Agency Chief Contracting Officer.
- B. “Administrative Costs” means the amount of Project Funds committed to all Eligible Administrative Work to be performed by the Project Manager and any other CW Corp. employees during the Term of the Agreement.
- C. “Agreement” means this Agreement between CW Corp. and the City, including all attachments, exhibits and appendices hereto.
- D. “Allocated Costs” means the amount of Project Funds approved by the CW Corp. Board of Directors and committed to the Subcontract between CW. Corp and the Study Consultant to provide the Study set forth in Article 2 of this Agreement.
- E. “Board” or “CW Corp. Board” means the Board of Directors of the CW Corp.
- F. “Budget” means the reasonable estimate of Administrative Costs and Allocated Costs reasonably anticipated to be incurred during the Term of this Agreement.
- G. “Commencement Date” means the date set forth by DEP in a written Notice to Commence Work letter authorizing CW Corp. to undertake the Work described in this Agreement.
- H. “DEP” means the New York City Department of Environmental Protection.
- I. “DEP Contract Manager” means the DEP employee assigned to manage CW Corp.’s administration of the Project, including the review and processing of invoices, reconciliations and supporting documentation as prepared by CW Corp. and submitted to DEP pursuant to this Agreement.
- J. “Effective Date” means the date this Agreement is registered by the City pursuant to Section 328 of the Charter of the City of New York.
- K. “Eligible Administrative Work” means the actual and reasonable administrative costs incurred by CW Corp. directly attributable to performing the Work hereunder during the Term, provided that such costs are not covered or reimbursed in any other City-funded agreement.
- L. “Eligible Project Costs” mean the actual and reasonable costs incurred by CW Corp and/or its Subcontractor(s) in conducting the Study in accordance with the terms of the Budget and this Agreement.
- M. “New York City Watershed Memorandum of Agreement” or “MOA” means the 1997 memorandum of agreement entered into by and among the City, the State of New York, the United States Environmental Protection Agency, the Coalition of Watershed Towns, CW Corp., certain watershed counties, towns and villages, and certain environmental groups.
- N. “PPB” means the New York City Procurement Policy Board.
- O. “Project Funds” means any City funds, up to a maximum aggregate amount not to exceed Five Hundred Thousand Dollars (\$500,000), remitted to CW Corp. hereunder for the purposes of conducting the Work in accordance with the terms and conditions of this Agreement.

- P. "Project Manager" means CW Corp, the entity responsible for overseeing the Study Consultant, the Study and all Work performed pursuant to this Agreement.
- Q. "Reconciliation Statement" means the accounting of Project Funds, including earnings, paid by the City to CW Corp. against the amount of Funds Allocated and expended by CW Corp., including backup documentation evidencing all expenditures and Allocated Costs. The list of required backup documentation evidencing such expenditures and Allocated commitments shall include the categories of documents as set forth below. DEP may request additional documentation as necessary to evidence CW Corp.'s incurred or Allocated Costs in connection with its obligations to audit and review public funding.
1. For CW Corp., each of the following documentation shall be required: an Excel spreadsheet listing all subcontracts (amount of Funds committed by CW Corp., amount of expended by CW Corp. to date, and available amount of Funds to be expended); payment vouchers and check stubs; general ledger and monthly financial statements; bank statements and reconciliations; procurement documents; Subcontracts; Board resolutions (if applicable); salary, payroll and benefit documents; receipts for purchases; Subcontractor invoices; mileage reports and travel logs (if applicable).
  2. For all Subcontractors, each of the following documentation shall be required: procurement documents; receipts for purchases; vendor invoices; mileage reports and travel logs (if applicable); documents evidencing their compliance with section 220 of the Labor Law, if applicable (including City Comptroller certified payroll reports, signed and approved timesheets, approval salary rate schedules, daily sign-in/sign-out logs), and progress reports submitted by Subcontractors.
- R. "Study" means a study of the economic vitality of the communities located in the West of Hudson Watershed to be performed by the Study Consultant and as more fully described in Section 2.01 of this Agreement.
- S. "Study Consultant" means the individual or entity selected by CW Corp. to perform the Study, in consultation with the West of Hudson Stakeholders, following a review of all responses received in response to the Request for Proposals issued by CW Corp.
- T. "Subcontract" means a contract between CW Corp. and a consultant, including the Study Consultant, contractor, or other subcontractor.
- U. "Subcontractor" means a consultant, including the Study Consultant, contractor, or other subcontractor of CW Corp. pursuant to a Subcontract.
- V. "Unallocated" means the amount of Project Funds provided to CW Corp. that have not been allocated by CW Corp. to the Study, Study Consultant or to Eligible Administrative Costs.
- W. "West of Hudson Watershed" means the portion of the New York City water supply watershed region that is geographically located west of the Hudson River, including towns with more than 1,500 acres within such watershed region.
- X. "West of Hudson Stakeholders" means those individual representatives selected by CW Corp. from the New York State Department of Health, DEP, and West of Hudson Watershed communities.
- Y. "Work" means all services performed in connection with the completion of the Study during the Term of this Agreement, including, but not limited to, services performed by the Study Consultant pursuant to its Subcontract with CW Corp. management and administrative services provided by CW Corp. in connection with this Agreement, including management and

administrative services provided by CW Corp. relating to the development and release of the Request for Proposals (“RFP”).

### Section 1.03 Duration of Agreement

A. The term of this Agreement shall be for an initial period of one (1) year, commencing on the Effective Date (“Initial Term”). This Agreement may be renewed for a period not to exceed one (1) year, exercisable at the sole discretion of the Agency (“Renewal Term”). For purposes of this Agreement, the Initial Term and the Renewal Term shall be collectively referred to as the “Term.” Notwithstanding the above, CW Corp. may be compensated for Work performed in connection with this Agreement beginning on March 1, 2024.

B. In the event CW Corp. does not complete the Work hereunder prior to the expiration of the Term, this Agreement may be extended in conformance with Section 4-03 of the PPB Rules where, provided that CW Corp. has submitted written notice documenting the cause of the delay for CW Corp. not being able to complete the Work by the expiration date, DEP's ACCO may, in his/her discretion, grant an extension of time to complete the Work. Such extension, if granted, is solely for the purpose of completing the Work, and the Work shall be completed within the extended term at no additional cost to the City.

C. The following provisions of this Agreement shall survive termination of this Agreement and shall continue to govern until seven (7) years after termination: Sections 1.03(C), 3.03, 5.01, 5.02, 5.03, 5.04(C), 10.04(D), 11.01, 12.01 and 13.05.

## **ARTICLE 2** **DESCRIPTION OF THE WORK**

### Section 2.01 General Responsibilities of CW Corp.

A. During the Term of the Agreement, CW Corp. shall engage one or more Subcontractors to conduct a study of the economic vitality and social character of the communities located in the West of Hudson Watershed region, comprising of 39 towns in five counties as defined in Section 1.02(f) above and as more fully described in this Article 2 (“Study”) in accordance with the terms and provisions set forth herein. Consultant(s) selected by CW Corp. to conduct the Study will be required to:

1. Utilize the following three reports to determine the degree of success of the Measures:
  - i. 2023 Community Vitality in the Catskill Watershed Report: Definitions, Indicators, and Policies;
  - ii. 2023 Rural New York: Challenges and Opportunities Demographic and Other Changes Pose Report; and the
  - iii. 2020 National Academy of Sciences, Engineering and Medicine Report.
2. Develop a scope of work for the Study in consultation with West of Hudson Stakeholders. At a minimum, the scope of work for the Study must include the follow subject areas, which may be further defined in the scope of work and which may also be modified or

removed by CW Corp. in consultation with the West of Hudson Stakeholders, prior to such modification or removal:

