Catskill Watershed Corporation
Board Meeting
December 1, 2026
AGENDA

I. Call to Order
II. Pledge of Allegiance
III. Roll Call of Directors
IV. Review and Approval of November 3, 2026 Board Minutes
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 #6333 Tab 6 – Septic Over $30,000 – Sarah Bronilla
Res #6334 Tab 7 – Septic Over $30,000 – David Honig
Res #6335 Tab 8 – Septic Over $30,000 – Carolyn Lazard
Res #6336 Tab 9 – Septic Over $30,000 – Lost Clove Ventures LLC (Val D'isere)
Res #6337 Tab 10 – Septic Over $30,000 – Sead Celic
Res #6338 Tab 11 – Septic Over $30,000 – Additional Costs - Ashley Domers
Res #6339 Tab 12 - Septic Over $30,000 – Additional Costs – Kevin Meade
Res #6340 Tab 13 - Septic Over $30,000 – Additional Costs – Christopher Miller
Res #6341 Tab 14 - Septic Over $30,000 – Additional Costs – Audrey Morales
Res #6342 Tab 15 - Septic Over $30,000 – Additional Costs – Tara Smalls
Res #6343 Tab 16 – Septic Over $30,000 – Additional Costs – Mark VanGorden
Res #6344 Tab 17 – Septic Over $30,000 – Additional Costs – Roberta M. Warfield Irrevocable Trust
Res #6345 Tab 18 – Septic Over $30,000 – Additional Costs – Expanded Septic – Steven Zerega
Res #6346 Tab 19 – Second Time Repair Eligibility – Roxanne Mattice*****
Res #6347 Tab 20 – Second Time Repair Eligibility – JoAnne McEntee*****
Res #6348 Tab 21 – Second Time Repair Eligibility – Carol O'Shaughnessy*****
Res #6349 Tab 22 – Septic Maintenance Over $1,000 – Diane Duerr*****
Res #6350 Tab 23 – Septic Appeal – Judith Van Etten*****
Res #6351 Tab 24 – MOA 145 – Fourth Amendment to MOA 145 Program Agreement
Res #6352 Tab 25 – Finance – IITS Contract Amendment Additional Costs*
Res #6353 Tab 26 – Finance – Executive Director Compensation
Res #6354 Tab 27 – Policy – Establishment of 2027 Annual Meeting
Res #6355 Tab 28 – Policy – CWC Health & Safety Guidelines
Res #6356 Tab 29 – Policy – Secure 2.0 Act, Cares Act & Secure 2.0 Act Good Faith Amendment
Res #6357 Tab 30 – Public Education – Program Rule Change
Res #6358 Tab 31 – Public Education – Workforce Development – Program Rule Changed

Executive Session

Res #6359 Tab 32 – CFF – Collateral Change – High Falls Partners LLC – Rock Cliff House
Res #6360 Tab 33 – CFF – John & Elizabeth Starks t/a Bovina Farm & Fermentory LLC
Res #6361 Tab 34 – CFF – Rendler Landscaping & Excavation Inc

Res #6362 Tab 35 –Policy - Local Consultation Program II Agreement
Announcements from the Chair

VIII. Board Member Discussion – Next Meeting January 5, 2027

IX. Adjournment

CATSKILL WATERSHED CORPORATION
Board of Directors Meeting
DRAFT MINUTES
November 3, 2026

I. Called to Order at 12:08 PM

II. Pledge of Allegiance: Led by Tina Molé

III. Roll Call of Directors

Members Present: Tina Molé, Alicia Terry, Shilo Williams, Richard Parete, Joseph Cetta, Innes Kasanof, Jeff Senterman, John Kosier, James Sofranko, Christopher Mathews, Jim Ellis, George Haynes Jr, Karen Stainbrook, Thomas Hoyt and Allen Hinkley

Members Excused:

Staff Members Present: Jason Merwin, Timothy Cox, Jim Martin, Donald Brown, Jessica Fiedler, Lindsay Ballard, Gemma Young, Zach Baldwin-Way, Renee Alexander, Matthew Holbrook, Barbara Puglisi, Lynn Kavanagh, Patrick Burlingham

Others Present: Pat Palmer (NYSDOH), Mike Maloney (NYSDOH), Lindsey Drew (NYSDOS), John Schwartz (NYCDEP)

Others Present Via Zoom: Nick Carbone (Watershed Affairs Coordinator), Ken Kosinski (CWC), Pauline Wanjugi (NYSDOH), Morgan Tarbell (NYSDOH), Rena Baker (CWC)

IV. Review and Approval of October 6, 2026, Board Minutes – Tab 1
A motion to approve the Board Minutes made by Tina Molé without objection

Voice Vote carried unanimously.

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V. Presentation of Communications

Finance Report – Tab 2
A motion to approve the financial reports as of September 31, 2026, was made by Joseph Cetta and seconded by Innes Kasanof.

Voice Vote carried unanimously.

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Executive Director's Report – Tab 3
Executive Director's Report was received and approved as submitted upon motion by Tina Molé.

Committee Schedule – Tab 4
Committee Schedule was received and approved as submitted upon motion by Tina Molé.

Committee Meeting Minutes – Tab 5
Committee Minutes were received and approved as submitted upon motion by Tina Molé.

V. Public Discussion –

VI. Presentation of Resolutions

A motion to approve Tab 6, Resolution No. 6247, was made by Richard Parete and seconded by Innes Kasanof.

FSW – Windham Mountain Club Homes – Tab 6

November 3, 2026

RESOLUTION NO. 6247
BOARD REVIEW OF FUTURE STORMWATER PROGRAM APPLICATION FOR WINDHAM MOUNTAIN PARTNERS, LLC
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, Windham Mountain Partners, LLC, has applied for funding of eligible project costs in the amount of One Million Three Hundred Twenty-Two Thousand One Dollars and Seventy-Four Cents ($1,322,001.74) for design and construction of new stormwater controls related to the construction of the new Windham Mountain Homes project in the Town of Windham; and

WHEREAS, the CWC share of stormwater funding is 50% of the eligible costs for this project because Windham Mountain Partners LLC 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 One Million Three Hundred Twenty-Two Thousand One Dollars and Seventy-Four Cents ($1,322,001.74); 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 One Million Three Hundred Twenty-Two Thousand One Dollars and Seventy-Four Cents ($1,322,001.74).

NOW, THEREFORE, LET IT BE 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.

Windham Mountain Partners, LLC
Program: FSW
Address: 19 Resort Drive, Windham NY
Engineer: Katterskill Engineers
Contractor: Ryan Martin Excavating
Tax Parcel ID: 95.00-7-15

Project Description:
On September 12, 2025, DEP approved the Stormwater Pollution Prevention Plan (SWPPP) for Windham Mountain Partners LLC located in Windham, NY. Review and approval of a SWPPP to meet Watershed Regulations was required by NYC DEP. In addition, a SWPPP was required for coverage under the NYS DEC General Permit.

The construction of the project is estimated to disturb over 27 acres of land. The proposed project includes 46 townhouses, 20 single family house lots, associated roadways, walking paths and green spaces with amenities. It encompasses 21 tax parcels at the base of Windam Mountain Ski Resort. Construction is anticipated to take 3-4 years.

Stormwater controls include erosion and sediment controls, 32 Rain gardens, 27 stormwater planters, 13 bioretention basins, 84 culverts, 49 drainage structures, 21 drainage channels, and an underground storm tech chamber system. The design will also utilize the existing snowmaking pond and forebay for additional treatment.

Windham Mountain Partners LLC submitted an application on April 29, 2026. The project is to be constructed in 5 phases. The current application is for phases #1-3 for years 2026-2027. An additional funds application for phases #4&5 will be submitted at a later date and is estimated to cost $1,633,935.00. Engineering and construction costs with a CWC added 15% contingency totaled Two Million Six Hundred Forty-Four Thousand Three Dollars and Forty-Eight Cents ($2,644,003.48). The applicant has elected for 50% reimbursement of all DEP and DEC stormwater costs for a total of One Million Three Hundred Twenty-Two Thousand One Dollar and Seventy-Four Cents ($1,322,001.74). Funding for this project will be from the future stormwater program as the applicant is considered a large business.

COST BREAKOUT	
Design:	$166,773.46
Construction:	$2,132,360.00
Total:	$1,234,687.89
15% Contingency:	$344,870.02
TOTAL:	**$2,644,003.48**
50% Election	**$1,322,001.74**
PROGRAM ALLOCATION	
FSW Funding	$**1,322,001.74**
MOA-145 Funding	$0

The CWC recommends reimbursement of up to One Million Three Hundred Twenty-Two Thousand One Dollars and Seventy-Four Cents ($1,322,001.74) from the Future Stormwater Program to Windham Mountain Partners LLC for the design and construction costs of implementing a SWPPP required by NYC DEP Watershed Regulations and NYS DEC General Permit.

Recommended Future Stormwater Funding Request not to exceed $1,322,001.74

Thomas Hoyt abstained from voting.

Voice Vote carried unanimously.

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A motion to approve Tab 7 to Tab 15, Resolution No. 6291 to Resolution No. 6299, was made by Jim Ellis seconded by Allen Hinkley.

Septic Over $30,000 – Alto Costa Farms, LLC (Arlene Miller) – Tab 7

November 3, 2026

RESOLUTION NO. 6291
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $30,000:
ALTO COSTA FARMS, LLC (ARLENE MILLER)

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 Four Hundred Sixty-Seven Dollars and Ten Cents ($34,467.10); 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 Four Hundred Sixty-Seven Dollars and Ten Cents ($34,467.10) 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 Four Hundred Sixty-Seven Dollars and Ten Cents ($34,467.10) 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 Four Hundred Sixty-seven Dollars and Ten Cents ($34,467.10).

Alto Costa Farms LLC (ArleneMiller) Over $30,000:
Address: 3381 Whiskey Hollow Road, Hobart NY 13788
Town: Harpersfield
Bedrooms: 3
Engineer: Headwaters Engineering PLLC
Contractor: Boyle Excavating
Sign In Date: 8/1/26
Design Application Received By DEP: 7/24/26
Design Application Deemed Complete: 8/11/26
Date Recommended For DEP Design Approval: 9/2/26
2-Year Deadline: 8/12/28
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Homeowner and CWC staff received a quote from a contractor in the amount of $34,467.10. Major components of this system include one 1,000-gallon septic tank, a siphon chamber, 153 linear feet of gravity pipe, an effluent filter, one distribution box, 280 cubic yards of absorption fill material, 210 linear feet of absorption trench, 120 linear feet of curtain drain, 90 linear feet of curtain drain outlet pipe, 240 linear feet of access road, remove one tree and site restoration. The owner received a quote of $57,445.17 for this project. This amount is within 10% of the staff estimated cost of construction based on the Schedule of Values. This is a secondary residence eligible for 60% reimbursement. $57,445.17 X 60% = $34,467.10. The quote is well 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 $34,467.10.

Septic Over $30,000 – Lindsey Bauer – Tab 8

November 3, 2026

RESOLUTION NO. 6292
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $35,000:
LINDSEY BAUER

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-Five Thousand Two Hundred Fifty Dollars ($45,250.00); 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-Five Thousand Two Hundred Fifty Dollars ($45,250.00) 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-Five Thousand Two Hundred Fifty Dollars ($45,250.00) 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-Five Thousand Two Hundred Fifty Dollars ($45,250.00).

Lindsey Bauer Over $35,000:
Address: 1265-1267 Oliverea Road, Big Indian NY 12410
Town: Shandaken
Bedrooms: 4
Engineer: Rex Sanford P.E.
Contractor: Estes Plumbing & Excavation
Sign In Date: 6/25/26
Design Application Received By DEP: 9/1/26
Design Application Deemed Complete: 9/14/26

Date Recommended for DEP Design Approval: 9/14/26
2-Year Deadline: 6/25/28

The homeowner and CWC staff received three quotes from unrelated contractors for the amount of $45,250.00, $47,740.88 and $49,185.54. Major components of this system include a 1,250-gallon septic tank, 73 linear feet of gravity pipe, three distribution boxes, 300 linear feet of Presby pipe, 35 cubic yards of C-33 sand, 58 linear feet of vent pipe, 167 linear feet of swale, 140 linear feet of access road, spread and reclaim excess material, remove 40 trees and site restoration. We received a quote for $45,250.00. The low 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 for $45,250.00.

Septic Over $30,000 – James Bouton – Tab 9

November 3, 2026

RESOLUTION NO. 6293
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $35,000:
JAMES BOUTON

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-Eight Thousand Seven Hundred Ninety-Eight Dollars and Fifty Cents ($68,798.50); 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 Sixty-Eight Thousand Seven Hundred Ninety-Eight Dollars and Fifty Cents ($68,798.50) 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 Sixty-Eight Thousand Seven Hundred Ninety-Eight Dollars and Fifty Cents ($68,798.50) 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 Sixty-Eight Thousand Seven Hundred Ninety-Eight Dollars and Fifty Cents ($68,798.50).

James Bouton Over $35,000:
Address: 2600 Vega Mountain Road, Roxbury NY 12474
Town: Roxbury
Bedrooms: 3
Engineer: John Bolger P.E.

Contractor: Jim Peters Excavating
Sign In Date: 3/4/26
Design Application Received By DEP: 8/22/25
Design Application Deemed Complete: 9/3/25
Date Recommended for DEP Design Approval: 6/10/26
2-Year Deadline: 3/4/28

The homeowner and CWC staff received three quotes from unrelated contractors for the amount of $68,798.50, $69,665.20 and $70,082.10. Major components of this system include a 1,000-gallon septic tank, a siphon chamber, 88 linear feet of gravity pipe, an effluent filter, one distribution box, 190 cubic yards of absorption fill material, 240 linear feet of absorption trench, 93 linear feet of curtain drain, 52 linear feet of curtain drain outlet pipe, 93 linear feet of swale, 280 linear feet of access road, bucket material, spread and reclaim spoils from tank excavations and site restoration. We received a quote of $68,798.50. The low 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 for $68,798.50.

Septic Over $30,000 – Marta Castaing – Tab 10

November 3, 2026

RESOLUTION NO. 6294
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $30,000: MARTA CASTAING

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 Nine Hundred Seven Dollars and Fifteen Cents ($33,907.15); 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 Nine Hundred Seven Dollars and Fifteen Cents ($33,907.15) 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 Nine Hundred Seven Dollars and Fifteen Cents ($33,907.15) 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 Nine Hundred Seven Dollars and Fifteen Cents ($33,907.15).

Marta Castaing Over $30,000:
Address: 3 Quarry Road, Shandaken NY 12480
Town: Shandaken
Bedrooms: 3
Engineer: Rex Sanford P.E.
Contractor: Sam I Am Excavation & Tree Service
Sign In Date: 3/20/26
Design Application Received By DEP: 9/4/26
Design Application Deemed Complete: 9/14/26
Date Recommended For DEP Design Approval: 9/14/26
2-Year Deadline: 3/20/28

Homeowner and CWC staff received a quote from a contractor in the amount of $33,907.15. Major components of this system include a 1,000-gallon septic tank, 92 linear feet of gravity pipe, an effluent filter, one distribution box, 240 cubic yards of absorption fill material, 240 linear feet of absorption trench, 200 linear feet of curtain drain, 35 linear feet of curtain drain outlet pipe, 145 linear feet of access road, remove 16 trees, a temporary culvert, set the septic tank with a large excavator and site restoration. Sam I Am Excavating & Tree Service submitted a quote of $56,511.91 to the homeowner for this project. This amount is within 10% of the staff estimated cost of construction based on the Schedule of Values. This is a secondary residence eligible for 60% reimbursement. $56,511.91 X 60% = $33,907.15. Therefore, we are requesting that the Septic Committee recommend to the Board of Directors that they accept this reimbursement request of $33,907.15.

Septic Over $30,000 – John Fennell – Tab 11

November 3, 2026

RESOLUTION NO. 6295
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $30,000:
JOHN FENNELL

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 One Hundred Forty-Seven Dollars and Forty-Eight Cents ($34,147.48); 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 One Hundred Forty-Seven Dollars and Forty-Eight Cents ($34,147.48) 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 One Hundred Forty-Seven Dollars and Forty-Eight Cents ($34,147.48) 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 One Hundred Forty-Seven Dollars and Forty-Eight Cents ($34,147.48).

John Fennell Over $30,000:
Address: 370 Taylor Road, Delhi NY 13753
Town: Meredith
Bedrooms: 3
Engineer: Headwaters Engineering PLLC
Contractor: G.C. Landscaping & Excavation
Sign In Date: 6/24/26
Design Application Received By DEP: 11/21/25
Design Application Deemed Complete: 12/1/25
Date Recommended For DEP Design Approval: 2/27/26
2-Year Deadline: 6/24/28

Homeowner and CWC staff received a quote from a contractor in the amount of $34,147.48. Major components of this system include a 1,000-gallon septic tank, a pump chamber, 30 linear feet of gravity pipe, 95 linear feet of force main, an effluent filter, one distribution box, 90 cubic yards of absorption fill material, 140 linear feet of absorption trench, 170 linear feet of access road, remove 20 trees and site restoration. G.C. Landscaping & Excavation, Inc. submitted a quote of $56,912.47 to the homeowner for this project. This amount is within 10% of the staff estimated cost of construction based on the Schedule of Values. This is a secondary residence eligible for 60% reimbursement. $56,912.47 X 60% = $34,147.48. Therefore, we are requesting that the Septic Committee recommend to the Board of Directors that they accept this reimbursement request of $34,147.48.

Septic Over $30,000 – Wayne Lopes – Tab 12

November 3, 2026

RESOLUTION NO. 6296
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $30,000:
WAYNE LOPES

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-Five Dollars ($34,995.00); 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-Five Dollars ($34,995.00) 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-Five Dollars ($34,995.00) 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-Five Dollars ($34,995.00).

Wayne Lopes Over $30,000:
Address: 2107 Platte Clove Road, Elka Park NY 12427
Town: Hunter
Bedrooms: 2
Engineer: Praetorius & Conrad
Contractor: Bates Trucking & Excavation Inc.
Sign In Date: 11/7/25
Design Application Received By DEP: 3/20/26
Design Application Deemed Complete: 6/23/26
Date Recommended For DEP Design Approval: 6/23/26
2-Year Deadline: 11/7/27

Homeowner and CWC staff received a quote from a contractor in the amount of $34,995.00. Major components of this system include a 1,000-gallon septic tank, a pump chamber, 53 linear feet of gravity pipe, 39 linear feet of force main, an effluent filter, 90 cubic yards of absorption fill material, two peat modules, 100 linear feet of access road and site restoration. We received a quote of $34,995.00. 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 $34,995.00.