- i. Demographic and Income Comparisons with Control Group;
  - ii. Land Development and Regulatory Analysis;
  - iii. Funding Availability, Employment Opportunities, Recreation; and
  - iv. Summary and Recommendations.
3. In consultation with the West of Hudson Stakeholders, CW Corp. shall issue a Request for Proposals in order to select a qualified Study Consultant to perform all Work set forth in this Article 2 and necessary to complete the Study during the Term of this Agreement.
4. The Study Consultant shall provide CW Corp. with the following deliverables within the corresponding timeframe identified. CW Corp. shall not be required to obtain DEP approval of any reasonable changes to the deliverable due dates set forth below or in the RFP so long as the DEP receives written notice of such changes within a reasonable time thereafter.
- i. Project Management Plan – 30 days after execution of CW Corp. Subcontract
  - ii. Project Schedule: 30 days after execution of CW Corp. Subcontract
  - iii. Draft Final Report: 300 days after execution of CW Corp. Subcontract. At a minimum, the Draft Final Report shall include the following:
    1. Presentation of data and results in narrative and tabular form;
    2. An overall assessment of the economic vitality in the West of Hudson Watershed based on metrics identified in the Subcontract with the Study Consultant or as otherwise agreed to by CW Corp. in consultation with DEP; and
    3. Suggested next steps and recommendations.
  - iv. Final Report: 365 days after execution of CW Corp. Subcontract. At a minimum, the Final Report shall incorporate the comments and feedback from CW Corp. and West of Hudson Watershed Stakeholders.
5. In addition to the deliverables set forth in Section 2.01(A)(4) directly above, the Study Consultant shall also:
- i. Participate in or conduct various meetings and discussions with West of Hudson Watershed stakeholders and others as specified by CW Corp.; and
  - ii. Conduct briefings for CW Corp. and West of Hudson Watershed Stakeholders on the Draft Final Report and Final Report as specified by CW Corp.

## Section 2.02 Subcontracts

CW Corp. shall, in accordance with the terms and provisions set forth herein, directly Subcontract with one or more qualified Subcontractors for completion of all work relating to the Study. When CW Corp. enters into a Subcontract with a Subcontractor, the selection of Subcontractors shall be subject to and in accordance with the terms and requirements of Subcontracts for purposes of this Agreement. CW Corp. shall be responsible for overseeing all Subcontracts and Subcontractors selected pursuant to this Agreement.

**ARTICLE 3**  
**PAYMENT GENERALLY**

Section 3.01 Payment

A. **Maximum Contract Value.** During the Term, the City shall compensate CW Corp. for its satisfactory performance of all Work set forth in this Agreement, including eligible Administrative Costs, in an amount not to exceed Five Hundred Thousand Dollars (\$500,000) (“Maximum Contract Value”). All payments shall be made in accordance with the requirements and procedures set forth in paragraph (B) below.

B. **Payment Structure.**

1. **Administrative Costs.** During the Term, DEP shall reimburse CW Corp. in an amount up to \$50,000 for eligible Administrative Costs in accordance with the following procedures:

i. CW Corp. shall submit an invoice to DEP no more frequently than once per month for all Eligible Administrative Work performed during the applicable period. Each invoice shall indicate the total amount that CW Corp. is seeking payment. Additionally, each invoice shall include all supporting backup documentation relating to the incurred costs for the covered period, including receipts and detailed descriptions of the applicable expenditures.

2. **Study Consultant Costs.** Within 45 days of CW Corp. Board approval to enter into an agreement with the Study Consultant, CW Corp. shall submit to DEP and DEP shall pay to CW Corp. the full amount of Subcontract between CW Corp. and the Study Consultant. Following payment of the full amount of the Study Consultant Subcontract by DEP, and consistent with Section 2.01(A)(4)(iii)(2) of this Agreement, CW Corp. may submit additional invoices for any costs associated with approved changes to the metrics set forth in the Study Consultant Agreement, if applicable.

C. **Review of Invoices**

1. DEP will review each submitted invoice to ensure accuracy of the items invoiced. DEP shall make payment to CW Corp. upon approval of the submitted invoice in accordance with the “Prompt Payment” provisions set forth in the City’s PPB Rules. DEP reserves the right to request additional documentation necessary to verify the accuracy and eligibility of expenses listed by CW Corp. on each submitted invoice.

2. All receipts and disbursements of Funds under this Agreement are subject to audit by the City or State and CW Corp. agrees to cooperate with any audit of the undertaken by the City or State.

3. The City shall not be deemed, by virtue of making payments to CW Corp., to have released CW Corp. from any claim or liability, or to have waived any right or rights of action under this Agreement.

4. Whenever the provisions of this Agreement call for the City to make payments to CW Corp., such payments shall be made promptly by the due date specified in the form of a via electronic fund transfer, pursuant to Section 6-107.1 of the New York City Administrative Code. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated

through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the Initial Payment made under this Agreement, CW Corp. shall designate one financial institution or other authorized payment agent and shall complete an "EFT Vendor Payment Enrollment Form" on the City's Payee Information Portal ("PIP") in order to provide the Commissioner of Finance with information necessary for CW Corp. to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by CW Corp. shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by CW Corp. to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

5. Upon acceptance by CW Corp. of the final payment to be paid pursuant to this Agreement, CW Corp. agrees that it shall be deemed to have fully released the City from any and all claims, demands and causes of action whatsoever which CW Corp. has or may have against the City in connection with this Agreement.
6. Provided that notice of default is received by CW Corp. in accordance with Section 10.01, during any period in which CW Corp. is in material breach of this Agreement, the City shall be entitled to withhold payment of Funds in an amount proportionate to the material breach. Nothing herein shall be deemed as consent by CW Corp. that any specific instance of withholding of payments by the City is permitted by this Subsection.

D. Interest Earnings. Promptly upon receipt of Program Funds, CW Corp. shall (1) place such funds in a separate dedicated account, bearing interest at market rates, in a bank located and authorized to do business in New York State or (2) invest such Program Funds in (i) obligations of the United States, (ii) obligations guaranteed by agencies of the United States where the payment of principal and interest are guaranteed by the United States, (iii) obligations of the State of New York, or (iv) obligations of the City of New York; or (3) invest such Program Funds in special time deposit accounts in or certificates of deposit issued by a bank located and authorized to do business in New York State, provided that such time deposit account or certificate of deposit is secured in the manner provided for securing deposits of public funds in General Municipal Law Section 10(3); or (4) invest such Program Funds in other investment vehicles authorized for use by the New York State Environmental Facilities Corporation, the New York State Public Authorities Law, the New York State Comptroller or otherwise agreed to by CW Corp. and the City. Investments pursuant to (2), (3) and (4) shall be redeemable or payable within such time as the CW Corp. shall need the proceeds to meet expenditures for which such Program Funds were provided by the City.

E. Disputed Payments. Anything herein to the contrary notwithstanding, in the event an invoice submitted in accordance with this Section 3.01 is disputed, DEP may withhold the disputed amount and shall notify CW Corp. of the reason and amount withheld within ten (10) days of DEP's receipt of the invoice. The Parties shall make a good faith effort to resolve all disputes within twenty (20) days of DEP's receipt of the invoice. If the dispute is resolved, DEP shall pay any undisputed amount or amounts to CW Corp. as soon after resolution of the dispute as is possible.



**ARTICLE 4**  
**INSURANCE**

Section 4.01 Insurance

A. Throughout the Program Term, CW Corp. shall continue to maintain insurance of the kind and amount set forth in Schedule A of Appendix A, attached hereto. The City does not maintain commercial general liability insurance for City activity contemplated under the subject agreement. The City of New York is a municipal corporation authorized to expend funds for any loss, claim, action or judgment.

B. This certifies that the City of New York will defend, settle and without limitation satisfy any judgment against it in connection with all claims and/or litigation filed against it by all entities and individuals for injuries and/or property damage. This is applicable to claims arising from the City's activities and/or contracts to which the City is a party. The City of New York is a self-insurer of its workers' compensation requirements pertaining to all City employees except those employees who are not eligible for New York State workers' compensation benefits.