Septic Over $30,000 – Stephen Lyman – Tab 13

November 3, 2026

RESOLUTION NO. 6297
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $35,000:
STEPHEN LYMAN

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 Seventy-Five Thousand Six Hundred Ninety-Five Dollars ($75,695.00); 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 Seventy-Five Thousand Six Hundred Ninety-Five Dollars ($75,695.00) 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 recommends approving the reimbursement of Seventy-Five Thousand Six Hundred Ninety-Five Dollars ($75,695.00) 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 Seventy-Five Thousand Six Hundred Ninety-Five Dollars ($75,695.00).

Stephen Lyman Over $35,000:

Address: 6641 Fall Clove Road, Delancey NY 13752
Town: Andes
Bedrooms: 3
Engineer: Headwaters Engineering
Contractor: Delaware Bulldozing Corporation
Sign In Date: 7/16/25
Design Application Received By DEP: 5/7/26
Design Application Deemed Complete: 5/27/26
Date Recommended for DEP Design Approval: 8/18/26
2-Year Deadline: 7/16/27

The homeowner and CWC staff received three quotes from unrelated contractors for the amount of $75,695.00, $79,532.92 and $83,500.00 Major components of this system include a 1,000-gallon septic tank, a pump chamber, 21 linear feet of gravity pipe, 20 linear feet of force main, one distribution box, 515 cubic yards of absorption fill material, 175 linear feet of Presby pipe, 20 cubic yards of C-33 sand, 124 linear feet of vent pipe, 75 linear feet of curtain drain, 40 linear feet of curtain drain outlet pipe, 55 linear feet of access road, bucket material, a subpanel, spread and reclaim excess material from tank excavations and site restoration. We received a quote of $75,695.00. The low 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 for $75,695.00.

Septic Over $30,000 – Keri Moller – Tab 14

November 3, 2026

RESOLUTION NO. 6298
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $30,000:
KERI MOLLER

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 Five Hundred Eighty-Four Dollars and Sixty-One Cents ($34,584.61); 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 Five Hundred Eighty-Four Dollars and Sixty-One Cents ($34,584.61) 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 recommends approving the reimbursement of Thirty-Four Thousand Five Hundred Eighty-Four Dollars and Sixty-One Cents ($34,584.61) 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 Five Hundred Eighty-Four Dollars and Sixty-One Cents ($34,584.61).

Keri Moller Over $30,000:

Address: 676 Wittenberg Road, Mt. Tremper NY 12457
Town: Woodstock
Bedrooms: 2 & Homeowner Adding 1 Bedroom Cottage
Engineer: Brinnier & Larios P.C.
Contractor: Chad Davis Contracting
Sign In Date: 7/28/25
Design Application Received By DEP: 2/21/26
Design Application Deemed Complete: 3/2/26
Date Recommended For DEP Design Approval: 3/2/26
2-Year Deadline: 7/28/27

Homeowner and CWC staff received a quote from a contractor in the amount of $34,584.61. Major components of this system include a 1,000-gallon septic tank, a pump chamber, 34 linear feet of gravity pipe, 110 linear feet of force main, an effluent filter, one distribution box, 150 linear feet of absorption trench, 15 linear feet of steel sleeve, saw-cut pavement, remove stumps, remove one tall tree and site restoration. We received a quote of $37,890.77. The quote is well below our estimated cost for construction. CWC staff determined that a reasonable cost for septic system components serving the new cottage is $3,306.16. $37,890.77 - $3,306.16 = $34,584.61. The low 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 for $34,584.61.

Septic Over $30,000 – Timothy Strawderman – Tab 15

November 3, 2026

RESOLUTION NO. 6299
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $35,000:
TIMOTHY STRAWDERMAN

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 Fifty-Nine Thousand Three Hundred Eighty Dollars and Sixty-Nine Cents ($59,380.69); 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 Fifty-Nine Thousand Three Hundred Eighty Dollars and Sixty-Nine Cents ($59,380.69) 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 Fifty-Nine Thousand Three Hundred Eighty Dollars and Sixty-Nine Cents ($59,380.69) 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 Fifty-Nine Thousand Three Hundred Eighty Dollars and Sixty-Nine Cents ($59,380.69).

Timothy Strawderman Over $35,000:
Address: 49 Herdman Road, Phoenicia NY 12464
Town: Shandaken
Bedrooms: 2
Engineer: Headwaters Engineering PLLC
Contractor: Catskills Trademen LLC
Sign In Date: 10/18/24
Design Application Received By DEP: 7/24/25
Design Application Deemed Complete: 9/3/25
Date Recommended for DEP Design Approval: 4/28/26
2-Year Deadline: 10/18/26

The homeowner and CWC staff received three quotes from unrelated contractors for the amount of $59,380.69, $64,700.00 and $66,785.00. Major components of this system include a 1,000-gallon septic tank, a pump chamber, 14 linear feet of gravity pipe, 60 linear feet of force main, an effluent filter, one distribution box, 150 cubic yards of absorption fill material, 105 linear feet of Presby pipe, 12 cubic yards of C-33 sand, 95 linear feet of swale, 50 linear feet of access road, remove 75 trees and site restoration. We received a quote of $59,380.69. The low 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 for $59,380.69.

Voice Vote carried unanimously.

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A motion to approve Tab 16 Resolution No. 6300, was made by Richard Parete and seconded by Jim Ellis.

Septic Over $30,000 – Expanded Septic – HD Rentals LLC (Pineville Trailer Park) – Tab 16

November 3, 2026

RESOLUTION NO. 6300
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $35,000:
HD RENTALS LLC (PINEVILLE TRAILER PARK) - 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 three construction quotes, including the lowest quote for the septic system repair in the amount of Forty-Nine Thousand Eight Hundred Fifty-Five Dollars ($49,855.00); 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 Forty-Nine Thousand Eight Hundred Fifty-Five Dollars ($49,855.00) 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-Nine Thousand Eight Hundred Fifty-Five Dollars ($49,855.00) 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-Nine Thousand Eight Hundred Fifty-Five Dollars ($49,855.00).

HD Rentals LLC (Pineville Trailer Park) Backup
Expanded Septic Program
Address: 25033 State Highway 10, Walton NY 13856
Town: Walton
Use: Main House
Engineer: Steele Brook Engineering PLLC
Contractor: Louie Banker Contracting
Sign In Date: 5/15/26
Design Application Received By DEP:
Design Application Deemed Complete:
Date Recommended for DEP Design Approval: 5/5/26
2-Year Deadline: 5/15/27

The property owner and CWC staff received three quotes from unrelated contractors in the amount of $49,855.00, $58,625.00 and $61,650.00. Major components of this system include one 1,000-gallon septic

tank, one 1,250-gallon septic tank, 65 linear feet of gravity pipe, two distribution boxes, 480 linear feet of Presby pipe, 44 cubic yards of C-33 sand, 50 linear feet of vent pipe, spread and reclaim excess material. remove one tree and brush 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 $49,855.00.

Voice Vote carried unanimously.

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A motion to approve Tab 17 to Tab 30, Resolution No. 6301 to Resolution No. 6314, was made by James Sofranko and seconded by Allen Hinkley.

Septic Over $30,000 – Additional Costs – Kenard Bunkley – Tab 17

November 3, 2026

RESOLUTION NO. 6301
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
KENARD BUNKLEY

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 April 7, 2026, by Resolution Number 5989, the CWC Board approved reimbursement to Kenard Bunkley in an amount not-to-exceed Forty-Eight Thousand Three Hundred Fifty-Five Dollars and Sixteen Cents ($48,355.16); 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 Thirteen Thousand Six Hundred Seventy-One Dollars and Ninety Cents ($13,671.90); and

WHEREAS, the total contractor's invoices for this system are 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 Thirteen Thousand Six Hundred Seventy-One Dollars and Ninety Cents ($13,671.90); and

WHEREAS, CWC staff have determined that Sixty-Two Thousand Twenty-Seven Dollars and Six Cents ($62,027.06) 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-Two Thousand Twenty-Seven Dollars and Six Cents ($62,027.06) as it is in substantial agreement with our schedule of values.
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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-Two Thousand Twenty-Seven Dollars and Six Cents ($62,027.06).

Kenard Bunkley Backup
Address: 161 Pine Hill Road, Highmount NY 12441
Town: Shandaken
Engineer: Rex Sanford
Contractor: Josh Construction

This project was previously approved for $48,355.16. Large rocks and boulders were encountered while excavating for the absorption field and curtain drain. A hammer was needed to remove rock from the curtain drain area. The excavation was wider than normal and additional crushed stone and random fill was required to complete it. The engineer requested that the contractor provide sandy gravel to backfill the trenches. Random fill material was needed to backfill the septic tank and pump chamber because native soil was not suitable. The contractor has requested $13,671.90 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 $13,671.90 for total reimbursement not-to-exceed $62,027.06.

Septic Over $30,000 – Additional Costs – Joseph Ferrari – Tab 18

November 3, 2026

RESOLUTION NO. 6302
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
JOSEPH FERRARI

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) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, the CWC Board of Directors previously approved reimbursement to Joseph Ferrari in an amount not to exceed Twenty-Six Thousand Five Hundred Eighty-Nine Dollars and Sixty Cents ($26,589.60); and

WHEREAS, CWC staff has reviewed additional construction invoices, the eligible amount for the septic system repair is Five Thousand Four Hundred Sixty-Two Dollars and Forty Cents ($5,462.40); and

WHEREAS, the total contractor's invoices for this system are 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 Four Hundred Sixty-Two Dollars and Forty Cents ($5,462.40); and

WHEREAS, CWC staff have determined that Thirty-Two Thousand Fifty-Two Dollars ($32,052.00) 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 total reimbursement of Thirty-Two Thousand Fifty-Two Dollars ($32,052.00) 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-Two Thousand Fifty-Two Dollars ($32,052.00).

Joseph Ferrari Backup
Address: 5202 Route 23C Jewett NY 12444
Town: Jewett
Engineer: Praetorius & Conrad
Contractor: Kevin Thompson Mammoth Excavating

This project was previously approved for $26,589.60. Shallow bedrock was encountered while excavating for the septic tank, pump chamber and force main. The contractor hammered for 16 hours to attain necessary depths. Spoils had to be spread and reclaimed on site. This project is for a secondary residence eligible for 60% reimbursement. $9,104.00 X 60% = $5,462.40. The total project cost will be $32,052.00. The Septic Committee recommends that the CWC Board of Directors approves additional reimbursement.

Septic Over $30,000 – Additional Costs – Clifford Freeman – Tab 19

November 3, 2026

RESOLUTION NO. 6303
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
CLIFFORD FREEMAN

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 Clifford Freeman in the amount not-to-exceed Two Thousand Ninety-One Dollars ($2,091.00) for an emergency installation of a one-thousand-gallon septic tank; and

WHEREAS, CWC staff has received a construction 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 are 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 Thirty-One Thousand Nine Hundred Eighty-Five Dollars ($31,985.00); and

WHEREAS, CWC staff have determined that Thirty-Four Thousand Seventy-Six Dollars ($34,076.00) 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 Thirty-Four Thousand Seventy-Six Dollars ($34,076.00) 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 Seventy-Six Dollars ($34,076.00).

Clifford Freeman Backup
Address: 195 Schumway Road, Neversink NY 12765
Town: Neversink
Bedrooms: 2
Engineer: Peak Engineering
Contractor: Sheeley Oil Excavating Inc.
Sign In Date: 5/8/25
Design Application Received By DEP: 2/25/26
Design Application Deemed Complete: 3/11/26
Date Recommended For DEP Design Approval: 4/8/26
2-Year Deadline: 5/8/27

This project was previously approved in the amount of $2,091.00 for a 1,000-gallon septic tank in 2005. Major components of this project include a siphon chamber, 125 linear feet of gravity pipe, an effluent filter, one distribution box, 160 linear feet of absorption trench, 276 cubic yards of absorption fill material, 95 linear feet of curtain drain, 70 linear feet of curtain drain outlet pipe, 205 linear feet of swale, remove seven trees and site restoration. Sheeley Oil Excavating Inc. submitted a quote to the homeowner for $31,985.00. This amount is below the staff estimated cost of construction based on the Schedule of Values. The Septic Committee recommends that the CWC Board of Directors approve an additional reimbursement of $31,985.00 for total reimbursement not-to-exceed $34,076.00.

Septic Over $30,000 – Additional Costs – Golden Woodland LLC (Steven Golden) – Tab 20

November 3, 2026

RESOLUTION NO. 6304
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
GOLDEN WOODLAND LLC (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 May 5, 2026, by Resolution Number 6039, the CWC Board approved reimbursement to Golden Woodland LLC (Steven Golden), in an amount not-to-exceed Fifty-Five Thousand Eight Hundred Eighty-Three Dollars and Sixty-Five Cents ($55,883.65); 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 One Hundred Thirteen Dollars and Eighty Cents ($5,113.80); 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 One Hundred Thirteen Dollars and Eighty Cents ($5,113.80); and

WHEREAS, CWC staff have determined that Sixty Thousand Nine Hundred Ninety-Seven Dollars and Forty-Five Cents ($60,997.45) 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 Nine Hundred Ninety-Seven Dollars and Forty-Five Cents ($60,997.45) 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 Nine Hundred Ninety-Seven Dollars and Forty-Five Cents ($60,997.45).

Golden Woodland LLC (Steven Golden) Backup
Address: 724-728 High Point Mountain Road, West Shokan NY 12494
Town: Olive
Engineer: Rex Sanford P.E.
Contractor: Burns Enterprises LLC.

This project was previously approved for $55,883.65. The contractor hammered for 16 hours to attain necessary depths. Excavated rock was unsuitable for backfill. The contractor had to bring 30 cubic yards of random fill material to backfill these components. The contractor has requested $8,523.00 for the added work. Staff believe this is a reasonable and justified amount. This is a secondary residence eligible for 60% reimbursement. $8,523.00 X 60% = $5,113.80. The Septic Committee recommends that the CWC Board of Directors approve an additional reimbursement of $5,113.80 for total reimbursement not-to-exceed $60,997.45.

Septic Over $30,000 – Additional Costs – Veronica Gomez – Tab 21

November 3, 2026

RESOLUTION NO. 6305
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
VERONICA GOMEZ

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 September 2, 2025, by Resolution Number 5816, the CWC Board approved reimbursement to Veronica Gomez in an amount not-to-exceed One Hundred Eleven Thousand One Hundred Eighty-One Dollars and Ninety-Seven Cents ($111,181.97); 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 Six Hundred Ten Dollars ($5,610.00); 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 Six Hundred Ten Dollars ($5,610.00); and

WHEREAS, CWC staff have determined that One Hundred Sixteen Thousand Seven Hundred Ninety-One Dollars and Ninety-Seven Cents ($116,791.97) 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 One Hundred Sixteen Thousand Seven Hundred Ninety-One Dollars and Ninety-Seven Cents ($116,791.97) 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 One Hundred Sixteen Thousand Seven Hundred Ninety-One Dollars and Ninety-Seven Cents ($116,791.97).

Veronica Gomez Backup
Address: 6689 State Route 10, Hobart NY 13788
Town: Stamford
Engineer: Headwaters Engineering
Contractor: Boyle Excavating Inc.

This project was previously approved for $111,181.97. While installing the effluent line, roots of two more trees were severely damaged. The engineer determined that it was best to remove them. The contractor has requested $5,610.00 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 $5,610.00 for total reimbursement not-to-exceed $116,791.97.

Septic Over $30,000 – Additional Costs – Cheryl Hofsdal – Tab 22

November 3, 2026

RESOLUTION NO. 6306
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
CHERYL HOFSDAL

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 5, 2026, by Resolution Number 6041, the CWC Board approved reimbursement to Cheryl Hofsdal in an amount not-to-exceed Eighty-Six Thousand Nine Hundred Twenty-Seven Dollars ($86,927.00); 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 Eleven Thousand One Hundred Seventy-Seven Dollars and Thirty Cents ($11,177.30); 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 Eleven Thousand One Hundred Seventy-Seven Dollars and Thirty Cents ($11,177.30); and

WHEREAS, CWC staff have determined that Ninety-Eight Thousand One Hundred Four Dollars and Thirty Cents ($98,104.30) 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 Ninety-Eight Thousand One Hundred Four Dollars and Thirty Cents ($98,104.30) 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 Ninety-Eight Thousand One Hundred Four Dollars and Thirty Cents ($98,104.30).

Cheryl Hofsdal Backup
Address: 2644 Perch Lake Road
Town: Andes
Engineer: Headwaters Engineering
Contractor: Delaware Bulldozing Corporation

This project was previously approved for $86,927.00. The contractor was required to bring an additional five loads of stackable wall block, 45 cubic yards of absorption fill material and 45 cubic yards of backfill drainage material for the retaining wall. The contractor has requested $11,677.30 for the added work. CWC staff believe $11,177.30 is a reasonable and justified cost. The Septic Committee recommends that the CWC Board of Directors approves an additional reimbursement of $11,177.30 for total reimbursement not-to-exceed $98,104.30.

Septic Over $30,000 – Additional Costs – Dragos Ianau – Tab 23

November 3, 2026

RESOLUTION NO. 6307
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
DRAGOS IANAU

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 December 2, 2025, by Resolution Number 5919, the CWC Board approved reimbursement to Dragos Ianau in an amount not-to-exceed Sixty-Two Thousand One Hundred Twenty-Nine Dollars and Ninety-Eight Cents ($62,129.98); 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 One Hundred Eighty-Eight Dollars and Forty Cents ($6,188.40); 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 One Hundred Eighty-Eight Dollars and Forty Cents ($6,188.40); and

WHEREAS, CWC staff have determined that Sixty-Eight Thousand Three Hundred Eighteen Dollars and Thirty-Eight Cents ($68,318.38) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommends approving total reimbursement of Sixty-Eight Thousand Three Hundred Eighteen Dollars and Thirty-Eight Cents ($68,318.38) 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-Eight Thousand Three Hundred Eighteen Dollars and Thirty-Eight Cents ($68,318.38).

Dragos Ianau Backup
Address: 63 Dave Road, Margaretville NY 12455
Town: Middletown
Engineer: Rex Sanford P.E.
Contractor: Estes Plumbing & Excavation

This project was previously approved for $62,129.98. Large rocks and boulders had to be removed from trench areas to install the absorption field. The engineer directed the contractor to bring sandy gravel to install and backfill trenches. Excavated rock was spread and reclaimed on site. The contractor has requested $6,188.40 for the added work. The Septic Committee recommends that the CWC Board of Directors approves an additional reimbursement of $6,188.40 for total reimbursement not-to-exceed $68,318.38.