C. Except for contract employees covered by the insurance policies issued to CW Corp., CW Corp. shall require that any Subcontractor has insurance in a sufficient amount and scope to protect the interests of the City and CW Corp., the kind and amount of which is set forth in Appendix A attached hereto. CW Corp. shall provide to DEP upon request, Certificates of Insurance for any Subcontractor retained or engaged by CW Corp. for work performed under this Agreement. The City reserves the right to reasonably request any additional insurance to be obtained by CW Corp. from any Subcontractor beyond the insurance limits, types and on forms set forth in Appendix A, and the City acknowledges and agrees to pay the incremental cost, if any, of any additional insurance or other limits and types beyond the insurance set forth on Appendix A it requires. Additional insurance required by the City pursuant to this section shall be upon written notice to CW Corp, detailing additional insurance types and limits so requested. The cost of any additional insurance required by the City shall not reduce the City's obligation to pay up to the maximum set forth in Section 3.01.

D. If CW Corp. requires any Subcontractor to procure insurance with regard to operations under this Agreement and requires such Subcontractor to name CW Corp. as an additional insured under such insurance, CW Corp. shall ensure that the City and the New York City Water Board, including each of its officials and employees, be named as additional insureds CW Corp. shall enforce the insurance provisions of its Subcontracts.

E. The insurance described in this Section and Appendix A shall only be changed or modified upon written notice to CW Corp. and upon such written notice, CW Corp. shall use its best efforts to cause such insurance modifications to be effective by CW Corp. within ninety (90) days of the date of such notice. In no event shall Funds be used to reimburse costs that do not comply with the insurance modifications by six (6) months following the date of CW Corp.'s receipt of the written notice.

## **ARTICLE 5**

### **RECORDS AND REPORTS**

#### Section 5.01 General

At DEP's request, CW Corp. shall provide to DEP, a copy of any and all non-privileged written materials and documents that are prepared pursuant to this Agreement. The City shall have the right to use all non-privileged and non-confidential written materials, documents and information that are gathered or prepared pursuant to this Agreement for any purpose deemed appropriate by the City. The City shall maintain all documents and records submitted by CW Corp. to DEP pursuant to this Agreement to reduce repetitive requests.

#### Section 5.02 Maintenance of Records

CW Corp. shall maintain complete and accurate records in readily accessible files on all of its activities in connection with this Agreement. Such records shall include, but are not limited to, financial records detailing the receipt, management and disbursement of all Funds, minutes of meetings of the CW Corp., and documents identified in paragraph 107(e) of the Watershed Memorandum of Agreement. CW Corp. shall maintain all records relating to this Agreement for seven (7) years after expiration or termination of this Agreement.

#### Section 5.03 Audit and Inspection

A. All vouchers or invoices presented for payment under this Agreement, and the books, records and accounts upon which said vouchers or invoices are based, are subject to audit by the State, including the State Comptroller, and by the City, including the City Comptroller, to the extent authorized by State and/or local law, including Section 93 of the New York City Charter. CW Corp. agrees to cooperate with any audit undertaken in connection with this Agreement.

B. CW Corp. shall prepare and maintain documentation and justification in support of expenditures under this Agreement in accordance with generally accepted business practices and shall make such documentation available to the State, including the State Comptroller, and the City, including the City Comptroller, as such entities consider necessary.

#### Section 5.04 Reports

A. Quarterly Reports: Within thirty (30) calendar days after the end of each three (3) month period ending February 28 (or 29), May 31, August 31, and November 30, and within ninety (90) days after the date all Program Funds are disbursed by CW Corp. and all Work to be paid for with Program Funds is completed, CW Corp. shall submit to DEP progress reports with respect to the Program.

B. Audited Financial Reports: By the first Tuesday in April of each CW Corp. fiscal year, CW Corp. shall submit to DEP, an audited financial statement for CW Corp. for the preceding fiscal year, audited by an independent certified public accountant, which shall include an itemization for the Agreement of (i) all Funds expended under this Agreement, including receipts from the City and disbursements to third parties; (ii) the amount of Funds which CW Corp. remains committed to pay

pursuant to outstanding Subcontracts; (iii) receipts, if any, of CW Corp. in repayment of Funds; (iv) the amount of Funds on hand with CW Corp.; and (v) such other information as DEP may reasonably require.

C. Termination Audited Financial Reports: By the first Tuesday in April after the end of the last quarter of the CW Corp. fiscal year during which this Agreement is terminated, CW Corp. shall provide to DEP, an accounting of the Program for the period from the closing date of the last financial reports submitted under Subsection (B), audited by an independent certified public accountant, which shall include an itemization for the Program of (i) all Program Funds expended under this Agreement, including cash receipts from the City and disbursements to third parties; (ii) the amount of Program Funds which CW Corp. remains committed to pay pursuant to outstanding consultant, construction or other contracts; (iii) receipts, if any, of CW Corp. in repayment of Program Funds; (iv) the amount of Program Funds on hand with CW Corp.; and (v) such other information as DEP may reasonably require.

## **ARTICLE 6 PERSONNEL**

### Section 6.01 Employees

A. CW Corp. and the City agree that, except for the member of the CW Corp. Board of Directors appointed by the City, CW Corp.'s employees, agents, contractors, subcontractors and/or consultants, are independent contractors of the City and not employees of the City, DEP or any department, agency, or unit of the City. In accordance with its status as independent contractor, CW Corp. covenants and agrees that, except for the member of the CW Corp. Board of Directors appointed by the City, neither CW Corp., nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City, or of any department, agency, or unit thereof. The City agrees that neither the City, nor DEP, nor their employees or agents, will hold themselves out as, nor claim to be, officers or employees of CW Corp.

B. Neither the City nor DEP, shall be responsible for the work, direction, compensation and personal conduct of CW Corp.'s employees, officers, directors, agents, contractors, subcontractors and/or consultants under this Agreement, nor shall CW Corp. be responsible, for the work, direction, compensation and personal conduct of DEP's employees, (except for the member of CW Corp. appointed by the City), officers, directors, agents, contractors, subcontractors and/or consultants under this Agreement.

C. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of CW Corp., or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of CW Corp. or for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, worker's compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

D. Each Party shall not be responsible for any physical injuries or death to the other Party's agents, servants, or employees or to any other person or damage to any property sustained

during the other Party's operations and work under this Agreement resulting from any act, omission, commission or error in judgment of any of the other Party's officers, members, trustees, employees, agents, servants, or independent contractors. Each Party shall not be responsible for the safety and protection of the other Party's employees.

#### Section 6.02 Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 of the Labor Law of the State of New York, all persons employed by CW Corp. in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by law, not less than the minimum wage as prescribed by law. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement.

#### Section 6.03 Equal Employment Opportunity

A. CW Corp. agrees that it has not and will not engage in any unlawful discrimination based upon race, creed, age, gender, including sexual harassment, sexual orientation, religion, national origin, marital status, physical or mental disability, status with regard to public assistance, religious practice, presence of a service dog, criminal conviction (unless there is a direct relationship between one or more of the previous criminal offenses and the specific employment sought or held by the individual; or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public), pregnancy, victim of domestic violence, military status, or predisposing genetic characteristics in recruitment, employment, promotion, demotion, reduction in force, termination, rate of pay, training programs, employees' use of CW Corp. facilities for employment related purposes and all other terms and conditions and privileges of employment. CW Corp. will comply with all rules, orders and regulations of lawful authorities having jurisdiction over any phase of its operations including, but not limited to, those concerned with equal employment opportunity.

B. CW Corp. will state in all solicitations or advertisements for employees placed by or on behalf of CW Corp. that all qualified applicants will receive consideration for employment without unlawful discrimination based on the categories set forth in Subsection A above or that it is an equal employment opportunity employer.

C. CW Corp. shall send to any labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments and policy.

#### Section 6.04 Whistleblower Protection Expansion Act

CW Corp. shall comply with all of the requirements of the Whistleblower Protection Expansion Act, as set forth in Appendix B, annexed hereto and by this reference incorporated herein. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement. The Parties also acknowledge that CW Corp. is required to comply with Article 9, Title 12 of the New York State Public Authorities Law, "Whistleblower Access and Assistance Program."

**ARTICLE 7**  
**PROCUREMENT OF GOODS AND SERVICES**

Section 7.01 Procurement

CW Corp. shall adhere to its professional consultant procurement policy and procedures which it will follow to obtain the professional services required by this Agreement. The policy and procedures shall require that for all professional service contracts in the amount of Twenty-Five Thousand Dollars (\$25,000) or more, CW Corp. shall solicit proposals from at least three (3) prospective consultants qualified under the laws of the State of New York to perform the proposed work, except that three (3) proposals shall not be required when selecting a governmental agency.

Section 7.02 Subcontractors

A. CW Corp. shall enter into written agreements with each Subcontractor selected to perform any work relating to the Study as set forth in this Agreement. For purposes of this Agreement, each of these written agreements shall be considered “Subcontracts” and shall include the provisions set forth below. CW Corp. shall provide a copy of each Subcontract to DEP within a reasonable time following execution.

1. A requirement that the Subcontractor perform all work in accordance with the terms of this Agreement;

2. A requirement that the Subcontractor perform all acts to be performed under the Subcontract in compliance with all applicable federal, State and local laws, rules, regulations and orders;

3. A requirement that Subcontractors have liability insurance in sufficient amount and scope set forth in Article 4 and Appendix A;

4. A statement and a requirement that a Subcontractor, to the maximum extent permitted by law, defend, indemnify, and hold harmless the City and the New York City Water Board, including each of its officials and employees from any and all claims (including but not limited to claims asserted by any employee of CW Corp., the Subcontractor, and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys’ fees and disbursements) allegedly arising out of or in any way related to the operations of the Subcontractor in the performance of the Subcontract or from the Subcontractor’s failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this section by way of cross-claim, third-party claim, declaratory action or otherwise. The statement shall further require that the indemnification obligation contemplates (1) full indemnity in the event of liability imposed against the City, its officials and employees without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the City, its officials or employees, either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of law,

or otherwise). The statement shall further require that where the indemnification provides for partial indemnity, all costs and expenses shall be indemnified on a pro rata basis. The Subcontract shall further state that the foregoing indemnification shall not relieve the Subcontractor of its obligations to purchase insurance (as described in Article 4 of this Agreement), nor shall a failure to purchase said insurance relieve Subcontractor of its indemnification obligations;

5. A requirement that Subcontractors agree to and comply with a budget, a scope of work, a progress schedule for completion of the work within specified milestones and payment schedule which is dependent upon completion of the work within the specified period of performance;

6. A representation and warranty that no payment, gift or thing of monetary value was made, given or promised to a CW Corp. officer, director, or employee to obtain the Subcontract or any other agreement with the City or CW Corp.;

7. A statement and requirement that nothing contained in the Subcontract shall impair the rights of the City under this Agreement or the Watershed Memorandum of Agreement;

8. A statement and requirement that nothing contained in the Subcontract shall create any contractual relationship between the Subcontractor and the City; and

9. A requirement that the Subcontractor not engage in any unlawful discrimination in hiring employees under the Subcontract based upon race, creed, color, national origin, sex, age, disability, marital status or sexual orientation.

B. CW Corp. shall enforce the foregoing provisions of its Subcontracts.

C. CW Corp. shall require all Subcontractors to complete and submit the City's standard "PASSPort Questionnaire" (or successor questionnaire), if applicable, and required backup documentation, if any.

D. CW Corp. shall require all Subcontractors performing public work within the meaning of Section 220 of the New York State Labor Law to pay not less than the prevailing wage to laborers, workmen and mechanics performing such public work and comply with all other applicable provisions of Section 220 of the Labor Law. CW Corp. shall also require such Subcontractors to maintain and provide records evidencing their compliance with Section 220 of the Labor Law, including, but not limited to, daily sign-in sheets and City Comptroller certified payroll reports.

E. Prior to commencing any Work under this Agreement, CW Corp. shall submit to DEP a completed "Subcontractor Integrity Review Form" in the form of Appendix C. This form may be submitted by CW Corp. prior to registration of Agreement.

### Section 7.03 Business Integrity for Covered Subcontracts

A. For purposes of this Section the following definitions apply:

1. "Affiliate" shall mean an entity in which the parent of the proposed Subcontractor owns more than 50 percent voting stock or an entity in which a group of principal owners which owns more than 50 percent of the proposed Subcontractor also owns more than 50 percent of the voting stock.

2. "Covered Subcontract" shall mean a Subcontract of \$250,000 or more with CW Corp. and a Subcontractor, other than a Government Entity, or which is valued at \$250,000 or more when aggregated with the value of all other contracts funded with funds provided by the City awarded to the same Subcontractor during the immediately preceding twelve month period. In determining whether a Subcontract is a Covered Subcontract, CW Corp. or the applicable Government Entity shall be entitled to rely on a certificate of the subject Subcontractor, except where CW Corp. or such Government Entity has actual knowledge that a Subcontract is a Covered Subcontract.

3. "Government Entity" shall include any State or any political subdivision thereto, any entity described in Section 99-r of the New York General Municipal Law, and any federal, state or local agency, department, board, bureau, public authority or public benefit corporation.

4. "Principal Owner" shall mean an individual, partnership, joint venture or corporation which holds a ten percent (10%) or greater ownership interest in a proposed Subcontractor.

B. A Covered Subcontract shall not be awarded to persons or entities other than "Eligible Subcontractors". An "Eligible Subcontractor" for purposes of this Section is a Subcontractor that has a satisfactory record of business integrity. A Subcontractor shall be deemed to lack the requisite record of business integrity if any of the following criteria are met within or during the period commencing ten (10) years prior to completion of the Disclosures and continuing through the date of determination:

1. Criminal conduct in connection with government contracts or the conduct of business activities involving: a) the infliction, attempted infliction, or threat of death, intentional personal injury, or intentional property damage, in connection with involvement in a pattern of racketeering, labor racketeering, extortion, obstruction of justice, or other comparable crimes; b) bribery, fraud, bid rigging, embezzlement, theft, perjury, forgery, or other comparable crimes; c) serious moral turpitude, fundamental lack of integrity, or a pattern or practice of a knowing disregard for the law so as to call into question the integrity of the proposed Subcontractor; or (d) conspiracy to do any of the above acts. Evidence of such conduct shall consist of (A)(1) a judgment of conviction, (2) a pending criminal indictment, or (3) a formal grant of immunity in connection with a criminal prosecution, in each case of a proposed Subcontractor, any director or officer, any principal, and any employee primarily responsible for contracting procedures, or any holder of five percent (5%) or more of the shares or equity of the proposed Subcontractor, or any affiliate or subsidiary of the proposed Subcontractor; or (B) any ongoing criminal investigation by a law enforcement agency in which the proposed Subcontractor, any director or officer, any principal, employee primarily responsible for contracting procedures, or any holder of five percent (5%) or more of the shares or equity of the proposed Subcontractor, or any affiliate of the proposed Subcontractor is a target.

2. An actual determination by a person or entity which has jurisdiction of a willful noncompliance with the prevailing wage requirements of Section 220 of the Labor Law by the proposed Subcontractor or any affiliate thereof.

3. An actual determination by a person or entity which has jurisdiction of a significant willful violation of the Workers' Compensation Law, including, but not limited to, the failure to maintain required workers' compensation or disability coverage.

4. An actual determination by a person or entity which has jurisdiction of a submission by the proposed Subcontractor to a government agency of a false or misleading statement on a uniform questionnaire or other form in connection with a bid or proposal for, or award of, a contract or request for approval of a subcontractor.

5. A conviction or judgment of civil liability against the proposed Subcontractor for fraud in connection with a bid or proposal for, or award of, a contract or request for approval of a subcontract.

6. Debarment or current suspension of the proposed Subcontractor for reasons of business integrity from consideration for the award of contracts with a governmental entity or public authority pursuant to any procedure enacted by statute or adopted by regulation providing for notice and hearing.