Septic Over $30,000 – Additional Costs – Anne Kaufold – Tab 24

November 3, 2026

RESOLUTION NO. 6308
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE

OVER $30,000 – ADDITIONAL COSTS:
ANNE KAUFHOLD

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 Anne Kaufhold in the amount not-to-exceed Twelve Thousand Six Hundred Dollars ($12,600.00) 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 Thirty-Eight Thousand Six Hundred Nineteen Dollars and One Cent ($38,619.01); 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 Thirty-Eight Thousand Six Hundred Nineteen Dollars and One Cent ($38,619.01); and

WHEREAS, CWC staff have determined that Fifty-One Thousand Two Hundred Nineteen Dollars and One Cent ($51,219.01) 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-One Thousand Two Hundred Nineteen Dollars and One Cent ($51,219.01) 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-One Thousand Two Hundred Nineteen Dollars and One Cent ($51,219.01).

Anne Kaufhold Backup
Address: 7216 Route 28, Shandaken NY 12480
Town: Shandaken
Bedrooms: 2
Engineer: Rex Sanford P.E.
Contractor: Eberhardt Excavation, LLC.
Sign In Date: 4/26/25
Design Application Received By DEP: 7/8/26
Design Application Deemed Complete: 8/4/26
Date Recommended For DEP Design Approval: 8/4/26
2-Year Deadline: 4/26/27

This project was previously approved for $12,600.00. Major components of this project include a pump chamber, 5 linear feet of gravity pipe, 110 linear feet of force main, one distribution box, 10 cubic yards of absorption fill material, 150 linear feet of Presby pipe, 32 cubic yards of C-33 sand, 21 linear feet of vent pipe, 170 linear feet of access road, set the pump chamber with a large excavator, shuttle material over a steep slope,

spread and reclaim excess material and site restoration. Three quotes were received for this project. They were $38,619.01, $39,633.86 and $40,552.97. The Septic Committee recommends that the CWC Board of Directors approve an additional reimbursement of $38,619.01 for total reimbursement not-to-exceed $51,219.01.

Septic Over $30,000 – Additional Costs – David Melville – Tab 25

November 3, 2026

RESOLUTION NO. 6309
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
DAVID MELVILLE

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 4, 2025, by Resolution Number 5877, the CWC Board approved reimbursement to David Melville in an amount not-to-exceed Forty-Three Thousand Eight Hundred Forty-Nine Dollars ($43,849.00); 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 Seven Thousand Nine Hundred Twenty Dollars ($7,920.00); 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 Seven Thousand Nine Hundred Twenty Dollars ($7,920.00); and

WHEREAS, CWC staff have determined that Fifty-One Thousand Seven Hundred Sixty-Nine Dollars ($51,769.00) 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 Fifty-One Thousand Seven Hundred Sixty-Nine Dollars ($51,769.00) 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 Fifty-One Thousand Seven Hundred Sixty-Nine Dollars ($51,769.00).

David Melville Backup
Address: 14 Mountain Valley Road, Boiceville NY 12412
Town: Olive
Engineer: Joe Boek
Contractor: Eberhardt Excavation

This project was previously approved for $43,849.00. The owner's driveway became damaged during construction. The contractor utilized 16 additional road plates to prevent further damage. The contractor has requested $7,920.00 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 $5,610.00 for total reimbursement not-to-exceed $51,769.00.

Septic Over $30,000 – Additional Costs – Sherri Reddick – Tab 26

November 3, 2026

RESOLUTION NO. 6310
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
SHERRI REDDICK

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) CWC staff shall forward the design with recommendation to the CWC Board for approval; and

WHEREAS, on April 7, 2026, by Resolution Number 6000, the CWC Board of Directors approved reimbursement to Sherri Reddick in an amount not to exceed Fifty Thousand Five Hundred Eighty-Six Dollars and One Cent ($50,586.01); and

WHEREAS, CWC staff has reviewed additional construction invoice, the eligible amount for the septic system repair is Three Thousand Fifty-Eight Dollars and Twenty Cents ($3,058.20); and

WHEREAS, the total contractor's invoices for this system are 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 Three Thousand Fifty-Eight Dollars and Twenty Cents ($3,058.20); and

WHEREAS, CWC staff have determined that Fifty-Three Thousand Six Hundred Forty-Four Thousand Dollars and Twenty-One Cents ($53,644.21) 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 total reimbursement of Fifty-Three Thousand Six Hundred Forty-Four Thousand Dollars and Twenty-One Cents ($53,644.21) 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 Fifty-Three Thousand Six Hundred Forty-Four Thousand Dollars and Twenty-One Cents ($53,644.21).

Sherri Reddick Backup
Address: 97 Sickler Road, Lake Hill NY 12448
Town: Woodstock
Engineer: Rex Sanford
Contractor: Chad Davis Contracting

This project was previously approved for $50,586.01. Large boulders were encountered in the absorption field area during construction. The contractor had to hammer for a day and a half. Groundwater filled the septic tank excavation. A pump was utilized to de-water it. The contractor has requested $5,097.00 for the added work. This amount appears to be reasonable and justified. This is a secondary residence eligible for 60% reimbursement. $5,097.00 X 60% = $3,058.20. This amount appears to be reasonable and justified. The Septic Committee recommends that the CWC Board of Directors approve an additional reimbursement of $3,058.20 for total reimbursement not-to-exceed $53,644.21.

Septic Over $30,000 – Additional Costs – John Reichle – Tab 27

November 3, 2026

RESOLUTION NO. 6311
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
JOHN REICHLE

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 2, 2026, by Resolution Number 6125, the CWC Board approved reimbursement to John Reichle in an amount not-to-exceed Fifty-Eight Thousand Six Hundred Ninety-One Dollars and Forty-One Cents ($58,691.41); 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 Eight Hundred Forty-Two Dollars and Two Cents ($842.02); 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 Eight Hundred Forty-Two Dollars and Two Cents ($842.02); and

WHEREAS, CWC staff have determined that Fifty-Nine Thousand Five Hundred Thirty-Three Dollars and Forty-Three Cents ($59,533.43) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommends approving total reimbursement of Fifty-Nine Thousand Five Hundred Thirty-Three Dollars and Forty-Three Cents ($59,533.43) 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-Nine Thousand Five Hundred Thirty-Three Dollars and Forty-Three Cents ($59,533.43).

John Reichle Backup
Address: 939 Clove Road, Hobart NY 13788
Town: Stamford
Engineer: Headwaters Engineering
Contractor: Boyle Excavating Inc.

This project was previously approved for $58,691.41. A graywater line not identified on the design drawing was discovered during construction. The line had to be replaced from the house to the new septic tank. The contractor has requested $842.02 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 $842.02 for total reimbursement not-to-exceed $59,533.43.

Septic Over $30,000 – Additional Costs – Oscar Sierra – Tab 28

November 3, 2026

RESOLUTION NO. 6312
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
OSCAR SIERRA

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 April 1, 2025, by Resolution Number 5637, the CWC Board approved reimbursement to Oscar Sierra in an amount not-to-exceed Forty-Seven Thousand Five Hundred Thirty-Seven Dollars and Twenty-Two Cents ($47,537.22); 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 Eight Thousand Three Hundred Eighty-Eight Dollars and Sixty-Six Cents ($8,388.66); 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 Eight Thousand Three Hundred Eighty-Eight Dollars and Sixty-Six Cents ($8,388.66); and

WHEREAS, CWC staff have determined that Fifty-Five Thousand Nine Hundred Twenty-Five Dollars and Eighty-Eight Cents ($55,925.88) 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-Five Thousand Nine Hundred Twenty-Five Dollars and Eighty-Eight Cents ($55,925.88) 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-Five Thousand Nine Hundred Twenty-Five Dollars and Eighty-Eight Cents ($55,925.88).

Oscar Sierra Backup
Address: 909 Silas Lake Road, Fleischmanns NY 12430
Town: Halcott
Engineer: John Bolger P.E.
Contractor: G.C. Landscaping & Excavation

This project was previously approved for $47,537.22. The contractor had to move the absorption field down the hill, due to the well location. Seventy-five additional yards of absorption fill material, 35 linear feet of access road, extending the curtain drain 20 linear feet, adding 40 linear feet of curtain drain outlet was required, A culvert was discharging in the direction of the absorption field. The contractor installed 125 linear feet of swale to direct water away from the new septic system. The contractor has requested $8,388.66 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 $8,388.66 for total reimbursement not-to-exceed $55,925.88.

Septic Over $30,000 – Additional Costs – Jerome Sprecher – Tab 29

November 3, 2026

RESOLUTION NO. 6313
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
JEROME SPRECHER

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 5, 2026, by Resolution Number 6050, the CWC Board approved reimbursement to Jerome Sprecher in an amount not-to-exceed Sixty-Three Thousand Three Hundred Ninety-One Dollars and Ninety Cents ($63,391.90); 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 Eight Hundred Fifty-One Dollars and Ninety-Three Cents ($5,851.93); and

WHEREAS, the total contractor's invoices for this system are 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 Eight Hundred Fifty-One Dollars and Ninety-Three Cents ($5,851.93); and

WHEREAS, CWC staff have determined that Sixty-Nine Thousand Two Hundred Forty-Three Dollars and Eighty-Three Cents ($69,243.83) 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-Nine Thousand Two Hundred Forty-Three Dollars and Eighty-Three Cents ($69,243.83) 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-Nine Thousand Two Hundred Forty-Three Dollars and Eighty-Three Cents ($69,243.83).

Jerome Sprecher Backup
Address: 975 Hard Scarbble Road, Roxbury NY 12474
Town: Roxbury
Engineer: John Bolger P.E.
Contractor: Jim Peters Excavating

This project was previously approved for $63,391.90. Concrete tanks could not be used due to location on the site. The engineer directed the contractor to replace them with poly tanks. Poly tanks are lighter and can be carried with a small excavator. An old barn foundation was encountered during installation of the force main. The contractor had to hammer through it. Groundwater was encountered while excavating for the tanks. A 60 linear foot drain was installed around the tanks to prevent infiltration. The contractor had to install an additional 115 linear feet of force main due to a scaling error. The contractor has requested $5,851.93 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 $5,851.93 for total reimbursement not-to-exceed $69,243.83.

Septic Over $30,000 – Additional Costs – Nelson K. Weaver – Tab 30

November 3, 2026

RESOLUTION NO. 6314
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
NELSON K. WEAVER

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 5, 2026, by Resolution Number 6054, the CWC Board approved reimbursement to Nelson K. Weaver in an amount not-to-exceed Sixty-Nine Thousand Seven Hundred Fifty Dollars ($69,750.00); and

WHEREAS, CWC staff has reviewed an additional construction invoice of costs submitted by the homeowner for the septic system repair in the amount of Thirteen Thousand Seven Hundred Ten Dollars ($13,710.00); and

WHEREAS, the total contractor's invoices for this system are 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 Thirteen Thousand Seven Hundred Ten Dollars ($13,710.00); and

WHEREAS, CWC staff have determined that Eighty-Three Thousand Four Hundred Sixty Dollars ($83,460.00) 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 Eighty-Three Thousand Four Hundred Sixty Dollars ($83,460.00) 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 Four Hundred Sixty Dollars ($83,460.00).

Nelson K. Weaver Backup
Address: 75 Tex Weaver Road, Andes NY 13731
Town: Andes
Engineer: Steele Brook Engineering
Contractor: LaFever Excavating

This project was previously approved for $69,750.00. After construction, it became apparent that groundwater was compromising the system. The engineer believes it is infiltrating through the existing septic tank and dosing chamber. He has proposed replacing both tanks. The contractor has requested $13,710.00 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 $13,710.00 for total reimbursement not-to-exceed $83,460.00.

Voice Vote carried unanimously.

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A motion to approve Tab 31 to Tab 32, Resolution No. 6315 to Resolution No. 6316, was made by Joseph Cetta and seconded by Christopher Mathews.

Septic Over $30,000 – Expanded Septic – Additional Costs – Winnisook Inc (Fairservice Residence) - Tab 31

November 3, 2026

RESOLUTION NO. 6315
BOARD APPROVAL OF ADDITIONAL FUNDS FOR SEPTIC CONSTRUCTION OVER $30,000: WINNISOOK INC. (FAIRSERVICE RESIDENCE) - EXPANDED SEPTIC PROGRAM
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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 May 5, 2026, by Resolution Number 6068, the CWC Board approved reimbursement to Winnisook Inc. (Fairservice Residence) in an amount not to exceed One Hundred Forty-Six Thousand Seven Hundred Eighty-Two Dollars and Sixteen Cents ($146,782.16); 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 Eighteen Thousand Two Hundred Ninety-Five Dollars ($18,295.00); 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 Eighteen Thousand Two Hundred Ninety-Five Dollars ($18,295.00) 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 total reimbursement of One Hundred Sixty-Five Thousand Seventy-Sven Dollars and Sixteen Cents ($165,077.16) 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 One Hundred Sixty-Seven Dollars and Seventy-Seven Dollars and Sixteen Cents ($167,077.16).

Winnisook Inc. (Fairservice Residence) Backup
Expanded Septic Program
Address: 71 Winnisook Club Road, Oliverea NY 12410
Town: Shandaken
Engineer: Rex Sanford P.E.
Contractor: Mammoth Excavation Inc.

The project was previously approved for $146,782.16. Rock was encountered during construction. The contractor hammered for 19,5 hours to attain necessary depths for the tanks. Broken rock was spread on the site. Additional restoration was required to cover it. The contractor has requested $18,295.00 for the added work. The Septic Committee recommends that the Board approves an additional reimbursement of $18,295.00 for total reimbursement not to exceed $162,077.16.

Septic Over $30,000 – Expanded Septic – Additional Costs – Winnisook Inc (VanKleeck Residence) – Tab 32

November 3, 2026

RESOLUTION NO. 6316
BOARD APPROVAL OF ADDITIONAL FUNDS FOR SEPTIC CONSTRUCTION OVER $30,000: WINNISOOK INC. (VANKLEECK RESIDENCE - 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 May 5, 2026, by Resolution Number 6069, the CWC Board approved reimbursement to Winnisook Inc. (VanKleeck Residence) in an amount not to exceed One Hundred Twenty-Nine Thousand Four Hundred Ninety-Six Dollars and Thirteen Cents ($129,496.13); 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 Twenty-Five Thousand Four Hundred Ninety Dollars ($25,490.00); and

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

WHEREAS, the CWC staff have determined the contractor's total invoices of Twenty-Five Thousand Four Hundred Ninety Dollars ($25,490.00) 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 total reimbursement of One Hundred Fifty-Four Thousand Nine Hundred Eighty-Six Dollars and Thirteen Cents ($154,986.13) 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 One Hundred Fifty-Four Thousand Nine Hundred Eighty-Six Dollars and Thirteen Cents ($154,986.13).

Winnisook Inc. (VanKleeck Residence) Backup
Expanded Septic Program
Address: 81 Winnisook Club Road, Oliverea NY 12410
Town: Shandaken
Engineer: Rex Sanford P.E.
Contractor: Mammoth Excavation Inc.

The project was previously approved for $129,496.13. Rock was encountered during construction. The contractor hammered for 24 hours to attain necessary depths for the tanks. Broken rock was spread on the site. Additional restoration was required to cover it. The contractor has requested $25,490.00 for the added work. The Septic Committee recommends that the Board approves an additional reimbursement of $25,490.00 for total reimbursement not to exceed $154,986.13

Voice Vote carried unanimously.

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A motion to approve Tab 33 – Tab 35, Resolution No. 6317 to Resolution No. 6319, was made by Jim Ellis and seconded by John Kosier.
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Second Time Repair Eligibility – Jennifer Healey – Tab 33

November 3, 2026

RESOLUTION NO. 6317
BOARD APPROVAL OF MOA SEPTIC PROGRAM - SECOND TIME REPAIR ELIGIBILITY – JENNIFER HEALEY

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, Jennifer Healey, 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.

Jennifer Healey Backup

Ms. Healey's property is located in the Town of Walton. This project was paid for in 2016 under our Priority 9 Program. Sewage is surfacing in the yard in the absorption field area. Exploratory work needs to be done to determine the extent of repair needed with the possibility of replacing it. The homeowner had maintenance pump outs done in 2022 and 2026.

Second Time Repair Eligibility – Peg Merrill – Tab 34

November 3, 2026

RESOLUTION NO. 6318
BOARD APPROVAL OF MOA SEPTIC PROGRAM - SECOND TIME REPAIR ELIGIBILITY – PEG MERRILL

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, Peg Merrill, 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.

Peg Merrill Backup

Ms. Merrill's property is located in the Town of Hamden. This project was paid for in 2010 under our Priority 7 Program. It was approved for the second time repair in 2024 for a pump replacement. A new pump was installed at that time. There are issues with the system again. Part of the pipe from the house to the septic tank runs above ground beneath a deck. It is unevenly pitched and causes slow drains. It froze last winter. The pipe needs to be replaced and buried. The pump alarm rings intermittently. It needs to be diagnosed and necessary components replaced. The homeowner had a maintenance pump out done in 2024.

Second Time Repair Eligibility – John Rolland – Tab 35

November 3, 2026

RESOLUTION NO. 6319
BOARD APPROVAL OF MOA SEPTIC PROGRAM - SECOND TIME REPAIR ELIGIBILITY – JOHN ROLLAND

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, John Rolland, 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.

John Rolland Backup

Mr. Rolland's property is located in the Town of Delhi. This project was paid for in 2016 under our Priority 9 Program. The pipe from the house to the septic tank had to be replaced. A cleanout and riser were installed. The homeowner claims to have had two maintenance pump outs done. We do not have any on record.

Voice Vote carried unanimously.

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A motion to approve Tab 36, Resolution No. 6320, was made by Innes Kasanof and seconded by Allen Hinkley.

Septic Appeal – Mr. & Mrs. Jeffrey Breigle – Tab 36

November 3, 2026

RESOLUTION NO. 6320
MOA SEPTIC PROGRAM APPEAL – BREIGLE

WHEREAS, the Catskill Watershed Corporation ("CWC") established and administers the Septic Rehabilitation and Replacement Program ("MOA Septic Program") to replace or repair eligible septic systems, serving residences in the New York City Watershed West of the Hudson River; and

WHEREAS, the CWC staff reviewed a request from Switlana and Jeffrey Breigle for eligibility to repair a septic system that is not functioning properly in the Town of Prattsville, Greene County; and

WHEREAS, CWC staff reviewed the application and determined denied the application should be denied because pursuant to the CWC Septic Program Participation Agreement, CWC does not warranty the work of an owner's engineer and/or contractor, and the work is not necessary for the adequate treatment of septage; and

WHEREAS, the CWC Septic Program rules established an appeals process that permits an applicant to appeal to the CWC Board of Directors when the applicant disputes the CWC staff determination; and

WHEREAS, Mr. and Mrs. Breigle timely submitted a letter appealing the determination of eligibility; and

WHEREAS, the MOA Septic Program rules provides that the CWC Board of Directors may reverse the decision to deny reimbursement in whole or in part in the following instances:

a) The applicant was wrongly deemed ineligible;
b) The applicant was wrongly denied reimbursement, in whole or in part, based upon an incorrect determination that the work for which reimbursement is sought was not necessary.
c) The applicant was wrongly denied reimbursement, in whole or in part, based upon an incorrect determination that the cost of the work for which reimbursement is sought is not reasonable.
d) There are special circumstances involved which warrant eligibility to the program or that warrant reimbursement; and
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WHEREAS, CWC Septic Committee will review the appeal at the November 3, 2026 meeting.

NOW, THEREFORE, LET IT BE RESOLVED, that the CWC Board of Directors has reviewed the MOA Septic Reimbursement Program Appeal and makes the following determination:

[ ] Denies the Appeal

[X] Grants the Appeal

Mr. & Mrs. Breigle
Address: 588 Cozy Hallow Road, Prattsville NY 12468
Town: Prattsville

Mr. and Mrs. Breigle, the property owners, are appealing to the CWC's denial of assistance to repair a septic system that is not functioning properly at their residence. CWC reimbursed them for a replacement septic system that included two peat pods in 2020. A curtain drain was installed and reimbursed in 2021. Per their appeal, attached, the peat pods are retaining water, and the top of peat pods and the ground surface are wet.

CWC staff denied the reimbursement request because pursuant the CWC Septic Program Participation Agreement, CWC does not warranty the work of an owner's engineer and/or contractor, and per the CWC Septic Program Rules less than 10 years has elapsed since installation of the system, making the system ineligible for presentation for a second time repair.

The CWC Septic Committee will review the appeal on November 3, 2026.

Voice Vote carried unanimously.

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A motion to approve Tab 37 to Tab 38, Resolution No. 6321 to Resolution No. 6322, was made by Innes Kasanof and seconded by Joseph Cetta.

FSW – Russo Residence – Tab 37

November 3, 2026

RESOLUTION NO. 6321
BOARD REVIEW OF FUTURE STORMWATER PROGRAM APPLICATION FOR RUSSO RESIDENCE
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
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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, The Russo Residence located in the Pine Island Subdivision has applied for funding of eligible project costs in the amount of Eight Thousand One Hundred Forty Dollars and Twenty-Eight Cents ($8,140.28) for design and construction of new stormwater controls related to the construction of a new residence in the Town of Gilboa; and

WHEREAS, the CWC share of stormwater funding is 50% of the eligible costs for this project because The Russo Residence 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 Eight Thousand One Hundred Forty Dollars and Twenty-Eight Cents ($8,140.28); 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 Eight Thousand One Hundred Forty Dollars and Twenty-Eight Cents ($8,140.28).

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.

Chris Russo – Pine Island Subdivision
Program: Future Stormwater
Address: 197 South Gilboa Road, Stamford NY
Engineer: Ed McCarthy
Contractor: Keith McLean
Tax Parcel ID: 189.-4-4.21

Project Description:
On March 12, 2019, DEP approved the Stormwater Pollution Prevention Plan (SWPPP) for Chris Russo located at 197 South Gilboa Road in the Town of Gilboa. The project is part of a larger common plan of development resulting in greater than 5-acres of land disturbance. A SWPPP addressing stormwater runoff was required to meet the Watershed Regulations. In addition, a SWPPP was required for coverage under the NYS DEC General Permit for Stormwater Discharges from Construction Activities.

The project consists of constructing a single-family residential home, garage and driveway. Stormwater controls to be constructed include two rain gardens. On August 14, 2026, Chris Russo applied to the CWC Future Stormwater program for costs of implementing a SWPPP. Engineering and construction costs with a CWC added a 15% contingency totaled Sixteen Thousand Two Hundred Eighty Dollars and Fifty-Five Cents ($16,280.55). The applicant has elected for 50% reimbursement of eligible costs or Eight Thousand One Hundred Forty Dollars and Twenty-Eight Cents ($8,140.28).

COST BREAKOUT

Design:	$ 2,000.00
Construction:	$12,157.00
Total:	$14,157.00
15% Contingency:	$2,123.55
TOTAL:	**$**16,280.55
50% Election	**$8,140.28**
PROGRAM ALLOCATION	
FSW Funding	$8,140.28
MOA-145 Funding	$0

The CWC recommends reimbursement of up to Eight Thousand One Hundred Forty Dollars and Twenty-Eight Cents ($8,140.28) to Chris Russo for 50% of the costs associated with implementing a SWPPP required by NYC Watershed Regulations and the NYS DEC General Permit.

Recommended Future Stormwater Funding not-to-exceed: $8,140.28

FSW – SUNN 1002 LLC – Tab 38

November 3, 2026

RESOLUTION NO. 6322
BOARD REVIEW OF
CWC FUTURE STORMWATER PROGRAM APPLICATION FOR
SUNN 1002 LLC STORMWATER CONTROLS

WHEREAS, Section 128(c)(i) of the 1997 New York City Watershed Memorandum of Agreement (MOA) 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, the CWC in consultation with New York City Department of Environmental Protection (NYCDEP) established the Future Stormwater Program (Program) that provides reimbursement or voucher for eligible stormwater projects; and

WHEREAS, the Future Stormwater Program Rules require that each application, with all documentation and staff recommendations shall be presented to the Board of Directors for approval of funding; and

WHEREAS, SUNN 1002 LLC, has applied to the CWC Future Stormwater Program for one-half of 50% reimbursement of eligible design and construction costs for stormwater controls for a new ground-mounted solar energy system in the amount of Four Hundred Seventy-Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents ($476,291.66) and

WHEREAS, the Future Stormwater/MOA 145 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 from CWC Future Stormwater Programs of eligible stormwater costs for an amount of Four Hundred Seventy-Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents ($476,291.66) and

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

NOW, THEREFORE, LET IT BE RESOLVED, that the CWC Board of Directors has reviewed the staff recommendation and supporting documentation and approves reimbursement from the Future Stormwater Program in the total not-to-exceed amount of Four Hundred Seventy-Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents ($476,291.66) for design and construction costs of stormwater controls for a ground-mounted solar energy system.

SUNN 1002 LLC
Program: FSW/MOA-145
Address: State Highway 28, Margaretville, NY 12406
Engineer: LaBella Associates
Tax Parcel ID: 285.-2-34.2

Project Description:
On June 12, 2026, NYC DEP approved the Stormwater Pollution Prevention Plan (SWPPP) for SUNN 1002 LLC located in Margaretville, NY. Review and approval of a SWPPP to meet Watershed Regulations was required by NYC DEP. In addition, an Individual State SPDES permit from NYS DEC was required.

The proposed project is the construction of a ground-mounted solar energy system involving approximately 26 acres of tree-clearing, as well as the installation of solar array tables, associated electrical equipment, an access road, and a stormwater management system.

Stormwater controls on the site include erosion and sediment controls, vegetated & rock lined swales, a large bioretention basin, two large infiltration basins, catch basins, and ~12,750 linear feet of 4'x3' level spreaders.

SUNN 1002 LLC applied for engineering & construction costs on August 14, 2026. Total engineering and construction costs with a 15% CWC added contingency totaled Two Million Seven Hundred Twenty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Four Cents. ($2,721,666.64). The applicant has elected for 35% reimbursement of all DEP and DEC stormwater costs and is also considered a small business; therefore, funding will be divided between the Future Stormwater Program and the MOA 145 or Four Hundred Seventy-Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents ($476,291.66) from each program.

COST BREAKOUT	
Design:	$111,975.94
Construction:	$2,254,690.70
Total:	**$2,366,666.64**
15% Contingency:	$355,000.00
TOTAL:	**$2,721,666.64**
35% Election	**$952,583.32**
PROGRAM ALLOCATION	
FSW Funding	$476,291.66
MOA-145 Funding	$476,291.66

The CWC recommends reimbursement of up to Four Hundred Seventy-Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents ($476,291.66) from both the Future Stormwater Program and the MOA-145 Program to SUNN 1002 LLC for the costs of implementing a SWPPP required by NYC Watershed Regulations and NYS Individual SPDES Permit.

Recommended Future Stormwater Funding Request not to exceed $476,291.66
Recommended MOA-145 Funding Request not to exceed $476,291.66

Voice Vote carried unanimously.

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A motion to approve Tab 39, Resolution No. 6323, was made by Innes Kasanof and seconded by Jim Ellis.

MOA 145 – SUNN 1002 LLC – Tab 39

November 3, 2026

RESOLUTION NO. 6323
BOARD REVIEW OF
CWC MOA 145 PROGRAM APPLICATION FOR
SUNN 1002 LLC STORMWATER CONTROLS

WHEREAS, Section 128(c)(i) of the 1997 New York City Watershed Memorandum of Agreement (MOA) 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 NYCDEP will fund 50% of the incremental costs of stormwater measures required solely by the Watershed Regulations for a small businesses as defined as resident in New York State, independently owned and operated, and employ one hundred (100) or less individuals; and

WHEREAS, by Resolution Number 3261, the CWC Board of Directors approved an agreement with NYCDEP for funding for CWC to enable CWC to administer the MOA 145 Stormwater Program for NYCDEP; and

WHEREAS, SUNN 1002 LLC has applied to the CWC MOA 145 Program for one-half of 50% reimbursement of eligible design and construction costs for stormwater controls for a new ground-mounted solar energy system in the amount of Four Hundred Seventy-Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents ($476,291.66)); and

WHEREAS, the Future Stormwater/MOA 145 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 from the MOA 145 Program of eligible stormwater costs for an amount not-to-exceed Four Hundred Seventy-Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents ($476,291.66) and

WHEREAS, the CWC Wastewater/Stormwater Committee recommends 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 staff recommendation and supporting documentation and approves reimbursement from the MOA 145 Program in the total not-to-exceed amount of Four Hundred Seventy-Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents ($476,291.66) for design and construction costs of stormwater controls for a ground-mounted solar energy system.

SUNN 1002 LLC
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Program: FSW/MOA-145
Address: State Highway 28, Margaretville, NY 12406
Engineer: LaBella Associates
Tax Parcel ID: 285.-2-34.2

Project Description:
On June 12, 2026, NYC DEP approved the Stormwater Pollution Prevention Plan (SWPPP) for SUNN 1002 LLC located in Margaretville, NY. Review and approval of a SWPPP to meet Watershed Regulations was required by NYC DEP. In addition, an Individual State SPDES permit from NYS DEC was required.

The proposed project is the construction of a ground-mounted solar energy system involving approximately 26 acres of tree-clearing, as well as the installation of solar array tables, associated electrical equipment, an access road, and a stormwater management system.

Stormwater controls on the site include erosion and sediment controls, vegetated & rock lined swales, a large bioretention basin, two large infiltration basins, catch basins, and ~12,750 linear feet of 4'x3' level spreaders.

SUNN 1002 LLC applied for engineering & construction costs on August 14, 2026. Total engineering and construction costs with a 15% CWC added contingency totaled Two Million Seven Hundred Twenty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Four Cents. ($2,721,666.64). The applicant has elected for 35% reimbursement of all DEP and DEC stormwater costs and is also considered a small business; therefore, funding will be divided between the Future Stormwater Program and the MOA 145 or Four Hundred Seventy-Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents ($476,291.66) from each program.

COST BREAKOUT	
Design:	$111,975.94
Construction:	$2,254,690.70
Total:	**$2,366,666.64**
15% Contingency:	$355,000.00
TOTAL:	**$2,721,666.64**
35% Election	**$952,583.32**
PROGRAM ALLOCATION	
FSW Funding	$476,291.66
MOA-145 Funding	$476,291.66

The CWC recommends reimbursement of up to Four Hundred Seventy-Six Thousand Two Hundred Ninety-One Dollars and Sixty-Six Cents ($476,291.66) from both the Future Stormwater Program and the MOA-145 Program to SUNN 1002 LLC for the costs of implementing a SWPPP required by NYC Watershed Regulations and NYS Individual SPDES Permit.

Recommended Future Stormwater Funding Request not to exceed $476,291.66
Recommended MOA-145 Funding Request not to exceed $476,291.66

Voice Vote carried unanimously.

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A motion to approve Tab 40, Resolution No. 6324, was made by Jim Ellis and seconded by John Kosier.
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FHMIP – Stream Debris Removal – Miranda Morrison – Tab 40

November 3, 2026

RESOLUTION NO. 6324
FLOOD HAZARD MITIGATION PROGRAM
MIRANDA MORRISON - STREAM DEBRIS REMOVAL

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

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, on May 6, 2014, by Resolution Number 2460, the CWC Board of Directors approved program rules for the CWC Flood Hazard Mitigation Program (the "Program Rules"); and

WHEREAS, consistent with the Program Rules, by Resolution 6249, the CWC Board of Director authorized CWC staff to accept for review applications for the removal of flood debris from streams and floodplains critical for the protection of infrastructure, health, and/or safety in the Towns of Ashland, Halcott, Hunter, Jewett, Lexington, Prattsville, Windham and Shandaken as a result of a large storm that occurred on July 28-30, 2026; and

WHEREAS, CWC staff received an application from Miranda Morrison for reimbursement of the costs to remove woody flood debris from the Stoney Clove Creek on her property for an amount not to exceed Nine Thousand Five Hundred Dollars ($9,500.00); and

WHEREAS, CWC Stormwater Committee recommends the CWC Board approve the application from Miranda Morrison for reimbursement of the costs to remove woody flood debris from the Stoney Clove Creek on her property for an amount not to exceed Nine Thousand Five Hundred Dollars ($9,500.00);

NOW, THEREFORE BE IT RESOLVED, that the CWC Board of Directors the CWC Board approves the application from Miranda Morrison for reimbursement of the costs to remove woody flood debris from the Stoney Clove Creek on her property for an amount not to exceed Nine Thousand Five Hundred Dollars ($9,500.00);

NOW, THEREFORE BE IT FURTHER RESOLVED, approval of FHMIP 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.

Flood Hazard Mitigation Implementation Program
Miranda Morrison

Property Owner: Miranda Morrison
Contact Person: Miranda Morrison
Address: 33-39 Grubman Rd, Chichester, NY 12416
Project Category: Stream Debris Removal
Project Description:

Miranda Morrison of 33-39 Grubman Rd, Chichester, NY is requesting funding in the amount of $9,500.00 for the removal of flood debris from the Stoney Clove Creek below her house. The debris accumulation is approximately 400 feet upstream of the Grubman Rd. Bridge and is also a threat to nearby Route 214. CWC staff have been on site with DEP, Ulster County soil and water as well as the Ashokan Stream Program. CWC staff recommends funding in the amount not to exceed $9,500.00 to Miranda Morrison for the removal of stream debris near her home on Grubman Rd.

Voice Vote carried unanimously.

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A motion to approve Tab 41, Resolution No. 6325, was made by Joseph Cetta and seconded by Innes Kasanof.

Finance – Operating/Program Budget for Fiscal Year 2027 – Tab 41

November 3, 2026

RESOLUTION NO. 6325
ADOPTION OF CATSKILL WATERSHED CORPORATION
OPERATING/PROGRAM BUDGET
FOR FISCAL YEAR 2027

WHEREAS, the Finance Committee has prepared a budget for Catskill Watershed Corporation (CWC) for the period commencing January 1, 2027, through December 31, 2027; and

WHEREAS, the Finance Committee recommends for adoption the proposed budget to the full Board of Directors; and

WHEREAS, the total budgeted appropriations have been allocated to the various programs, such as Operating, Septic Program V, etc., by category as indicated below; and

WHEREAS, the appropriations to the following budget categories may be transferred between the categories as indicated below without prior Board approval:
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Program Expenses, Occupancy Expenses, Advertising & Printing, Office Supplies, Communications, Grants & Reimbursements, Travel, Conferences & Seminars, Insurance, Repairs & Maintenance, Subscriptions & Publications, Professional Fees, Administration Allocation, Depreciation, Dues, Licenses, & Memberships, Miscellaneous Expense, Contingency, Loan/Fixed Assets.

NOW, THEREFORE BE IT RESOLVED that the CWC Board of Directors approves the 2027 fiscal year budget of Sixty-Nine Million Nine Hundred Twenty-Five Thousand Ninety-Eight Dollars ($69,925,098) presented.

NOW THEREFORE LET IT BE FURTHER RESOLVED that the CWC Board of Directors authorized the Executive Director, in accordance with all other CWC policies and procedures, to incur expenses up to the amount set forth in the attached budget.

NOW THEREFORE LET IT BE FURTHER RESOLVED that the CWC Board of Directors authorizes the Executive Director to reallocate funds between specific budgets and categories but may not exceed the total approved budget amount without prior Board approval.

Voice Vote carried unanimously.

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A motion to approve Tab 42, Resolution No. 6326, was made by Joseph Cetta and seconded by George Haynes Jr.

Finance – External Audit Firm – Tab 33

November 3, 2026

RESOLUTION NO. 6326
ADOPTION OF CATSKILL WATERSHED CORPORATION
TAX CONSULTING BUDGET
FOR FISCAL 2027

WHEREAS, the Finance Committee of the Catskill Watershed Corporation (CWC) has prepared a projected budget for CWC's Tax Consulting program expenditures from January 1, 2027, through December 31, 2027; and

WHEREAS, the Finance Committee recommends for adoption the projected Tax Consulting program budget of One Hundred Seventy-Eight Thousand Five Hundred Fifty-Two Dollars ($178,552.00) to the full Board of Directors.

NOW, THEREFORE BE IT RESOLVED that the CWC Board of Directors approves the 2027 projected Tax Consulting program budget as presented.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the CWC Board of Directors authorized the Executive Director, in accordance with all other CWC policies and procedures, to incur expenses up to the projected program budget amounts.

Voice Vote carried unanimously.

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A motion to approve Tab 43, Resolution No. 6327, was made by Innes Kasanof and seconded by John Kosier.

Policy – Master Investment Policy Revisions – Tab 43

November 3, 2026

RESOLUTION NO. 6327
MASTER FISCAL POLICY MANUAL - INVESTMENT POLICY REVISIONS

WHEREAS, Board, Personnel and Fiscal Policies and Procedures are necessary for the orderly conduct of the corporation and its business affairs; and

WHEREAS, the external auditors recommended in a management letter revising the investment policy to align the [investment] policy with the individual(s) currently performing the investment tasks; and

WHEREAS, the Finance Committee reviewed the revisions and recommended the investment policy be amended.