7. Arrears for more than one year on income, sales or payroll taxes.

C. Before any Covered Subcontract is awarded to a Subcontractor of CW Corp., CW Corp. or the Government Entity proposing to award the Covered Subcontract shall require the proposed Subcontractor to complete and file all the City's standard "PASSPort Questionnaire (or successor questionnaire) and backup documentation, if any at least ten (10) days before the Covered Subcontract is awarded electronically via the PASSPort or such successor system, with a copy to the following address:

New York City Department of Environmental Protection  
59-17 Junction Boulevard, 17th Floor  
Flushing, New York 11373  
Attention: Agency Chief Contracting Officer

The City shall provide CW Corp. with the name of the contact person who shall provide information during regular business hours as to whether the City has received the PASSPort Questionnaire, and the status of the City's review. Within ten (10) days of receiving the duly executed and filed PASSPort Questionnaire as required by the City, the City shall notify CW Corp. or the Government Entity if the PASSPort Questionnaire is not complete or requires additional backup documentation. If the City fails to notify CW Corp. within such ten (10) day period, the PASSPort Questionnaire shall be deemed complete. Within ten (10) days of receiving the City's acknowledged receipt of the PASSPort Questionnaire, the City may provide a report indicating whether any of the criteria of Subsection (B) are met, including an explanation of the non-confidential evidence that such criteria are met. If the report states in fact that such criteria are met, the Subcontractor will be deemed not to be an Eligible Contractor unless the City and CW Corp. or the Government Entity agree that the Subcontractor possesses a satisfactory record of business integrity.



D. Even if the Subcontractor does not meet the criteria set forth in Subsection (B), the City may provide CW Corp. or the Government Entity with information within the ten (10) day period set forth in Subsection (C) which may be relevant to the question of whether a proposed Subcontractor for a Covered Subcontract has a satisfactory record of business integrity. Before awarding the Covered Subcontract, CW Corp. or the Government Entity shall receive and consider such information provided by the City. If, after receiving and considering such information, CW Corp. or the Government Entity intends to proceed to award the Covered Subcontract to such Subcontractor, before making such award, CW Corp. or the Government Entity shall respond in writing to any such information provided by the City. If CW Corp. or the Government Entity intends to award the Covered Contract and if the City and CW Corp. or the Government Entity continue to disagree, CW Corp. or the Government Entity shall refer the issue to the Executive Committee of the Watershed Partnership and Protection Council for a recommendation. The Executive Committee shall be given the information provided to CW Corp. or the Governmental Entity by the City, CW Corp.'s or the Governmental Entity's written response, and any additional written material which the City or CW Corp. or the Governmental Entity desires to submit. The Executive Committee shall have fifteen (15) days in which to issue a recommendation as to whether a proposed Subcontractor has a satisfactory record of business integrity. CW Corp. or the Governmental Entity shall make a determination whether to award the Covered Subcontract to the proposed Subcontractor after one of the following occurs, whichever is applicable: (1) the Executive Committee fails to make a recommendation within the fifteen (15) days allotted for Executive Committee review; or (2) CW Corp. or the Government Entity reviews any recommendation made by the Executive Committee within such fifteen (15) days.

E. If no report referred to in Subsection (C) or no information referred to in Subsection (D) is received from the City within the applicable period following the submission of the PASSPort Questionnaire as provided in Subsection (C), the Subcontractor may be deemed to be an Eligible Subcontractor for purposes of this Section.

F. The City shall not use this Section as a means of restricting the selection or approval of an Eligible Subcontractor over another Eligible Subcontractor, or the decision that one project be undertaken instead of another. The report shall be based solely on the criteria set forth in Subsection (B) and shall not be based on other factors including, without limitation, financial resources, technical qualifications, experience, organization, material, equipment, employees' use of CW Corp. facilities for employment-related purposes, personnel resources and expertise, a satisfactory record of performance, the existence of accounting and auditing procedures, or compliance with requirements for the utilization of small, minority-owned and women-owned businesses as subcontractors; provided that the City shall be entitled to review and rely upon any facts and circumstances relevant to the criteria set forth in Subsection (B).

G. In addition to and not in limitation of the indemnification provision in Article 11, at CW Corp.'s request, the City shall defend, indemnify and hold harmless CW Corp., its officers, agents and employees from and against any liability, damage, claims, demands, costs, judgments, fees, attorneys fees or loss arising directly or indirectly out of a determination with respect to a Covered Contract pursuant to this Section, including, the requirements that Subcontractors complete and submit the Disclosures and meet the criteria in Subsection (B); the requirement of submitting disputes to the Executive Committee in Subsection (D); the report or other information provided by the City to CW Corp.; and any other dissemination of the information provided by the City necessary to comply with this Section. CW Corp. agrees to cooperate with and provide reasonable assistance

to the City in defending any actions or claims which the City has undertaken to defend pursuant to this Subsection.

## **ARTICLE 8**

### **REPRESENTATIONS AND WARRANTIES**

#### Section 8.01 Status and Authority of CW Corp.

CW Corp. represents and warrants that:

A. CW Corp. is and will continue to be a local public authority duly organized under Section 1411 of the New York State Not-For-Profit Corporation Law, validly existing and in good standing under the laws of the State of New York.

B. CW Corp. has all requisite power and authority to execute, deliver and perform this Agreement.

C. CW Corp. has supplied DEP with current copies of its certificate of incorporation and by-laws, and will update these if they are amended during the term of this Agreement.

D. This Agreement has been duly authorized by all necessary action on the part of CW Corp. and has been duly executed and delivered by CW Corp. and, assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of CW Corp.

E. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under CW Corp.'s certificate of incorporation or by-laws, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which CW Corp. is bound, or to the knowledge of CW Corp., any order, rule or regulation of any court or governmental agency or body having jurisdiction over CW Corp. or any of its activities or properties.

F. Acceptance of any Funds hereunder shall be deemed at such time a reaffirmation of the representations and warranties hereof.

#### Section 8.02 Authority of the City

The City represents and warrants that:

A. The City has all requisite power and authority to execute, deliver and perform this Agreement. DEP is a validly authorized and existing agency of the City, with full right and power to execute, deliver and perform its obligations under this Agreement.

B. The execution, delivery and performance by the City and DEP of this Agreement are within the powers of the City and DEP. This Agreement will, upon registration by the City pursuant to Section 328 of the City Charter, have been duly authorized by all necessary action on the part of the City, and will require no action by or in respect of, or filing with, any governmental body, agency

or official. Upon registration of this Agreement pursuant to Section 328 of the City Charter, the City also represents that the City and DEP will have complied with all applicable laws in connection with the execution, delivery and performance of this Agreement.

C. The execution and delivery of this Agreement by the City and DEP, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under any provision of applicable law, charter, ordinance or regulation or, to the extent of the City's knowledge, of any material agreement, judgment, injunction, order, decree or other instrument binding upon the City or DEP.

### Section 8.03 Conflict of Interest

A. CW Corp. represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly, in any contracts or subcontracts, except contracts or subcontracts between CW Corp. and a government, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided.

B. CW Corp. further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest in any contracts or subcontracts which would or may conflict in any manner or degree with the performance or rendering of the services herein provided shall be employed by it or receive any of the Funds to be paid to CW Corp. by the City.

C. An employee, officer, director or member of CW Corp., upon learning that any project proposed for funding from hereunder will directly benefit himself/herself or a member of his/her family (parents, grandparents, siblings, children, or grandchildren), or will directly benefit any firm which he/she or any of the foregoing persons holds a financial interest, shall disclose his/her association to the Board of Directors of CW Corp. and DEP and refrain from participating in any consideration, review or approval of the project at issue.

D. No elected official or other officer or employee of the City or DEP, nor any person whose salary is payable, in whole or in part, from the City Treasury, or from Funds shall participate in any decision relating to this Agreement which affects her/his personal interest or the interest of any corporation, partnership or association other than the City or DEP, in which he/she is, directly or indirectly, interested.