NOW, THEREFORE BE IT RESOLVED, that the Master Fiscal Policy Manual be amended to include the revised investment policy as provided in Attachment A.

Voice Vote carried unanimously.

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A motion to approve Tab 44, Resolution No. 6328, was made by John Kosier and seconded by Jim Ellis.

Policy – Master Procurement Policy Revisions – Tab 44

November 3, 2026

RESOLUTION NO. 6328
MASTER FISCAL POLICY MANUAL - PROCUREMENT POLICY REVISIONS

WHEREAS, Board, Personnel and Fiscal Policies and Procedures are necessary for the orderly conduct of the corporation and its business affairs; and

WHEREAS, the procurement policy was revised to include current General Municipal Law (GMU §103) thresholds and other policy modifications; and

WHEREAS, the Finance Committee reviewed the revisions and recommended the procurement policy be amended.

NOW, THEREFORE BE IT RESOLVED, that the Master Fiscal Policy Manual be amended to include the revised procurement policy as provided in Attachment A.

Voice Vote carried unanimously.

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A motion to waive Rule 14 was made by Tina Mole without objection to a Handout Resolution.

A motion to approve Handout Resolution No. 6332, was made by George Haynes Jr. and seconded by Jim Ellis.

Handout Resolution – Septic Maintenance Over $1,000 – Neil Powell

November 3, 2026

HANDOUT RESOLUTION NO. 6332

BOARD APPROVAL OF SEPTIC MAINTENANCE OVER $1,000: NEIL POWELL

WHEREAS, pursuant to the 2002 and subsequent Filtration Avoidance and the Septic Maintenance Contract with New York City Department of Environmental Protection, the Catskill Watershed Corporation ("CWC") shall act as program manager for the Septic Maintenance Program and implement the Program consistent with the terms of said contract; and

WHEREAS, pursuant to section 10:01:03 of the CWC Septic Maintenance Program Rules Article 10, if the total amount requested for reimbursement is more than One Thousand Dollars ($1,000.00), CWC staff shall forward the request with recommendation to the CWC Board for approval; and

WHEREAS, CWC staff has reviewed three reimbursement requests from the property owner in the amount of One Thousand Four Hundred Seventy-Five Dollars ($1,475.00); and

WHEREAS, the maintenance reimbursement request is more than One Thousand Dollars ($1,000.00); and

WHEREAS, the CWC staff have determined the eligible amount of One Thousand Four Hundred Seventy-Five Dollars ($1,475.00) to be a reasonable cost for this maintenance; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving the reimbursements of One Thousand Four Hundred Seventy-Five Dollars ($1,475.00).

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system maintenance for reimbursement to be the total not-to-exceed amount of One Thousand Four Hundred Seventy-Five Dollars ($1,475.00).

Septic Maintenance Over $1,000.00:
Neil Powell
Address: 336 County Highway 5, Bovina NY 13740
Town: Bovina
Contractor: Area Septic
Address: 18880 NY- 28, Delhi NY 13753

Mr. Powell has submitted receipts for the following costs to pump out three septic tanks. The pump outs were completed on the same day and are all located on one property. The first house required the tank to be uncovered, pump out and one riser. Fifty percent of eligible costs was $625.00. House two required a pump out and a riser, totaling $425.00 for fifty percent of the eligible costs. House three required a pump out and a riser, totaling $425.00 for fifty percent of the eligible costs. CWC Septic Maintenance Program Rules provide for 50% reimbursement, in this case $1,475.00. The Program Rules require Septic Committee and Board of Directors approval for Septic Maintenance Program funding requests over $1,000.00. CWC Septic Committee recommends the CWC Board of Directors approve the reimbursement request.

Voice Vote carried unanimously.

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Executive Session A motion to enter executive session, at 12:24 PM, was made by Richard Parete and seconded by Jim Ellis to discuss financial matters.

The Board re-entered regular session at 12:34 PM
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A motion to approve Tab 46, Resolution No. 6330, was made by Richard Parete and seconded by Jim Ellis.

CFF – Business Loan – High Falls Partners LLC - Rock Cliff House – Tab 46

November 3, 2026

RESOLUTION NO. 6330

APPROVAL OF HIGH FALLS PARTNERS LLC - ROCK CLIFF HOUSE

BUSINESS LOAN

WHEREAS, the Catskill Watershed Corporation (CWC) established the REDI Fund Loan Program for the purpose of providing low interest loans to qualified economic development projects in the West of Hudson Watershed to be administered by the CWC in accordance with the Catskill Fund for the Future (CFF) Program Rules; and

WHEREAS, High Falls Partners LLC -Rock Cliff House has applied for a Eight Hundred Thirty-Five Thousand Dollars ($835,000.00) loan for a term of twenty (20) years, at a rate of Four and five tenths percent (4.50%), adjustable every five years to the CWC rate in effect at that time, such that the outstanding principal is fully paid on the two hundred and fortieth (240^{th}) payment date, for Renovation of 444 Main Street, Franklin, NY, and soft costs; and

WHEREAS, pursuant to the CFF Program rules the CWC Staff has reviewed a completed CWC Loan application for High Falls Partners LLC -Rock Cliff House; and

WHEREAS, pursuant to the CFF Program rules the CWC Loan Committee has reviewed an underwriting report for High Falls Partners LLC -Rock Cliff House; and

WHEREAS, the CWC Loan Committee has recommended approval of the CWC Loan application from High Falls Partners LLC -Rock Cliff House; and

WHEREAS, the CWC staff has reviewed and processed this application, and submitted a loan application report to the Board of Directors, attached hereto; and

WHEREAS, the Executive Director, pursuant to the CFF Program rules, has evaluated and determined that this loan meets the criteria for a qualified economic development project, said recommendation is attached hereto and made a part hereof; and

WHEREAS, pursuant to the CFF Program Contract a condition of CFF loans (and grants) is that the recipient shall comply with all applicable provisions of the New York City Watershed regulations, as well as other applicable laws, rules and regulations; and

WHEREAS, prior to closing on this loan, all applicable approvals will have been received by the applicant; and

WHEREAS, pursuant to the CFF Program rules only the CWC Board of Directors may make an award from the CFF to an applicant.

NOW, THEREFORE BE IT RESOLVED, the CWC Board determines High Falls Partners LLC -Rock Cliff House's application meets the CWC CFF qualified economic development criteria and approves of the loan application in the amount of Eight Hundred Thirty-Five Thousand Dollars ($835,000.00) for a term of twenty

(20) years, at a rate of four and five tenths percent (4.50%), adjustable every five years to the CWC rate in effect at that time, such that the outstanding principal is fully paid on the two hundred and fortieth (240^{th}) payment date.

NOW, THEREFORE BE IT FURTHER RESOLVED, the CWC staff is authorized and directed to issue a commitment letter informing the borrower of its intention to issue the loan subject to compliance with all applicable provisions of the New York City Watershed regulations as well as other applicable laws, rules and regulations, completion of the necessary documents, the right of objection and staff is directed to develop the loan agreement, promissory notes and other documentation necessary to effectuate this loan in a form agreed upon by CWC.

NOW, THEREFORE BE IT FURTHER RESOLVED, that upon said approval of loan documentation CWC is authorized to close on said loan and disburse proceeds thereof in accordance with the loan documents.

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

QEDP Evaluation and CWC Staff Recommendation
Purpose: To review the CWC Loan Application of High Falls Partners LLC -Rock Cliff House

The Executive Director of the CWC makes the following evaluation concerning a REDI Fund Loan to High Falls Partners LLC -Rock Cliff House located in the Town of Marbletown, NY. Evaluation is based on the Evaluation Criteria established in the Catskill Fund for the Future Program Rules, approved on August 22, 2001 by the CWC Board of Directors.

1. Based on due inquiry to the NYSDEC, the NYCDEP and to the best of CWC's knowledge, the property at 1203 Route 213, High Falls, NY, owned by High Falls Partners LLC -Rock Cliff House will use the proceeds of this loan to be brought in compliance with all applicable environmental statutes and regulations.
2. Based on due inquiry to the NYSDEC, the NYCDEP and to the best of CWC's knowledge, the property at 1203 Route 213, High Falls, NY, owned by High Falls Partners LLC -Rock Cliff House is currently subject to enforcement actions by a regulatory agency.
3. (a) To the best of CWC's knowledge, the project is consistent with historic land use patterns, available infrastructure and sensitivity to the need for water quality protection.
    - (i) High Falls Partners LLC -Rock Cliff House located at 41203 Route 213, High Falls NY, will operate as an Inn, restaurant and bar.
    - (ii) The project is located in the Town of Marbletown.
    - (iii) The project will utilize a Septic System.
    - (iv) The project appears to present no threat to water quality.
    - (v) The project appears to generate no materials with the potential to degrade water quality that are not pretreated prior to release.
    - (vi) Based on NYCDEP the project is not in the 60 day travel time.
    - (vii) There is no impact on Federal or State wetlands.

    (b) The project maintains the character of the Town of Marbletown
    - (i) The project is consistent with current zoning.
    - (ii) The project is compatible with surrounding land uses.
    - (iii) The project will not generate excessive traffic.
    - (iv) The project as described is of such magnitude that it does not appear likely to promote secondary growth and therefore requires no additional review of land use plans or infrastructure.

4. The project is consistent with the West of Hudson Economic Development Study, which has been completed.
5. Not applicable.

Voice Vote carried unanimously.

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A motion to approve Tab 47, Resolution No. 6331, was made by John Kosier and seconded by Innes Kasanof.

CFF – Full-Time Small Business Development Center Counselor – Tab 47

November 3, 2026

RESOLUTION NO. 6331
AUTHORIZATION FOR CWC TO PROVIDE PARTIAL FUNDING FOR A FULL-TIME SMALL BUSINESS DEVELOPMENT CENTER COUNSELOR

WHEREAS, the Catskill Watershed Corporation ("CWC") is a not-for-profit corporation whose purpose as described in its Certificate of Incorporation is, in part, the public purpose of "relieving and reducing adult unemployment, promoting and providing for additional and maximum adult employment, bettering and maintaining adult job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs"; and

WHEREAS, the 1997 Watershed Memorandum of Agreement ("MOA") recognized that "the goals of drinking water protection and economic vitality within the watershed communities are not inconsistent"; and

WHEREAS, a need for business plan development, management consultation, business training seminars, workshops; conferences and targeted research in support of small business concerns is an identified need within the West of Hudson Watershed ("WOH"); and

WHEREAS, the Small Business Development Center (SBDC) is a network of host institutions which contributes to stability and economic growth by providing management consultation; business training seminars; workshops; conferences and targeted research in support of small business concerns; and

WHEREAS, pursuant to Resolution Number 278, on July 27, 1999, the CWC Board of Directors approved the authorization for CWC to act as an Outreach Center of the Mid- Hudson Regional SBDC Program; and

WHEREAS, pursuant to Resolution Number 468, on November 27, 2001, the CWC Board of Directors approved matching funding for a full-time counselor in the amount of Thirty-Two Thousand Dollars ($32,000.00); and

WHEREAS, pursuant to Resolution Number 592, 753, the CWC Board of Directors approved matching funding for a full-time counselor in the amount of Thirty-Five Thousand Dollars ($35,000.00); and

WHEREAS, pursuant to Resolution Number 1284 CWC Board of Directors approve a one-year in-kind lease to provide office space for the SBDC Outreach Center; and

WHEREAS, thereafter on an annual basis and pursuant to Resolution Numbers 903, 1064, 1214, 1487, 1697, 1890, 2026, 2226, 2452, 2625, 2817 and 2963 the CWC Board of Directors approved matching funding for a full-time counselor in the amount of Forty Thousand Dollars ($40,000.00); and
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WHEREAS, thereafter on an annual basis and pursuant to Resolution Numbers 3189, 3441, 3692, 3932, 4323, 4629, 5077 and 5500, the CWC Board of Directors approved matching funding for a full-time counselor in the amount of Forty-Five Thousand Dollars ($45,000.00); and

WHEREAS, thereafter on an annual basis and pursuant to Resolution Numbers 5904 CWC Board of Directors approved matching funding for a full-time counselor in the amount of Fifty Thousand Dollars ($50,000.00)

WHEREAS, the Economic Development Committee recommends that CWC enter into a one-year contract with Ulster County Community College to provide Fifty Thousand Dollars ($50,000.00) in matching funds for 2027 so that the Mid-Hudson Small Business Development Center provides counselors to service the West of Hudson Watershed.

NOW, THEREFORE BE IT RESOLVED, the CWC Board authorizes the President and/or the Executive Director to execute a contract for Fifty Thousand Dollars ($50,000.00) with Ulster County Community College to partially fund the personnel costs of counselors whose territory includes the WHO and provide an in-kind lease for one year to provide office space for the SBDC Outreach Center.

NOW, THEREFORE BE IT FURTHER RESOLVED, approval of this resolution by the Board constitutes a preliminary decision under the MOA. The decision will become final without any further action by the Board unless an objection is timely filed with the Watershed Protection and Partnership Council.

Voice Vote carried unanimously.

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VIII. Announcements from the Chair
IX. Board Member Discussion – Next Meeting December 1, 2026
X. Adjourned 12:36 PM
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Catskill Watershed Corporation
Statement of Financial Position - * CM BS By Fund
As of 9/30/2026

	Current Year
Assets	
Current Assets:	
Cash - Checking	141,017,963.89
Cash - Savings Accounts	13,661,803.06
Cash - Certificates of Deposit	0.00
Cash - Money Markets	224,099.09
Cash - Restricted	8,944,093.18
Short-Term Investments	4,967,240.80
Grants Receivable	19,011.50
Accounts Receivable	0.00
Accrued Interest Receivable	247,406.05
Loans Receivable - net	1,806,438.67
Due From Other Funds	0.00
Prepaid Expenses & Other Assets	260,787.54
Total Current Assets:	171,148,843.78
Capital Assets:	
Capital Assets - Cost	20,720,642.93
Accum Depreciation/Amortization	(4,100,725.13)
Total Capital Assets:	16,619,917.80
Non-Current Assets:	
Long-Term Investments	4,636,841.45
Lease Recievble - net	41,193.74
Loans Receivable - net	27,319,428.13
Real Estate Investments - net	0.00
Total Non-Current Assets:	31,997,463.32
Total Assets	219,766,224.90
Liabilities & Net Assets	
Current Liabilities:	
Accounts Payable	3,353,812.90
Withholding Payables	2,869.90
Accrued Liabilities	313,467.28
Lease Liabilities	0.00
Deferred Grant Revenue	199,555,282.56
Deferred Interest Income	48,622.67
Total Current Liabilities:	203,274,055.31
Net Assets:	
Unrestricted	16,492,169.59
Total Net Assets:	16,492,169.59
Total Liabilities & Net Assets	219,766,224.90

Catskill Watershed Corporation
Statement of Financial Position - * Statements of Net Position By Program
As of 9/30/2026

	Operating	Grant Fund	Septic III	Septic V	Septic Maintenance II	Stream Corridor Program	Flood Hazard II	CWMP III	Total
Assets									
Current Assets:									
Cash - Checking	1,202,927.28	0.00	2,104,851.26	28,493,144.24	488,095.09	300,646.87	9,711,861.34	895,792.64	43,197,318.72
Cash - Certificates of Deposit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash - Money Markets	2,506.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,506.24
Cash - Restricted	0.00	0.00	0.00	0.00	0.00	1,323,250.22	0.00	1,120,842.96	2,444,093.18
Short-Term Investments	47,685.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47,685.60
Grants Receivable	0.00	19,011.50	0.00	0.00	0.00	0.00	0.00	0.00	19,011.50
Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accrued Interest Receivable	63.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63.00
Due From Other Funds	72,053.44	(19,011.50)	0.00	(20,309.81)	(4,254.85)	0.00	(7,004.41)	(70.91)	21,401.96
Prepaid Expenses & Other Assets	255,960.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	255,960.65
Total Current Assets:	1,581,196.21	0.00	2,104,851.26	28,472,834.43	483,840.24	1,623,897.09	9,704,856.93	2,016,564.69	45,988,040.85
Capital Assets:									
Capital Assets - Cost	20,585,810.39	0.00	5,697.16	27,758.25	0.00	0.00	0.00	0.00	20,619,265.80
Accum Depreciation/Amortization	(3,965,892.59)	0.00	(5,697.16)	(27,758.25)	0.00	0.00	0.00	0.00	(3,999,348.00)
Total Capital Assets:	16,619,917.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,619,917.80
Non-Current Assets:									
Long-Term Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Non-Current Assets:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Assets	18,201,114.01	0.00	2,104,851.26	28,472,834.43	483,840.24	1,623,897.09	9,704,856.93	2,016,564.69	62,607,958.65
Liabilities & Net Assets									
Current Liabilities:									
Accounts Payable	10,478.47	0.00	0.00	803,009.73	17,117.30	0.00	8,101.70	0.00	838,707.20
Withholding Payables	2,869.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,869.90
Accrued Liabilities	263,467.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	263,467.28
Lease Liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deferred Grant Revenue	17,924,298.36	0.00	2,000,000.00	27,669,824.70	466,722.94	1,458,622.74	9,696,755.23	1,986,220.14	61,202,444.11
Total Current Liabilities:	18,201,114.01	0.00	2,000,000.00	28,472,834.43	483,840.24	1,458,622.74	9,704,856.93	1,986,220.14	62,307,488.49
Net Assets:									
Unrestricted	0.00	0.00	104,851.26	0.00	0.00	165,274.35	0.00	30,344.55	300,470.16
Total Net Assets:	0.00	0.00	104,851.26	0.00	0.00	165,274.35	0.00	30,344.55	300,470.16
Total Liabilities & Net Assets	18,201,114.01	0.00	2,104,851.26	28,472,834.43	483,840.24	1,623,897.09	9,704,856.93	2,016,564.69	62,607,958.65

Catskill Watershed Corporation
Statement of Financial Position - * Statements of Net Position By Program
As of 9/30/2026

	CWMP - Shokan	Public Education II - Renewal	Public Education III	Stormwater Technical Assist Pr	Stormwater Retrofit III	Tax Consulting Fund	Tax Litigation Avoidance Prgm	WOH Future Stormwater Controls	Total
Assets									
Current Assets:									
Cash - Checking	74,316,923.97	18.89	956,515.51	24,319.51	5,144,353.47	403,149.11	407,807.70	977,786.59	82,230,874.75
Cash - Savings Accounts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,032,997.79	5,032,997.79
Cash - Certificates of Deposit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash - Money Markets	0.00	0.00	0.00	0.00	0.00	8,620.08	0.00	198,247.81	206,867.89
Cash - Restricted	0.00	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	0.00	231,473.85	0.00	944,403.60	1,175,877.45
Grants 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	305.81	0.00	21,380.54	21,686.35
Due From Other Funds	(4,792.94)	0.00	(2,869.18)	0.00	(699.44)	0.00	0.00	(2,237.13)	(10,598.69)
Prepaid Expenses & Other Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Current Assets:	74,312,131.03	18.89	953,646.33	24,319.51	5,143,654.03	643,548.85	407,807.70	7,172,579.20	88,657,705.54
Capital Assets:									
Capital Assets - Cost	0.00	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	0.00	(37,571.45)	0.00	0.00	(971.47)	(38,542.92)
Total Capital Assets:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non-Current Assets:									
Long-Term Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,733,732.10	1,733,732.10
Total Non-Current Assets:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,733,732.10	1,733,732.10
Total Assets	74,312,131.03	18.89	953,646.33	24,319.51	5,143,654.03	643,548.85	407,807.70	8,906,311.30	90,391,437.64
Liabilities & Net Assets									
Current Liabilities:									
Accounts Payable	2,272,525.78	0.00	0.00	0.00	2,850.00	0.00	0.00	7,271.94	2,282,647.72
Accrued Liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deferred Grant Revenue	72,039,605.25	0.00	953,646.33	24,319.51	5,031,122.39	554,338.35	377,076.82	2,806,691.51	81,786,800.16
Total Current Liabilities:	74,312,131.03	0.00	953,646.33	24,319.51	5,033,972.39	554,338.35	377,076.82	2,813,963.45	84,069,447.88
Net Assets:									
Unrestricted	0.00	18.89	0.00	0.00	109,681.64	89,210.50	30,730.88	6,092,347.85	6,321,989.76
Total Net Assets:	0.00	18.89	0.00	0.00	109,681.64	89,210.50	30,730.88	6,092,347.85	6,321,989.76
Total Liabilities & Net Assets	74,312,131.03	18.89	953,646.33	24,319.51	5,143,654.03	643,548.85	407,807.70	8,906,311.30	90,391,437.64

Catskill Watershed Corporation
Statement of Financial Position - * Statements of Net Position By Program
As of 9/30/2026

	Future SW-MOA145	Catskill Fund for the Future	Total
Assets			
Current Assets:			
Cash - Checking	2,501,980.35	13,087,790.07	15,589,770.42
Cash - Savings Accounts	0.00	8,628,805.27	8,628,805.27
Cash - Certificates of Deposit	0.00	0.00	0.00
Cash - Money Markets	0.00	14,724.96	14,724.96
Cash - Restricted	0.00	6,500,000.00	6,500,000.00
Short-Term Investments	0.00	3,743,677.75	3,743,677.75
Grants Receivable	0.00	0.00	0.00
Accrued Interest Receivable	0.00	225,656.70	225,656.70
Loans Receivable - net	0.00	1,806,438.67	1,806,438.67
Due From Other Funds	(1,632.89)	(9,170.38)	(10,803.27)
Prepaid Expenses & Other Assets	0.00	4,826.89	4,826.89
Total Current Assets:	2,500,347.46	34,002,749.93	36,503,097.39
Capital Assets:			
Capital Assets - Cost	0.00	62,834.21	62,834.21
Accum Depreciation/Amortization	0.00	(62,834.21)	(62,834.21)
Total Capital Assets:	0.00	0.00	0.00
Non-Current Assets:			
Long-Term Investments	0.00	2,903,109.35	2,903,109.35
Lease Recievble - net	0.00	41,193.74	41,193.74
Loans Receivable - net	0.00	27,319,428.13	27,319,428.13
Real Estate Investments - net	0.00	0.00	0.00
Total Non-Current Assets:	0.00	30,263,731.22	30,263,731.22
Total Assets	2,500,347.46	64,266,481.15	66,766,828.61
Liabilities & Net Assets			
Current Liabilities:			
Accounts Payable	9,084.73	223,373.25	232,457.98
Accrued Liabilities	0.00	50,000.00	50,000.00
Deferred Grant Revenue	2,491,262.73	54,074,775.56	56,566,038.29
Deferred Interest Income	0.00	48,622.67	48,622.67
Total Current Liabilities:	2,500,347.46	54,396,771.48	56,897,118.94
Net Assets:			
Unrestricted	0.00	9,869,709.67	9,869,709.67
Total Net Assets:	0.00	9,869,709.67	9,869,709.67
Total Liabilities & Net Assets	2,500,347.46	64,266,481.15	66,766,828.61

Catskill Watershed Corporation
Statement of Revenues and Expenditures
From 9/1/2026 Through 9/30/2026

	Current Period Actual	Current Year Actual
SUPPORT & REVENUES		
Contract Income	4,221,035.47	17,953,727.11
Interest & Other Income	419,033.68	4,280,620.38
Total SUPPORT & REVENUES	4,640,069.15	22,234,347.49
EXPENSES		
Salary	183,148.55	1,589,077.13
Fringe Benefits	77,472.00	691,053.60
Program Expenses	3,882,783.35	19,572,317.26
Occupancy & Interest Exp	33,286.42	313,118.53
Advertising & Promotion	2,082.82	(169.24)
Office Supplies	993.73	14,554.84
Communications	3,414.51	23,733.18
Grants	219,973.58	210,525.00
Travel	2,741.46	21,674.69
Conferences & Seminars	435.00	4,396.00
Insurance	10,560.80	88,370.11
Repair & Maintenance	2,179.08	25,713.24
Subscriptions & Publications	291.14	4,224.25
Professional Fees	21,429.75	192,078.71
Depreciation & Amortization	51,130.48	458,205.16
Dues, Licenses & Memberships	0.00	140.00
Miscellaneous Expense	54.95	294.55
Total EXPENSES	4,491,977.62	23,209,307.01
Excess Rev/Exp	148,091.53	(974,959.52)

Catskill Watershed Corporation
Statement of Revenues and Expenditures
From 9/1/2026 Through 9/30/2026

	Operating	Septic III	Septic V	Septic Maintenance II	Stream Corridor Program	Flood Hazard II	CWMP III	Total
SUPPORT & REVENUES								
Contract Income	228,238.25	0.00	1,388,557.06	46,911.91	0.00	51,307.90	0.00	1,715,015.12
Interest & Other Income	2,196.07	3,423.14	54,688.23	824.15	2,640.96	15,870.01	3,279.81	82,922.37
Total SUPPORT & REVENUES	230,434.32	3,423.14	1,443,245.29	47,736.06	2,640.96	67,177.91	3,279.81	1,797,937.49
EXPENSES								
Salary	111,573.22	0.00	23,892.12	4,738.04	0.00	10,550.44	174.99	150,928.81
Fringe Benefits	46,497.90	0.00	10,400.68	2,122.09	0.00	2,737.40	98.15	61,856.22
Program Expenses	0.00	0.00	1,388,642.68	36,621.08	0.00	46,595.65	0.00	1,471,859.41
Occupancy & Interest Exp	33,286.42	0.00	0.00	0.00	0.00	0.00	0.00	33,286.42
Advertising & Promotion	1,792.81	0.00	0.00	0.00	0.00	290.01	0.00	2,082.82
Office Supplies	1,838.16	0.00	0.00	0.00	0.00	0.00	0.00	1,838.16
Communications	3,316.77	0.00	44.19	7.80	0.00	10.00	0.00	3,378.76
Travel	1,824.83	0.00	0.00	0.00	0.00	0.00	0.00	1,824.83
Conferences & Seminars	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00
Insurance	10,560.80	0.00	0.00	0.00	0.00	0.00	0.00	10,560.80
Repair & Maintenance	1,561.79	0.00	0.00	0.00	0.00	0.00	0.00	1,561.79
Subscriptions & Publications	279.14	0.00	0.00	0.00	0.00	0.00	0.00	279.14
Professional Fees	19,286.25	0.00	0.00	0.00	0.00	0.00	0.00	19,286.25
Administrative Expenses	(52,944.20)	0.00	20,265.62	4,247.05	0.00	6,994.41	70.91	(21,366.21)
Depreciation & Amortization	51,130.48	0.00	0.00	0.00	0.00	0.00	0.00	51,130.48
Dues, Licenses & Memberships	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Expense	29.95	0.00	0.00	0.00	0.00	0.00	0.00	29.95
Total EXPENSES	230,434.32	0.00	1,443,245.29	47,736.06	0.00	67,177.91	344.05	1,788,937.63
Excess Rev/Exp	0.00	3,423.14	0.00	0.00	2,640.96	0.00	2,935.76	8,999.86

Catskill Watershed Corporation
Statement of Revenues and Expenditures
From 9/1/2026 Through 9/30/2026

	CWMP - Shokan	Public Education II - Renewal	Public Education III	Stormwater Technical Assist Pr	Stormwater Retrofit III	Tax Consulting Fund	Tax Litigation Avoidance Prgm	WOH Future Stormwater Controls	Total
SUPPORT & REVENUES									
Contract Income	2,127,738.91	0.00	225,986.69	571.91	0.00	0.00	0.00	125,441.99	2,479,739.50
Interest & Other Income	161,323.49	0.02	1,745.68	40.08	8,373.64	1,294.78	663.22	8,147.64	181,588.55
Total SUPPORT & REVENUES	2,289,062.40	0.02	227,732.37	611.99	8,373.64	1,294.78	663.22	133,589.63	2,661,328.05
EXPENSES									
Salary	8,512.59	0.00	3,067.04	433.79	904.53	0.00	0.00	2,497.22	15,415.17
Fringe Benefits	3,123.89	0.00	1,806.16	178.20	371.57	0.00	0.00	1,039.01	6,518.83
Program Expenses	2,272,525.78	0.00	0.00	0.00	2,850.00	0.00	0.00	109,390.30	2,384,766.08
Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(844.43)	(844.43)
Communications	0.00	0.00	3.14	0.00	0.00	0.00	0.00	3.14	6.28
Grants	0.00	(16.41)	219,989.99	0.00	0.00	0.00	0.00	0.00	219,973.58
Travel	72.20	0.00	0.00	0.00	0.00	0.00	0.00	844.43	916.63
Conferences & Seminars	35.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00
Administrative Expenses	4,792.94	0.00	2,866.04	0.00	699.44	0.00	0.00	2,233.99	10,592.41
Dues, Licenses & Memberships	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00
Total EXPENSES	2,289,062.40	(16.41)	227,732.37	611.99	4,825.54	0.00	0.00	115,188.66	2,637,404.55
Excess Rev/Exp	0.00	16.43	0.00	0.00	3,548.10	1,294.78	663.22	18,400.97	23,923.50

Catskill Watershed Corporation
Statement of Revenues and Expenditures
From 9/1/2026 Through 9/30/2026

	Future SW-MOA145	Catskill Fund for the Future	Total
SUPPORT & REVENUES			
Contract Income	26,280.85	0.00	26,280.85
Interest & Other Income	4,085.72	150,437.04	154,522.76
Total SUPPORT & REVENUES	30,366.57	150,437.04	180,803.61
EXPENSES			
Salary	2,350.59	14,453.98	16,804.57
Fringe Benefits	874.08	8,222.87	9,096.95
Program Expenses	25,509.01	648.85	26,157.86
Advertising & Promotion	0.00	0.00	0.00
Communications	11.02	18.45	29.47
Repair & Maintenance	0.00	617.29	617.29
Subscriptions & Publications	0.00	12.00	12.00
Professional Fees	0.00	2,143.50	2,143.50
Administrative Expenses	1,621.87	9,151.93	10,773.80
Dues, Licenses & Memberships	0.00	0.00	0.00
Total EXPENSES	30,366.57	35,268.87	65,635.44
Excess Rev/Exp	0.00	115,168.17	115,168.17

Catskill Watershed Corporation
Statement of Revenues and Expenditures
From 1/1/2026 Through 9/30/2026

	Operating	Grant Fund	Septic III	Septic V	Septic Maintenance II	Stream Corridor Program	Flood Hazard II	CWMP III	Total
SUPPORT & REVENUES									
Contract Income	1,816,843.66	0.00	0.00	7,947,538.94	283,506.95	0.00	584,448.63	0.00	10,632,338.18
Interest & Other Income	9,751.01	39,701.15	30,945.89	510,738.53	11,375.68	23,875.40	147,747.79	36,775.52	810,910.97
Total SUPPORT & REVENUES	1,826,594.67	39,701.15	30,945.89	8,458,277.47	294,882.63	23,875.40	732,196.42	36,775.52	11,443,249.15
EXPENSES									
Salary	855,776.24	39,701.15	0.00	233,178.46	36,728.31	57.50	96,270.53	3,155.84	1,264,868.03
Fringe Benefits	391,165.33	0.00	0.00	107,674.21	12,436.11	22.63	25,824.22	1,157.49	538,279.99
Program Expenses	443.03	0.00	0.00	7,910,742.12	211,589.38	0.00	544,143.87	0.00	8,666,918.40
Occupancy & Interest Exp	313,118.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	313,118.53
Advertising & Promotion	(858.53)	0.00	0.00	0.00	0.00	0.00	290.01	0.00	(568.52)
Office Supplies	14,400.29	0.00	0.00	154.55	0.00	0.00	0.00	0.00	14,554.84
Communications	20,621.29	0.00	0.00	339.26	425.90	0.00	79.71	4.17	21,470.33
Travel	20,436.55	0.00	0.00	133.31	0.00	0.00	19.58	0.00	20,589.44
Conferences & Seminars	3,725.00	0.00	0.00	0.00	0.00	0.00	636.00	0.00	4,361.00
Insurance	88,370.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88,370.11
Repair & Maintenance	19,695.31	0.00	0.00	47.32	0.00	0.00	0.00	0.00	19,742.63
Subscriptions & Publications	4,128.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,128.25
Professional Fees	147,927.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147,927.42
Administrative Expenses	(510,828.86)	0.00	0.00	206,008.24	33,702.93	34.12	64,892.50	2,113.47	(204,077.60)
Depreciation & Amortization	458,205.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	458,205.16
Dues, Licenses & Memberships	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	40.00
Miscellaneous Expense	269.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	269.55
Total EXPENSES	1,826,594.67	39,701.15	0.00	8,458,277.47	294,882.63	114.25	732,196.42	6,430.97	11,358,197.56
Excess Rev/Exp	0.00	0.00	30,945.89	0.00	0.00	23,761.15	0.00	30,344.55	85,051.59

Catskill Watershed Corporation
Statement of Revenues and Expenditures
From 1/1/2026 Through 9/30/2026

	CWMP - Shokan	Public Education II - Renewal	Public Education III	Stormwater Technical Assist Pr	Stormwater Retrofit III	Tax Consulting Fund	Tax Litigation Avoidance Prgm	WOH Future Stormwater Controls	Total
SUPPORT & REVENUES									
Contract Income	5,256,863.84	(9,770.21)	259,819.33	9,718.99	0.00	0.00	0.00	1,126,030.69	6,642,662.64
Interest & Other Income	1,536,662.17	324.11	11,533.64	167.16	76,066.74	11,113.82	6,001.71	176,522.99	1,818,392.34
Total SUPPORT & REVENUES	6,793,526.01	(9,446.10)	271,352.97	9,886.15	76,066.74	11,113.82	6,001.71	1,302,553.68	8,461,054.98
EXPENSES									
Salary	78,519.63	0.00	22,234.81	6,885.69	8,178.91	288.22	390.98	30,862.28	147,360.52
Fringe Benefits	29,635.37	0.00	13,828.87	3,000.46	3,580.22	112.47	219.31	12,622.59	62,999.29
Program Expenses	9,106,799.01	0.00	0.00	0.00	35,393.89	0.00	0.00	1,040,908.60	10,183,101.50
Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Communications	0.00	0.00	236.81	0.00	0.00	0.00	2.17	62.06	301.04
Grants	0.00	(9,464.99)	219,989.99	0.00	0.00	0.00	0.00	0.00	210,525.00
Travel	204.88	0.00	0.00	0.00	0.00	0.00	0.00	880.37	1,085.25
Conferences & Seminars	35.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00
Administrative Expenses	39,224.21	0.00	15,062.49	0.00	6,912.34	94.94	194.25	25,927.00	87,415.23
Dues, Licenses & Memberships	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	40.00
Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00
Total EXPENSES	9,254,418.10	(9,464.99)	271,352.97	9,886.15	54,065.36	495.63	806.71	1,111,327.90	10,692,887.83
Excess Rev/Exp	(2,460,892.09)	18.89	0.00	0.00	22,001.38	10,618.19	5,195.00	191,225.78	(2,231,832.85)

Catskill Watershed Corporation
Statement of Revenues and Expenditures
From 1/1/2026 Through 9/30/2026

	Future SW-MOA145	Economic Vitality	Catskill Fund for the Future	Total
SUPPORT & REVENUES				
Contract Income	653,950.58	24,775.71	0.00	678,726.29
Interest & Other Income	32,661.64	1,124.53	1,617,530.90	1,651,317.07
Total SUPPORT & REVENUES	686,612.22	25,900.24	1,617,530.90	2,330,043.36
EXPENSES				
Salary	26,187.81	0.00	150,660.77	176,848.58
Fringe Benefits	10,369.08	0.00	79,405.24	89,774.32
Program Expenses	632,241.57	25,900.24	64,155.55	722,297.36
Advertising & Promotion	0.00	0.00	399.28	399.28
Communications	39.76	0.00	1,922.05	1,961.81
Repair & Maintenance	0.00	0.00	5,970.61	5,970.61
Subscriptions & Publications	0.00	0.00	96.00	96.00
Professional Fees	0.00	0.00	44,151.29	44,151.29
Administrative Expenses	17,774.00	0.00	98,888.37	116,662.37
Dues, Licenses & Memberships	0.00	0.00	60.00	60.00
Total EXPENSES	686,612.22	25,900.24	445,709.16	1,158,221.62
Excess Rev/Exp	0.00	0.00	1,171,821.74	1,171,821.74

Catskill Watershed Corporation
Board of Directors Fees
As of September 2026

Board Members Name	September	Year to Date
Alicia Terry	$ 450.00	$ 5,550.00
Allen Hinkley	-	3,150.00
Arthur Merrill	-	2,850.00
Christopher Mathews	300.00	3,300.00
George Haynes Jr.	300.00	2,850.00
Innes Kasanof	600.00	5,250.00
James Ellis	750.00	1,350.00
James Sofranko	450.00	3,450.00
Jeffrey Senterman	450.00	3,600.00
John Kosier	600.00	6,000.00
Joseph Cetta	600.00	4,800.00
Richard Parete	600.00	6,000.00
Thomas Hoyt	300.00	1,950.00
Total Board Fees Paid	$ 5,400.00	$ 50,100.00