E. CW Corp. shall continue to implement its conflict of interest policy which shall also provide that no officer, employee or director of CW Corp. shall use or attempt to use his/her position with CW Corp. to obtain any financial gain, contract, privilege or other advantage from the Program. The conflict of interest policy shall continue to provide that any officer, employee or director of CW Corp. shall fully disclose to CW Corp. any financial or other interest in any proposed contract or subcontract to be awarded or approved by CW Corp. before any discussion of such matter or vote regarding such matter, shall absent himself or herself from, and shall not participate in any discussion or vote concerning such matter, and shall not seek to use personal influence in connection with the Board of Directors' consideration of such matter. Nothing in this Section, however, shall prohibit an elected official of a West of Hudson Watershed municipality or employee of the City from using his/her position with CW Corp. to obtain a gain, contract, privilege or other advantage for the benefit of the municipality represented by such official or of the City provided that any benefit conferred on

such official or employee personally by virtue of such action is similar to the benefit conferred on other eligible residents of the municipality.

F. CW Corp.'s conflict of interest policy shall continue to provide that no officer, employee or director of the CW Corp. shall assume a position as director, officer or employee with, or acquire a financial interest in any firm or corporation other than a municipality which is awarded a contract by the CW Corp. except if approved in writing by the Executive Committee of the Watershed Protection and Partnership Council.

G. For purposes of CW Corp.'s conflict of interest policy, a conflict of interest will be deemed to exist if the officer, director, or employee of CW Corp. has, or the officer's, director's or employee's immediate family has, or is considering acquiring, a position with, or an ownership or other financial interest in, any person or firm holding, bidding for, or proposed to be awarded a contract or subcontract to be awarded hereunder.

## **ARTICLE 9**

### **APPLICABLE LAWS, RULES, AND REGULATIONS**

#### Section 9.01 Severability

If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.

#### Section 9.02 Compliance with the Law

Each Party agrees that all acts to be performed by it in connection with this Agreement shall be performed in compliance with all applicable federal, State and local laws, rules, regulations and orders.

## **ARTICLE 10**

### **DEFAULT, SUSPENSION OR TERMINATION**

#### Section 10.01 Default

If either Party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting Party from the non-defaulting Party, such non-defaulting Party may (in addition to any other rights or remedies available at law or in equity) suspend work or terminate this Agreement upon written notice to the defaulting Party. If a material breach of the Agreement cannot be cured within thirty (30) days, the Agreement shall not be suspended or terminated pursuant to this Section if the breaching Party commences appropriate actions to cure the breach prior to the end of the thirty (30) days and diligently prosecutes the actions necessary to cure the breach.

### Section 10.02 Additional Remedies for City Default

A. If CW Corp. substantially prevails in an action against the City to enforce this Agreement, the City will pay CW Corp. its reasonable attorney's fees which have been actually incurred.

B. If the City fails to make a payment to CW Corp. within thirty (30) days of the date such payment became due and owing under this Agreement and this Agreement was valid and enforceable on the date such payment became due and owing, the City shall pay CW Corp. interest on such missed payment from the date such payment became due and owing until the date such payment is actually made. Interest shall be payable at an annual rate equal to the prime lending rate used by Chase Manhattan Bank, New York, New York, or its successor, as of the date the payment became due and owing, plus two percent (2%), compounded annually. Such interest shall be in addition to, and not in lieu of, other damages, including consequential damages (other than the costs of borrowing to replace funds not received from the City) and interest, CW Corp. may be entitled to under the common law and statutes of New York State, including the Civil Practice Law and Rules. Such interest shall also be in addition to, and shall not reduce, the City's payment obligations under Section 3.01. Any such interest shall be paid into Program Funds and shall be used in the same manner, and subject to the same restrictions as other Program Funds.

### Section 10.03 Force Majeure

A. In the event the City cannot comply with the terms and conditions of this Agreement because of climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God; acts of war or of the public enemy or terrorist acts; disruption, outage or power failure caused by a utility's inability to provide service, pandemics, epidemics, outbreaks of infectious disease or any other public health emergency; other states of emergency declared by the City, State or Federal government, quarantine restrictions, and freight embargoes; including the City's reasonable responses to any of the above or other condition as to which conduct the City was not the proximate cause, the City's performance hereunder may be excused or delayed provided the City notifies CW Corp. and the Watershed Protection and Partnership Council, as set forth in Article IV of the Watershed MOA, in writing within ten (10) days of obtaining knowledge of such condition and requests an appropriate extension of the relevant terms and conditions of this Agreement and further provided that the City makes its best efforts to provide for alternate arrangements to fulfill the terms and conditions of this Agreement.

B. In the event CW Corp. cannot comply with the terms and conditions of this Agreement because of climatic conditions, including: storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God; acts of war or of the public enemy or terrorist acts; disruption, outage or power failure caused by a utility's inability to provide service, pandemics, epidemics, outbreaks of infectious disease or any other public health emergency; other states of emergency declared by the City, State or Federal government, quarantine restrictions, and freight embargoes; including the City's reasonable responses to any of the above or other condition as to which conduct CW Corp. was not the proximate cause, CW Corp.'s performance hereunder may be excused or delayed provided CW Corp. notifies the City in writing within thirty (30) days of obtaining knowledge of such condition and requests an appropriate extension of the relevant terms and conditions of this Agreement and further provided that CW Corp. uses best efforts to provide for alternate arrangements to fulfill the terms and conditions of this Agreement. Nothing in this

Subsection shall excuse CW Corp. from using Program Funds for the purposes set forth in Section 3.01.

C. Nothing in this section shall impair the rights and obligations of the Parties under the Watershed MOA, any filtration avoidance determination for the West of Hudson Watershed, any water supply permit issued by New York State Department of Environmental Conservation concerning the West of Hudson Watershed, or any other separate agreement between the Parties.

#### Section 10.04 Rights Upon Termination of Agreement

Upon termination of this Agreement, whether by expiration of its term or otherwise, the following procedures shall be followed:

A. The City shall stop making further payments to CW Corp. pursuant to this Agreement, except that CW Corp. shall be entitled to receive Funds in a manner consistent with this Agreement to pay obligations necessarily incurred by CW Corp. in accordance with this Agreement pursuant to Subcontracts entered into in good faith prior to termination pursuant to Section 10.01.

B. CW Corp. shall account for and return to DEP all Unallocated Funds which have been provided to CW Corp. pursuant to this Agreement within thirty (30) calendar days of such expiration or termination.

C. CW Corp. shall submit, within ninety (90) calendar days, the reports required pursuant to Subsection 5.04(C).

D. If DEP's review of the reports required under Subsection 5.04(C) indicates that any funds that the City has advanced under this Agreement were not applied towards an eligible cost or other authorized expense in connection with this Agreement, or were otherwise not authorized under this Agreement, such amount will be reimbursed to DEP within thirty (30) days of receipt by CW Corp. of DEP's demand therefor.

## **ARTICLE 11 INDEMNIFICATION**

#### Section 11.01 Indemnification

The Parties agree to indemnify each other and save each other harmless from all claims, liabilities, losses or expenses of every character whatsoever relating to or arising out of this Agreement, where such injury or damage is the result of the indemnifying Party's or its contractor's negligence or intentional tortious act arising from any activities relating to this Agreement. In the event such injury or damage is caused by the combined negligence of the Parties, each Party shall be responsible for its relative culpability. Any costs incurred by the City pursuant to this Section shall be in addition to and shall not reduce the City's obligations under Section 3.01. Any indemnification by the indemnifying Party shall be strictly in excess of any and all insurance coverage carried by the indemnified Party's contractors, if any.

**ARTICLE 12**  
**INVESTIGATIONS**

Section 12.01 Cooperation with Governmental Investigations

CW Corp. and the City agree to cooperate fully and faithfully with any investigation, audit or inquiry relating to the subject matter of this Agreement conducted by a New York State or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry. Any breach or violation of the foregoing may be deemed a breach or violation of a material provision of this Agreement.

**ARTICLE 13**  
**MISCELLANEOUS PROVISIONS**

Section 13.01 Assignment or Other Disposition of the Agreement

CW Corp. agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title, or interest therein, or its power to execute such Agreement to any person, company or corporation without the previous written consent of the City, except that the foregoing provision shall not prohibit CW Corp. from retaining and employing Subcontractors to assist in performing the Study hereunder subject to the limitations and restrictions on Subcontractors set forth in Article 7 of this Agreement.

Section 13.02 Modification

This Agreement may not be modified or amended except by a written instrument signed by both of the Parties hereto, effective upon registration by the Comptroller's Office pursuant to Section 328 of the Charter of the City of New York.

Section 13.03 Notifications

Unless otherwise expressly provided in this Agreement, any notice from one Party to the other required or permitted to be given hereunder shall be in writing and shall be delivered by hand, or by certified mail, return receipt requested, to the following addresses:

If to DEP:

New York City Department of Environmental Protection  
71 Smith Avenue  
Kingston, New York 12401  
Attention: John Schwartz, Chief, Bureau of Water Supply, Watershed Lands &  
Community Planning

with a copy to:

New York City Department of Environmental Protection  
59-17 Junction Boulevard, 19th Floor  
Flushing, New York 11373  
Attention: General Counsel

If to CW Corp.:

Catskill Watershed Corporation  
669 County Highway 38, Suite 1  
Arkville, New York 12406  
Attention: Executive Director

Either Party may change the address to which notice to such Party shall be sent by sending written notice of such change to the other Party.

#### Section 13.04 No Third Party Beneficiary

This Agreement between CW Corp. and the City is not intended to create any benefit or interest in any third party.

#### Section 13.05 Cooperation

Both Parties acknowledge and agree, that during the term of the Agreement, they will provide each other promptly with all documentation, reports, and information which may be necessary to carry out their respective obligations under this Agreement. Nothing in this Agreement shall be deemed as consent by either Party to provide documents protected by, or to waive, the attorney/client privilege or the attorney work product privilege.

#### Section 13.06 Claims or Actions Against the City

A. No director, officer, employee, agent or other person authorized to act on behalf of the City shall have any personal liability in connection with this Agreement or any failure of the City to perform its obligations hereunder.

B. CW Corp. shall report to DEP in writing within seven (7) days of the initiation by CW Corp. or the service on CW Corp. of any legal action or proceeding in connection with or relating to this Agreement. In the event any claim is made or any action brought in any way relating to the Agreement herein (except an action brought by the CW Corp. against the City or by the City against CW Corp.), CW Corp. shall diligently render to DEP and/or the City without additional



compensation, any and all reasonable and necessary assistance which DEP and/or the City may require of CW Corp. to prosecute or defend against such claim or action.

Section 13.07 Political and Lobbying Activity

A. CW Corp. shall not engage in any partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office and otherwise attempt to influence legislation as part of or in connection with this Agreement, nor shall Program Funds be used for such purpose.

B. Nothing in this Agreement shall prevent CW Corp. from applying for, or obtaining any, financial assistance through grants, loans or other forms of financial aid from any federal, State, local or City agencies, or private or charitable organizations.

Section 13.08 Miscellaneous

A. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Parties consent to the jurisdiction of the Supreme Court of the State of New York for disputes arising from this Agreement.

B. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all inconsistent prior agreements with respect to the subject matter hereof, whether written or oral.

C. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

New York City Department of Environmental Protection

By \_\_\_\_\_

Commissioner

Catskill Watershed Corporation

By \_\_\_\_\_

Tina Molé President

APPROVED AS TO FORM AND CERTIFIED AS TO LEGAL AUTHORITY

\_\_\_\_\_  
Acting Corporation Counsel of  
The City of New York

**ACKNOWLEDGMENT**

**STATE OF NEW YORK        )**  
**: SS**  
**COUNTY OF NEW YORK    )**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn did depose and say that he is the Commissioner of the Department of Environmental Protection of the City of New York, the individual described herein and who executed the foregoing instrument, and that he signed his name thereto as authorized by said municipal corporation.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

**STATE OF NEW YORK        )**  
**: SS**  
**COUNTY OF NEW YORK    )**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn did depose and say that she is the President of Catskill Watershed Corporation, the individual described herein and who executed the foregoing instrument, and that she signed her name hereto as authorized by the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

**APPENDIX A**  
**Insurance Specifications**

The following terms supplement Article 4 of this Agreement. Defined terms shall take the same meaning as indicated in this Agreement.

Section 1 Agreement to Insure

CW Corp. shall and shall cause its Subcontractors to maintain the following types of insurance if and as indicated in Schedule A of this Appendix A (with the minimum limits and special conditions specified in Schedule A) throughout the term. All insurance shall meet the requirements set forth in this Appendix A. Wherever this Appendix A requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that CW Corp. can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

Section 2 Workers’ Compensation, Disability Benefits, and Employers’ Liability Insurance

A. CW Corp. shall maintain workers’ compensation insurance, employers’ liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or in regard to, all employees providing services under this Agreement.

B. Within 10 Days of the Effective Date, or as otherwise specified by DEP, and as required by N.Y. Workers’ Compensation Law §§ 57 and 220(8), CW Corp. shall submit proof of CW Corp.’s workers’ compensation insurance and disability benefits insurance (or proof of a legal exemption) to DEP in a form acceptable to the New York State Workers’ Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms, or equivalent, are acceptable:

1. Form C-105.2, Certificate of Workers’ Compensation Insurance;
2. Form U-26.3, State Insurance Fund Certificate of Workers’ Compensation Insurance;
3. Form SI-12, Certificate of Workers’ Compensation Self-Insurance;
4. Form GSI-105.2, Certificate of Participation in Worker’s Compensation Group Self-Insurance;
5. Form DB-120.1, Certificate of Disability Benefits Insurance;
6. Form DB-155, Certificate of Disability Benefits Self-Insurance;
7. Form CE-200 – Affidavit of Exemption;
8. Other forms approved by the New York State Workers’ Compensation Board;

or

9. Other proof of insurance in a form acceptable to the City.

### Section 3 Other Insurance

A. Commercial General Liability Insurance. CW Corp. shall maintain commercial general liability insurance in the amounts specified in Schedule A of this Appendix A, covering operations under this Agreement. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and “occurrence” based rather than “claims-made.” Such coverage shall list the City and the New York City Water Board, together with their officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26 and, if construction is performed as part of the Services, ISO Form CG 20 37.

B. Commercial Automobile Liability Insurance. If vehicles are used in the provision of Services under this Agreement, CW Corp. shall maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

C. Professional Liability Insurance.

1. CW Corp. shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Agreement. The policy or policies shall cover the liability assumed by CW Corp. under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of CW Corp. or anyone employed by CW Corp.

2. All Subcontractors of CW Corp. providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in Schedule A of this Appendix A. At the time of the request for subcontractor approval, CW Corp. shall provide to DEP, evidence of such professional liability insurance on a form acceptable to DEP.

3. Claims-made policies will be accepted for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, CW Corp. shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

### Section 4 General Requirements for Insurance Coverage and Policies

A. Unless otherwise stated, all insurance required by this Appendix A must:

1. be provided by companies that may lawfully issue such policies;
2. have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department; and
3. be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance) and any other entity listed as an additional insured on Schedule A of this Appendix A.

B. CW Corp. shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

C. There shall be no self-insurance program, including a self-insurance retention, exceeding \$10,000.00, with regard to any insurance required under Section 3 of this Appendix A unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City and any other additional insured listed on Schedule A of this Appendix A with all rights that would be provided by traditional insurance required under this Appendix A, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

D. The limits of coverage for all types of insurance for the City, including its officials and employees, and any other additional insured listed on Schedule A of this Appendix A that must be provided to such additional insured(s) shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to CW Corp. as named insured under all primary, excess, and umbrella policies of that type of coverage.

#### Section 5 Proof of Insurance

A. For each policy required under this Rider, CW Corp. shall file proof of insurance and, where applicable, proof that the City, including its officials and employees, is an additional insured with DEP within ten days of the Effective Date. The following proof is acceptable:

1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in Schedule A of this Appendix A) and any endorsements by which the City, including its officials and employees, have been made an additional insured; or
2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

B. Proof of insurance confirming renewals of insurance required under Section 3 of this Appendix A must be submitted to DEP prior to the expiration date of the coverage. Such proof must meet the requirements of Section 5(A) of this Appendix A.