Catskill Watershed Corporation
Supplementary Schedules
Money Markets/Savings Accounts/Restricted Cash
As of September 30, 2026

Fund	Bank	Terms	Interest Rate	Amount
Account # 1200				
Money Market Accounts				
Operating Account				
Operating - Money Market #1	Pershing	Short-Term	2.94%	$ 2,506.24
Tax Consulting				
Tax Consulting - Money Market	Pershing	Short-Term	2.94%	8,620.08
Future Stormwater				
Future Stormwater - MM #1	Pershing	Short-Term	2.94%	198,247.81
Catskill Fund for the Future				
CFF - Money Market	Pershing	Short-Term	2.94%	14,724.96
			Total Money Markets:	*224,099.09*
			Total Per Financial Statements:	*224,099.09*
			Difference:	$ -
Account # 1201				
Savings Accounts				
Future Stormwater				
Future Stormwater - Savings Account	The Delaware Nat'l Bank of Delhi	Short-Term	3.22%	5,032,997.79
Catskill Fund for the Future				
CFF - Savings Account	The Delaware Nat'l Bank of Delhi	Short-Term	3.22%	8,628,805.27
			Total Money Markets:	*13,661,803.06*
			Total Per Financial Statements:	*13,661,803.06*
			Difference:	$ -
Account # 1205				
Restricted Cash				
Stream Corridor - Debris Removal Program				
Stream Cor. - Debris Removal - Ckg	Bank of Greene County	Short-Term	2.00%	$ 1,323,250.22
Community Wastewater III				
CWMP III - [Lateral Program] - Ckg	Bank of Greene County	Short-Term	2.00%	1,120,842.96
Catskill Fund for the Future				
CFF - Savings Account	The Delaware Nat'l Bank	Short-Term	3.22%	6,500,000.00
			Total Restricted Cash:	*8,944,093.18*
			Total Per Financial Statements:	*8,944,093.18*
			Difference:	$ -

Catskill Watershed Corporation
Investment in Municipal/Agency Bonds and U.S. Treasuries
Short & Long Term Municipal Bonds/Market Adjustments
As of September 30, 2026

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
Account # 1202/#1208 -- Short Term Investments - Municipal/Agency Bonds											
	Operating										
20	NYS Urban Development	Municipal/Agency Bond	10/23/25	03/15/27	6500357E2	03/15/27	3.501%	47,925.21	47,925.21	(239.61)	47,685.60
	Tax Consulting										
98	NYS Urban Development	Municipal/Agency Bond	10/23/25	03/15/27	6500357E2	03/15/27	3.501%	232,636.95	232,636.95	(1,163.10)	231,473.85
	Future Stormwater										
137	NYC Transitional Finance	Municipal/Agency Bond	05/18/23	11/01/26	64971Q7L1	11/01/26	4.150%	9,998.01			
112	Wyandanch NY SD	Municipal/Agency Bond	02/11/22	12/15/26	982616HG2	12/15/26	2.450%	50,151.31			
51	NYS Urban Development	Municipal/Agency Bond	10/23/25	03/15/27	6500357E2	03/15/27	3.501%	150,764.72			
136	Upper Mohawk Vly Water	Municipal/Agency Bond	05/03/23	04/01/27	916091HL8	10/01/26	4.100%	19,777.06			
6	NYC Transitional Finance	Municipal/Agency Bond	09/09/25	05/01/27	64971XLS5	11/01/26	3.690%	718,938.04	949,629.14	(5,225.54)	944,403.60
	Catskill Fund for the Future										
138	Upper Mohawk Vly Water	Municipal/Agency Bond	05/18/23	11/01/26	64971Q7L1	11/01/26	4.520%	19,996.02			
24	NYC Transitional Finance	Municipal/Agency Bond	09/18/25	11/01/26	64971XJC3	11/01/26	3.675%	499,666.87			
3	NYCGEN	Municipal/Agency Bond	08/26/25	11/01/26	64971XYQ5	11/01/26	3.888%	74,825.19			
95	NYS Dorm Authority	Municipal/Agency Bond	11/20/25	02/15/27	64990FS88	02/15/27	0.630%	99,339.76			
61	NYS Urban Development	Municipal/Agency Bond	01/14/26	03/15/27	64985TDDO	03/15/27	3.524%	901,995.58			
21	NYS Urban Development	Municipal/Agency Bond	10/23/25	03/15/27	6500357E2	03/15/27	3.501%	67,894.05			
75	NYS Urban Development	Municipal/Agency Bond	03/19/26	03/15/27	6500357E2	03/15/27	3.786%	129,631.42			
139	NYC Transitional Finance	Municipal/Agency Bond	05/03/23	04/01/27	916091HL8	10/01/26	4.100%	39,554.13			
26	NYC Transitional Finance	Municipal/Agency Bond	09/09/25	05/01/27	64971WJ84	11/01/26	3.716%	1,107,024.92			
64	NYC Transitional Finance	Municipal/Agency Bond	11/20/25	05/01/27	64971XLS5	11/01/26	3.643%	322,362.50			
42	NYC Transitional Finance	Municipal/Agency Bond	07/08/25	08/01/27	64972JRR1	02/01/27	3.500%	498,010.89	3,760,301.30	(16,623.55)	3,743,677.75
								Total Short Term Municipal/Agency Bonds:	4,990,492.60	(23,251.80)	1,223,563.05
								Total Per Financial Statements:	4,990,492.60	(23,251.80)	
								Difference:	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 September 30, 2026

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
Account #1204/#1209 -- Long Term Investments - Municipal/Agency Bonds											
	Operating										
	Tax Consulting										
	Future Stormwater										
34	NYS Urban Development	Municipal/Agency Bond	09/29/25	03/15/28	6500355X2	03/15/27	3.680%	705,973.80			
45	NYS Urban Development	Municipal/Agency Bond	05/09/25	03/15/28	6500358R2	03/15/27	4.000%	248,428.57			
10	NYC Transitional Finance	Municipal/Agency Bond	01/28/26	05/01/29	64971XEA2	11/01/26	3.803%	499,950.35			
17	NYC Transitional Finance	Municipal/Agency Bond	02/18/26	11/01/29	64971XJG4	11/01/26	3.530%	327,334.35	1,781,687.07	(47,954.97)	1,733,732.10
	Catskill Fund for the Future										
69	NYC Transitional Finance	Municipal/Agency Bond	01/21/26	02/01/28	64971WZW3	02/01/27	2.970%	163,591.00			
70	NYS Dorm Authority	Municipal/Agency Bond	01/29/26	03/15/28	64990FD76	03/15/27	3.650%	194,733.62			
2	NYC Transitional Finance	Municipal/Agency Bond	08/05/26	05/01/28	64971XDZ8	11/01/26	4.250%	317,562.76			
9	NYC Transitional Finance	Municipal/Agency Bond	08/26/26	05/01/28	64971XPL6	11/01/26	4.230%	251,757.40			
7	NYC Transitional Finance	Municipal/Agency Bond	07/07/26	05/01/29	64971XPM4	11/01/26	4.256%	570,939.57			
59	NYS Dorm Authority	Municipal/Agency Bond	05/19/26	07/01/29	65000BGX0	01/01/27	4.250%	472,387.90			
73	NYC Transitional Finance	Municipal/Agency Bond	02/18/26	11/01/29	64971XJG4	11/01/26	3.530%	664,587.93			
76	NYC Transitional Finance	Municipal/Agency Bond	03/26/26	11/01/29	64971XUU0	11/01/26	4.016%	347,946.22	2,983,506.39	(80,397.04)	2,903,109.35
								Total Long Term Municipal/Agency Bonds:	4,765,193.46	(128,352.01)	4,636,841.45
								Total LT Per Financial Statements:	4,765,193.46	(128,352.01)	4,636,841.45
							Rounding	**Difference:**	(0.00)	0.00	-

Catskill Watershed Corporation
Summary Budget Comparison
From 9/1/2026 Through 9/30/2026

75%

Account Code	Account Title	Total Budget $ - Original	YTD Actual	Remaining Budget	Percent Total Budget Remaining	Percent Total Budget Used
001	Salary Expense	2,177,821.00	1,589,077.13	588,743.87	27.03%	72.97%
002	Fringe Benefits	1,434,261.00	691,053.60	743,207.40	51.82%	48.18%
003	Program Expenses	49,017,306.00	19,572,317.26	29,444,988.74	60.07%	39.93%
004	Occupancy & Interest Exp	513,800.00	313,118.53	200,681.47	39.06%	60.94%
005	Advertising & Promotion	20,400.00	(169.24)	20,569.24	100.83%	(0.83)%
006	Office Supplies	20,700.00	14,554.84	6,145.16	29.69%	70.31%
007	Communications	31,200.00	23,733.18	7,466.82	23.93%	76.07%
008	Grants & Reimbursements	700,000.00	210,525.00	489,475.00	69.92%	30.08%
009	Travel	52,200.00	21,674.69	30,525.31	58.48%	41.52%
010	Conferences & Seminars	24,250.00	4,396.00	19,854.00	81.87%	18.13%
011	Insurance	123,937.00	88,370.11	35,566.89	28.70%	71.30%
012	Repair & Maintenance	47,590.00	25,713.24	21,876.76	45.97%	54.03%
013	Subscriptions & Publications	8,644.00	4,224.25	4,419.75	51.13%	48.87%
014	Professional & Director Fees	633,658.00	192,078.71	441,579.29	69.69%	30.31%
015	Administrative Costs	0.00	0.00	0.00	0.00%	0.00%
016	Depreciation & Amortization	604,456.00	458,205.16	146,250.84	24.20%	75.80%
017	Dues, Licenses, & Memberships	2,415.00	140.00	2,275.00	94.20%	5.80%
018	Miscellaneous Expense	2,000.00	294.55	1,705.45	85.27%	14.73%
Report Difference		(55,414,638.00)	(23,209,307.01)	(32,205,330.99)	58.12%	41.88%

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
354	Keath E. Davis	9/5/2017		$275,000.00	$0.00	$0.00	$0.00	$275,000.00	2	2	0	Delaware
237	Onteora Farms, LLC	6/2/2015		$100,000.00	$0.00	$0.00	$28,000.00	$128,000.00	1	0	0	Ulster
496	Lonnie Ridgway Associates LLC	6/2/2026		$267,000.00	$0.00	$0.00	$81,250.00	$348,250.00	1		0	Delaware
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
441	Franks Septic LLC	8/2/2022		$165,000.00	$0.00	$0.00	$20,000.00	$185,000.00	1	3	4	Delaware
301	Wellness RX, LLC	8/4/2015		$35,000.00	$0.00	$0.00	$160,000.00	$195,000.00	1	0	0	Greene
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
438	94 Proof, LLC	10/7/2025		$1,500,000.00	$0.00	$0.00	$8,250,000.00	$2,325,000.00	4	4		Delaware
277	JGJMS, LLC	9/3/2013		$220,673.54	$0.00	$0.00	$220,673.54	$441,347.07	20	20	0	Greene
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
359	Durable Systems	6/24/2003		$60,000.00	$0.00	$0.00	$340,000.00	$400,000.00	1	1	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
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
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
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
364	Mauer Enterprises, Inc.	7/27/2004		$100,000.00	$0.00	$0.00	$120,000.00	$220,000.00		40	0	Ulster
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
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
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
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
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
180	Stamford Belvedere Corp	8/3/2010		$150,000.00	$0.00	$0.00	$0.00	$150,000.00	0	0	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
340	Osterhoudt Corp	11/1/2016		$860,000.00	$0.00	$0.00	$633,000.00	$1,493,000.00	0	0	0	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
142	Walton Big M Plaza, LLC (2)	12/3/2024		$300,000.00	$0.00	$0.00	$247,012.00	$547,012.00				Delaware
372	38 Main Corp.	11/28/2006		$120,000.00	$0.00	$0.00	$255,000.00	$375,000.00	6	0	0	Ulster
493	KHVAC LLC	5/5/2026		$400,000.00	$0.00	$0.00	$200,000.00	$600,000.00	9			Delaware
491	Osmanli Properties LLC	2/12/2026		$969,580.00	$0.00	$0.00	$118,800.00	$1,088,380.00				Delaware
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
485	GDB Ventures, Inc	11/4/2025		$425,000.00	$0.00	$0.00	$47,500.00	$472,500.00	2	2	2	Delaware
483	The Wellington Landlord LLC	11/4/2025		$1,500,000.00	$0.00	$0.00	$0.00	$1,500,000.00				Ulster
482	1033 Main Street LLC	9/2/2025		$349,272.00	$0.00	$0.00	$38,808.00	$388,080.00	2	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
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
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
371	The Reporter Company	8/7/2006		$500,000.00	$0.00	$0.00	$0.00	$500,000.00	19	0	0	Delaware
201	Frank's Septic	5/4/2010		$15,750.00	$0.00	$0.00	$5,250.00	$21,000.00	1	1	0	Delaware
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

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
462	Gockel Solutions LLC	3/5/2024		$90,000.00	$0.00	$0.00	$10,000.00	$100,000.00				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
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
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
370	Ronne D. Marantz	6/27/2006		$305,000.00	$0.00	$0.00	$555,000.00	$860,000.00	0	0	0	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	Tremperskill 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

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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
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
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
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	$0.00	$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
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
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
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

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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
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
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
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
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	Tremperskill 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, I	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
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
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
64	Catskill Mountain Foundation, Inc.	8/22/2001	9/4/2003	$1,100,000.00	$1,100,000.00	$543,763.82	$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

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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
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	$14,047.75	$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

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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
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	$33,603.57	$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	$110,171.61	$662,000.00	$1,222,000.00	17	29	12	Ulster

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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
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
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
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
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
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
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
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
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
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	$29,242.94	$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

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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	$25,218.58	$15,000.00	$150,000.00	7	12	5	Delaware
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	$167,890.27	$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
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
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
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
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
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
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

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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
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	5	0	0	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
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 Louglin	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	$0.00	$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	$0.00	$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

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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
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
54	Douglas and Christine Brady	6/1/2010	10/6/2010	$213,000.00	$216,893.32	$0.00	$137,000.00	$350,000.00	0	0	0	Delaware
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
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
186	West Mountain Properties LLC	9/7/2010	12/15/2010	$187,000.00	$187,000.00	$0.00	$510,000.00	$697,000.00	6	6	0	Delaware
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
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
199	Camp Move It LLC	6/7/2011	7/7/2011	$400,000.00	$404,815.60	$194,809.95	$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
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	Ulster
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
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
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	$1,147,365.68	$5,393,750.00	$6,893,750.00	34	34	0	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
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
194	Hofmann A-Z, LLC	4/5/2011	12/21/2011	$750,000.00	$750,000.00	$63,168.89	$85,000.00	$835,000.00	6	6	0	Delaware
220	KDR Self Strorage 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	$9,151.42	$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

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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	Ulster
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	$213,124.30	$200,000.00	$650,000.00	0	3	3	Delaware
246	Reed & Stewart Properties LLC	5/1/2012	10/4/2012	$163,700.00	$163,700.00	$0.00	$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	$17,133.73	$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	$19,760.88	$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	$0.00	$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	$77,632.13	$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	$15,174.43	$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	$126,524.07	$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	$0.00	$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	$88,888.35	$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

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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
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 Retirment 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	$417,949.55	$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	$121,625.78	$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	$2,190,334.98	$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	0	0	Delaware
338	Arts on Site Residency and Retreat, LLC	7/5/2016	11/16/2016	$250,000.00	$250,000.00	$170,540.10	$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	$960,601.16	$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	$207,930.32	$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	$61,171.34	$155,000.00	$280,000.00	6	30	24	Delaware

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348	High Falls Business Park LLC	6/6/2017	8/3/2017	$555,000.00	$555,000.00	$322,826.17	$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
347	Westwind Estates, LLC	5/2/2017	10/11/2017	$550,000.00	$495,000.00	$314,480.86	$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	$70,856.95	$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	$12.85	$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	$14,984,883.34	$1,367,683.28	$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	$0.00	$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	$280,135.28	$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	$148,119.89	$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	$684,398.08	$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	$0.00	$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
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	2	Delaware
402	Zandhoek Property LLC	9/3/2019	12/12/2019	$620,000.00	$620,000.00	$394,750.60	$90,000.00	$710,000.00	9	18	8	Ulster
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	$285,041.36	$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

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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	$0.00	$67,000.00	$329,209.00	4	0	0	Ulster
412	Tito Bandito's	12/3/2019	5/29/2020	$90,000.00	$90,000.00	$60,860.52	$75,000.00	$165,000.00	3	4	7	Ulster
418	Maeve's Pretty Face LLC	2/4/2020	6/26/2020	$100,000.00	$100,000.00	$0.00	$22,000.00	$122,000.00		6	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	$47,332.84	$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	$148,455.78	$25,000.00	$250,000.00	3	5	2	Delaware
428	Maple Shade Farm NY Inc.	2/2/2021	8/31/2021	$710,478.00	$710,478.00	$639,073.41	$0.00	$710,478.00	2	2	0	Delaware
247	MTC Cable	6/1/2021	8/31/2021	$950,000.00	$950,000.00	$753,930.50	$430,000.00	$13,800,000.00	30	30	0	Watershed W
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	15	15	Delaware
333	Chappie's Properties LLC	9/7/2021	3/10/2022	$280,000.00	$287,523.68	$260,244.32	$214,430.00	$494,430.00				Delaware
220	KDR Self Strorage Inc.	8/3/2021	3/10/2022	$548,898.73	$548,898.73	$461,512.79	$89,000.00	$644,555.00				Delaware
337	Roxbury General LLC	10/5/2021	3/31/2022	$138,521.00	$138,521.00	$0.00	$14,250.00	$142,250.00	2	0		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
418	Maeve's Pretty Face LLC	3/1/2022	6/2/2022	$184,772.58	$184,772.58	$0.00	$20,000.00	$204,772.58	6	6	0	Ulster
298	Union Grove Distillery LLC	1/4/2022	6/2/2022	$450,000.00	$450,000.00	$380,463.74	$50,000.00	$500,000.00	2	2	0	Delaware
436	Mama's Boy Burgers, LLC	6/7/2022	7/14/2022	$240,000.00	$240,000.00	$203,689.50	$65,000.00	$408,500.00	12	0	0	Greene
438	94 Proof, LLC	7/5/2022	8/15/2022	$450,000.00	$450,000.00	$383,366.61	$50,000.00	$500,000.00	6	9	9	Delaware
145	Joseph A. Dabritz	3/1/2022	10/18/2022	$70,000.00	$50,000.00	$0.00	$0.00	$70,000.00				Delaware
440	Ladew Corners, LLC	8/2/2022	2/17/2023	$600,000.00	$600,000.00	$538,344.37	$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	$262,694.84	$18,000.00	$318,000.00	9	13	4	Delaware
444	South Street Corner LLC	11/1/2022	3/30/2023	$750,000.00	$750,000.00	$656,737.11	$153,000.00	$903,000.00	40	44	4	Greene
435	Glenn's General Repair LLC	6/7/2022	3/30/2023	$370,000.00	$370,000.00	$295,178.46	$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