C. CW Corp. shall provide the City with a copy of any policy required under this Appendix A upon the demand for such policy by the Commissioner or the New York City Law Department.

D. Acceptance by the Commissioner of a certificate or a policy does not excuse CW Corp. from maintaining policies consistent with all provisions of this Appendix A (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

E. If CW Corp. receives notice, from an insurance company or other person, that any insurance policy required under this Rider shall expire or be cancelled or terminated for any reason, CW Corp. shall immediately forward a copy of such notice to both the address referred to in Schedule A of this Appendix A and to the New York City Comptroller, Attn: Bureau of Contract Administration, The David N. Dinkins Municipal Building, One Centre Street, Room 727, New York, New York 10007.

#### Section 6 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by this Rider, CW Corp. shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where CW Corp. may not be covered under such policy if this Agreement requires that the City be an additional insured. Such notice shall expressly specify that “this notice is being given on behalf of the City of New York, including its officials and employees, as additional insured” (such notice shall also include the name of any other entity listed as an additional insured on Schedule A of this Appendix A) and contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. CW Corp. shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If CW Corp. fails to comply with the requirements of this paragraph, CW Corp. shall indemnify the City and the New York City Water Board, together with their officials and employees, and any other entity listed as an additional insured on Schedule A of this Appendix A for all losses, judgments, settlements and expenses, including reasonable attorneys’ fees, arising from an insurer’s disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees, and any other entity listed as an additional insured on Schedule A of this Appendix A.

B. CW Corp.’s failure to maintain any of the insurance required by this Rider shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Rider shall not relieve CW Corp. or Subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or law.

D. With respect to insurance required by Section 3 of this Rider and Schedule A of this Appendix A (but not including professional liability/errors and omissions insurance), CW Corp.

waives all rights against the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A of this Appendix A for any damages or losses that are covered under any insurance required under this Rider (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of CW Corp. and/or its Subcontractors in the performance of this Agreement.

E. If CW Corp. uses any Subcontractor who will make or participate in any delivery under this Agreement, CW Corp. shall require that those Subcontractors obtain insurance meeting the requirements of this Rider. In the event CW Corp. requires any Subcontractor to maintain insurance with regard to any operations under this Agreement and requires such Subcontractor to list CW Corp. as an additional insured under such insurance, CW Corp. shall ensure that such entity also list the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A of this Appendix A as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.



**SCHEDULE A**

| Types of Insurance                                                                                                                                                         |  | Minimum Limits and Special Conditions                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>■ Workers' Compensation §<br/>2</li> <li>■ Disability Benefits Insurance §<br/>2</li> <li>■ Employers' Liability §<br/>2</li> </ul> |  | Statutory amounts.                                                                                                                                                                                                                                                                                                                   |
| <ul style="list-style-type: none"> <li>■ Commercial General Liability §3(A)</li> </ul>                                                                                     |  | <p>\$ <u>1,000,000.00</u> per occurrence</p> <p>\$ <u>2,000,000.00</u> aggregate</p> <p>\$ <u>0</u> products/completed operations</p> <p>Additional Insureds:<br/>           1. City of New York, including its officials and employees, and<br/>           2. New York City Water Board, including its officials and employees.</p> |
| <ul style="list-style-type: none"> <li>■ Commercial Auto Liability § 3(B)</li> </ul>                                                                                       |  | <p>\$<u>1,000,000.00</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p>                                                         |
| <ul style="list-style-type: none"> <li>■ Professional Liability/Errors &amp; Omissions § 3(C)</li> </ul>                                                                   |  | \$ <u>1,000,000.00</u> per claim                                                                                                                                                                                                                                                                                                     |
| <ul style="list-style-type: none"> <li>Builders' Risk (for construction contracts only)</li> </ul>                                                                         |  | <p>100% of the value of the contract work</p> <p>City and the New York City Water Board shall be named as "loss payee as its interests may appear" and additional insured</p>                                                                                                                                                        |

| Notice                                                     |                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department's Mailing Address and Email Address for Notices | <p>DEP Office of the ACCO<br/> Attn: Contract Management Unit<br/> (Insurance)<br/> 59-17 Junction Blvd., 17<sup>th</sup> Floor<br/> Flushing, New York 11373</p> <p>A copy of each insurance certificate shall also be sent to:</p> <p>DEP Bureau of Water Supply<br/> Attn: DEP Contract Manager<br/> 71 Smith Avenue<br/> Kingston, New York 12401</p> |

## **CERTIFICATES OF INSURANCE**

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted. In the event DEP requires such policy or certificate to include information that is not on the printed forms (ie: policy or page number on each page), the certification by the insurance broker in the form on the following page setting forth the required information and signatures shall be sufficient to acknowledge that the policy and/or certificate was issued without such requested information.



**APPENDIX B**  
**Whistleblower Protection Expansion Act**

A. In accordance with Local Laws 30 and 33 of 2012, codified at Admin. Code §§ 6-132 and 12-113, respectively,

1. CW Corp. shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

2. If any of CW Corp.'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Section (A) 1 of this Appendix B, he or she shall be entitled to bring a cause of action against CW Corp. to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

3. CW Corp. shall post a notice in accordance with Attachment 1 provided by the City below in a prominent and accessible place on any site where work pursuant to this Agreement is performed that contains information about:

a. how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and

b. the rights and remedies afforded to its employees under Admin. Code §§ 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.

4. For the purposes of this Appendix B, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.


5. This Appendix is applicable to all of CW Corp.'s subcontractors having subcontracts with a value in excess of \$100,000.00; accordingly, CW Corp. shall include this Appendix in all subcontracts with a value in excess of \$100,000.00.

- B. Section A is not applicable to this Agreement if it is valued at \$100,000.00 or less. Sections A(1), (2), (4), and (5) are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency.

Attachment 1



***REPORT CORRUPTION, FRAUD, UNETHICAL CONDUCT***  
**RELATING TO A NYC-FUNDED CONTRACTOR PROJECT**  
**CALL THE NYC DEPARTMENT OF INVESTIGATION**  
**212-825-5959**

|                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>DOI CAN ALSO BE REACHED BY MAIL<br/>OR IN PERSON AT:</b><br/>New York City Department of<br/>Investigation (DOI)<br/>80 Maiden Lane, 17th floor<br/>New York, New York 10038<br/>Attention: COMPLAINT BUREAU</p> <p><b>OR FILE A COMPLAINT ON-LINE AT:</b><br/><a href="http://www.nyc.gov/doi">www.nyc.gov/doi</a></p> <p><b>All communications are confidential</b></p> |  <p><b>Or scan the QR Code above<br/>to make a complaint</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|

THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- To be protected by this law, an employee must report to DOI – or to certain other specified government officials – information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than \$100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.

**APPENDIX C  
SUBCONTRACTOR INTEGRITY REVIEW  
FORM**

**ECONOMIC VITALITY STUDY SUBCONTRACTOR INTEGRITY REVIEW  
FORM**

(DEP Contract Number: \_\_\_\_\_; Registration No. \_\_\_\_\_)

**For CW Corp. Subcontractors subject to Section 7.02 of the Agreement**

**Part I: SUBCONTRACTOR INFORMATION**

Business Name of Subcontractor: \_\_\_\_\_

Principal Place of Business Address: (Street, State, zip code): \_\_\_\_\_  
\_\_\_\_\_

Business Contact Information:

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Business: (sole proprietorship, partnership, corporation, other): \_\_\_\_\_  
\_\_\_\_\_

Business EIN/SSN: \_\_\_\_\_

**I hereby affirm that the information supplied is true and correct.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**Part II: AGENCY REVIEW**

Business Integrity Approved: \_\_\_\_ Business Integrity Rejected: \_\_\_\_