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445	Dark Sky Hospitality LLC	11/1/2022	4/19/2023	$500,000.00	$500,000.00	$0.00	$1,000,000.00	$1,500,000.00	5	7	2	Ulster
432	Maneates Enterprises LLC	2/7/2023	5/1/2023	$531,337.00	$531,337.00	$520,435.76	$519,850.00	$1,051,187.00		15	15	Delaware
336	KMG Center Street LLC	2/7/2023	5/11/2023	$160,000.00	$160,000.00	$132,851.08	$36,000.00	$196,000.00	7	8	1	Ulster
447	43270NY28, LLC	1/3/2023	5/25/2023	$450,000.00	$450,000.00	$406,723.35	$90,000.00	$540,000.00	0	5	5	Delaware
408	McKenley Hollow LLC	1/7/2020	5/26/2023	$883,000.00	$833,000.00	$763,968.69	$530,000.00	$3,356,000.00	0	5	5	Ulster
406	J K & Sons Fuel Oil, Inc.	4/4/2023	6/15/2023	$150,000.00	$150,000.00	$125,424.00	$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	$17,888.53	$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	$321,183.40	$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	1	1	0	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	$1,292,893.71	$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	$635,500.00	$605,742.42	$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	$523,639.05	$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	$0.00	$39,640.00	$318,640.00	5	5	0	Delaware
449	Auction Facility One, LLC	1/31/2023	6/21/2024	$1,500,000.00	$1,500,000.00	$1,389,018.86	$1,869,500.00	$3,369,500.00	35	43	8	Delaware
461	LE Developers LLC	5/7/2024	6/21/2024	$937,880.00	$843,466.40	$792,471.77	$761,970.00	$1,699,850.00	3	1	1	Sullivan
463	Andes Studios LLC	7/2/2024	8/19/2024	$570,000.00	$570,000.00	$540,741.95	$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	$313,281.75	$45,162.00	$382,372.00	5	5	0	Delaware
464	44 Green, LLC.	7/2/2024	10/31/2024	$1,035,000.00	$1,035,000.00	$971,574.31	$315,000.00	$1,350,000.00	15	17	2	Ulster
170	North Star Sun Creek Building, LLC	9/3/2024	10/31/2024	$250,000.00	$250,000.00	$202,257.35	$466,600.00	$716,000.00				Ulster
48	Village of Walton	12/3/2024	1/22/2025	$600,000.00	$600,000.00	$570,000.00	$1,000,000.00	$1,600,000.00				Delaware
466	1084 Main Street Associates, LLC	10/1/2024	2/13/2025	$500,000.00	$450,000.00	$0.00	$325,245.00	$825,245.00	0	4	4	Delaware
468	The Inn Between, LLC	12/3/2024	2/13/2025	$350,000.00	$350,000.00	$331,797.73	$60,000.00	$410,000.00	0	5	5	Delaware
41	Creative Environments LLC d/b/a Full Moon	12/3/2024	2/21/2025	$190,000.00	$190,000.00	$174,857.60	$560,000.00	$750,000.00				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
467	David Atkin	11/5/2024	2/27/2025	$200,000.00	$200,000.00	$184,427.38	$22,500.00	$222,500.00	1	0	0	Delaware
471	Rock Paper Plate, LLC	4/1/2025	8/1/2025	$600,000.00	$442,582.95	$442,582.95	$885,000.00	$1,485,000.00	0	4	4	Sullivan
473	Catskill Packing Co. LLC	5/6/2025	8/14/2025	$255,000.00	$255,000.00	$178,888.97	$511,700.00	$766,700.00	2	2	2	Delaware
325	The Mark Project	4/5/2022	8/14/2025	$1,500,000.00	$505,000.00	$505,000.00	$13,327,680.00	$13,327,680.00	1	0	0	Delaware
400	784 Main Margaretville LLC	5/6/2025	10/2/2025	$318,000.00	$318,000.00	$308,234.33	$11,250.00	$329,250.00	5	5	0	Delaware
475	55 White Tail Lane, LLC	6/3/2025	10/2/2025	$472,500.00	$472,500.00	$457,989.63	$102,500.00	$575,000.00	2	0	0	Delaware
476	Robert Kehoe and Yvette Blain	6/3/2025	10/30/2025	$340,000.00	$340,000.00	$315,842.08	$45,000.00	$385,000.00	2	2	2	Delaware
430	53470 State Highway 30, LLC	5/6/2025	11/20/2025	$375,000.00	$375,000.00	$375,000.00	$140,000.00	$1,805,000.00	0	3	3	Delaware
430	53470 State Highway 30, LLC	5/6/2025	11/20/2025	$1,125,000.00	$525,002.30	$525,002.30	$140,000.00	$1,805,000.00	0	3	3	Delaware
481	JustJohn Property Co., LLC	8/5/2025	12/18/2025	$200,000.00	$200,000.00	$194,902.01	$420,000.00	$620,000.00	15	0	0	Greene
486	Raymond Baker	12/2/2025	4/14/2026	$100,000.00	$100,000.00	$96,007.07	$100,000.00	$200,000.00	7		0	Delaware
487	Seasoned Hospitality LLC	2/3/2026	5/8/2026	$175,000.00	$175,000.00	$174,999.98	$215,000.00	$390,000.00	0	10	10	Delaware
480	Sound Mountain, LLC.	9/2/2025	5/19/2026	$180,000.00	$180,000.00	$179,999.94	$90,000.00	$470,000.00	3	5	5	Delaware
325	The Mark Project	4/7/2026	8/18/2026	$285,000.00	$103,450.00	$103,450.00	$285,000.00	$285,000.00				Delaware
325	The Mark Project	4/7/2026	8/18/2026	$600,000.00	$253,450.00	$253,450.00	$600,000.00	$600,000.00				Delaware
87	Catskill Revitalization Corporation, Inc.	5/5/2026	10/23/2026	$1,100,000.00	$0.00	$0.00	$0.00	$1,100,000.00				Delaware
87	Catskill Revitalization Corporation, Inc.	5/5/2026	10/23/2026	$765,575.00	$0.00	$0.00	$0.00	$765,575.00				Delaware
473	Catskill Packing Co. LLC	9/1/2026	10/30/2026	$301,000.00	$271,126.05	$0.00	$301,000.00	$601,000.00				Delaware
				$148,224,189.13	$121,518,526.17	$31,319,260.77	$179,326,442.96	$341,439,077.77	4206	5680	1608	

Executive Director's Report
November 8, 2026

Community Wastewater Management Program

I am pleased to announce all MOA Community Wastewater Management Projects are now complete. CWC has managed the study, design, and implementation of 15 Community Wastewater Projects as detailed in the 1997 MOA.

CWC made the final $1 million transfer from CWMP to the Shokan contract. There are inspections scheduled for the Halcottsville project in 2026. The contract matures on December 31, 2026.

The Shokan project continues to move forward. We are still collecting lateral access agreements from property owners.

The CWC Board approved the Shokan contract amendment in May. CWC followed up with DEP in late August on the status of the amendment working its way through the City's registration process that will provide an additional $6 million plus for the project.

CWC and NYCDEP agreed on an additional amendment for the Shokan contract. As previously discussed, and reported, the PASSPort process for subcontractors has been difficult. CWC and Contractors have been working hard to get approvals since December 2025. NYCDEP has acknowledged this difficulty and have determined that the difficulty is due to an impossibility through the City software system to approve the subcontractors. This new reality has presented CWC and the contractors with a dilemma of how to proceed with work when we can't utilize the approval software process. NYCDEP has offered to move to business integrity forms, similar to other contracts. CWC Board approved the amendment in their July 7th meeting. The Town of Olive approved an amended Program Agreement Form at their July meeting. All contractors and CWC subs have all been approved to work.

The Shokan amendment for the remaining funds was registered in mid-November. We are awaiting funds being made available and we will invoice for the final payment, which will also allow us to release the CFF allocation.

Stormwater

Staff continue engaging with property owners throughout the Watershed. There are numerous projects moving forward.

CWC received a draft MOA 145 contract amendment from DEP on April 17, 2025. We requested a higher threshold limit of $1 million based on approvals issued earlier this year. DEP did not approve that request but offered an increased threshold limit from $300,000 to $550,000. DEP did commit to revisiting the contract for an additional amendment if/when this limit proves to be insufficient. I expressed concern about having to go through this process again if it was deemed necessary. DEP preferred to hold at the $550,000. On May 4, 2026, NYCDEP agreed to a contract amendment to increase the unallocated funding threshold to $1 million.

The contract amendment was registered on July 6, 2026. CWC inquired as to whether we could now invoice for the full funding to bring our unallocated funding to the new million-dollar threshold per the contract amendment. DEP indicated that they did not have sufficient funding available to pay an invoice of that size. CWC invoiced to bring our balance to $550,000 per the prior contract terms and submitted a second invoice for the remaining funds to get to $1 million. On October 15th, we received the additional funding of $516,897.34.

CWC has continued requesting NYCDEP prioritize a new Future Stormwater Contract as described in the 4th Side Agreement. CWC has been warning of our concerns of funding to run out prior to new funding being made available. CWC has also requested NYCDEP anticipate future needs to amend this contract and draft this new contract in a way where future amendments and modifications will make it possible to update this contract rather than start anew. This would be a prudent and efficient course of action. A draft contract was received on February 18, 2026. CWC provided our comments back on March 6th. CWC received another draft back from DEP on April 8th. Much of CWC's edits were removed. Following CWC's voicing of concerns, Tim and PJ Sagar had a series of productive phone calls moving the contract in a more desirable direction. Eventually it was determined the best path forward was to forego the individual FSW contract and add the $3 million to the existing MOA 145 and combine scopes of the program. CWC sent a draft amendment to DEP on August 18th. We are approaching 10 months since the Side Agreement and as of September 24, 2026, there is still no agreement on this $3 million of funding.

On October 19th, CWC was informed the City would not be amending the MOA-145 contract. There is a new draft contract being worked on that could combine the programs but would bring the negotiation process back to the start. CWC indicated that the time to do this would be longer than we have funds available and would almost certainly result in a programmatic shut down. CWC requested the old draft of the FSW contract be re-ignited as a stop gap to at least try to keep the program operational. The reality from CWC's point of view is that the program is likely to shut down under any circumstance at this point. We have started having discussions internally and with external stakeholders about what to do when that happens.

CWC received a draft FSW contract on November 6. Later on November 10, DEP followed up by indicating they were now willing to amend the MOA145 contract if CWC were ok without additional funds being added to the contract. CWC agreed that this would be the best short-term solution to the funding concerns, although we would want to continue negotiating a longer-term agreement that would satisfy the Side Agreement and ensure program continuation throughout the next FAD. Negotiations on the amendment were quick and efficient and we agreed on the amendment language on November 17. A resolution is going to the Board in December to approve. DEP anticipates a roughly 4 week registration process for the amendment.

Flood Hazard

CWC Flood Hazard Mitigation Program Manager, Eric Lane and Cost Estimator, Brian Sullivan attended the NYS Floodplain and Stormwater Managers Association conference in Utica in May, building on their knowledge and skills and networking with other professionals in the field.

CWC has experienced very positive outcomes from re-organized staffing and structure of the FHM program. The program and staffing structure was reworked to ensure higher volume and more proactive activity. This is clearly evidenced in the comparison of 2025 where a total of 18 projects were approved by the CWC Board for a total funding amount of $827,212.75. In contrast, through November 2026, CWC has approved 17 resolutions totaling $3,728,235.10 at the Board level. Among some of the projects in the works are relocations for the Hunter Fire Department, Shandaken Town Hall, Walton Bus Garage, and Lexington Highway Garage.

Eric has also been working collaboratively with several local libraries in Ulster County to set up specific meeting dates and times to assist local property owners with face-to-face meetings to ask questions and provide guidance and understanding of LFA recommendations and project options. CWC will continue providing proactive work to help the local communities find funding for projects that promote water quality protection and community vitality.

Septic

The program is open. Funding levels for the septic program are good. Septic staff have been busy as activity has increased steadily over the last few months.

CWC met with NYCDEP to discuss potential cost savings measures and regulatory process improvements. We discussed many items including the potential for reduced field sizes for aerobic systems, test pit variation, and improved communication efforts, among other items. CWC requested and NYCDEP agreed to start including CWC on outgoing communications with engineers and contractors to help keep CWC looped into project status, comments, concerns, and other items that are being communicated. We are working on a new workflow to handle and manage this new correspondence to ensure we are utilizing that information as effectively as possible. CWC has also shared multiple documents and asked for thoughts and recommendation from NYCDEP on improvements to our intake datasheet work.

Fuji Clean provided an informative presentation at the July 7th meeting. DEP has confirmed they will accept reduced leachfields for aerobic systems. CWC very much appreciates DEP's decision. CWC has informed engineers that they may provide for these reductions in future design applications.

Per the contract requirements, CWC requested additional funding from DEP for FY28. DEP provided a response indicating their intention to raise CWC quarterly payments from $2.25 million per quarter to $5 million.

DEP provided a draft amendment to CWC to increase the value of the contract. We are reviewing.

Draft program rule edits are provided to allow contingency funding in project approvals and for staff approval authority over minor 2nd time repair fixes.

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. 2025 was another record year

for maintenance pump outs. Our goal is to continue increasing education and proactive maintenance every year.

In 2025, DEP inquired about the possibility of closing all additional WWTP Septage Acceptance applications considering Windham may potentially be able to accept the full amount of Watershed septage. I responded that I did not anticipate any other plants applying but wanted to make sure DEP didn't want to close that door considering these projects assist in DEP maintenance costs of acceptance at the DEP facilities. DEP confirmed they did not want to evaluate any additional facilities.

The Side Agreement executed in late 2025 provides for $5 million in construction funding for 2 facilities. CWC is pleased to have received a draft for that contract. CWC provided our comments to the draft on July 31st. CWC and DEP discussed the contract on September 16th. Dep provided a follow up draft on October 2nd, CWC provided our edited responses back on October 9. CWC received a follow up draft on November 18th. DEP provided an additional $1 million to the contract to help avoid potential cost overruns when projects are bid. CWC appreciates DEP's proactiveness on the additional funds. We are reviewing the rest of the contract.

Windham is likely to have their design completed over the next few months. Prattsville applied for design funding in the amount of $195,000 for their facility.

There are draft edits to Maintenance Program Rules to raise the reimbursement threshold from $1,000 to $2,000 before needing CWC Board approval.

Policy

The Community Vitality Study is complete. CWC attended a presentation by DEP staff of their study on April 20th. We received 2 PowerPoints from DEP to review on April 21st. We are reviewing carefully. CWC is working internally to assess priority areas that we believe we are best positioned and suited to address.

CWC continues to participate in many discussions with Watershed stakeholders and regulators. We held a meeting with NYSDOH on May 19 to discuss some specific upcoming FAD issues and have been discussing Water Withdraw Permit issues with NYSDEC.

Side Agreement Updates:
NYCDEP provided a list of parcels they would consider best for land swamps for community vitality. We will continue coordinating with NYCDEP and the communities to see if any action items are available.

CWC has been working internally on items that should be included in the Regulatory Upgrade 2.0 program. We shared some draft program rules for NYCDEP to review. We have had ongoing conversations with DEC. DEP is working on a draft contract, we await receipt.

CWC received a first draft of the I&I contract from NYCDEP. CWC has previously emphasized our higher priorities are Future Stormwater and Septage Acceptance.

A number of amendments and extensions have been approved by CWC per the Side Agreement. The Septic contract amendment discussed in the Side Agreement was pulled back by NYCDEP and CWC was asked to provide additional data and justification for the amendment. I provided this in email and letter form to help move the process along. Similarly, we provided same for FHM.

DEP has requested a large meeting of economic development professionals to discuss next steps on Community Vitality initiatives. I have been in discussions with many stakeholders and we anticipate responding soon.

Also, as part of the Side Agreement, DEP has agreed to share and discuss their draft Long Term Plan. The Side Agreement provided that DEP would consult and consider comments from the signatories. CWC provided our comments on November 17th. We look forward to discussing future plans for the Watershed soon.

Finance:

Financial outlook continues to be strong. All programs are currently fully funded.

CWC and DEP have discussed at a very broad level the concept of combining contracts and working programs under unified contracting structure. Both CWC and DEP acknowledge this would be a very in-depth discussion and needs to be thought out but we are both willing to evaluate as a way to make programming more efficient and allowing our teams to work more on project implementation rather than contract administration. I appreciate those discussions and the openness to evaluate.

We are bringing an amendment for our IITS technology consulting firm.

Education/Workforce Development:

Our first round of Workforce Development grants was approved by the CWC board in June. The next round of applications was due June 5th. CWC and DEP have reviewed the applications, and we will be presenting recommended projects to the Board in October.

We are working on program updates for workforce development and public education.

Economic Development:
The Economic Development team continues engaging with existing and potential borrowers.

We have re-opened the CFF to all Ulster County businesses now that the county allocation figures have been brought back in line with requirements.

CWC was asked to attend a multi-stakeholder meeting at the Morse Hill trail in September. CWC was asked to consider providing grant funding for a design of an access road and parking lot at the site. We will discuss in committee.

DEP has responded to Watershed stakeholders August request for additional CFF funding. DEP has asked to have additional conversations around the request. CWC has requested some additional guidance to help prepare for later conversations. As provided above, we received an update asking for an additional meeting. We will respond soon.

Grants and Operational Excellence:

CWC's Operational Excellence team continues to provide support throughout our office and the Watershed. Among items being addressed in OPEX are:

1. Administration of the DEC Smart Growth Grant in coordination with the Town of Middletown for 2 Cluster Septic studies
2. Developing and modeling workflows for each department and staff member in an effort to find efficiency opportunities and incorporation of best practices into new software to be developed and funded through an Appalachian Regional Commission grant.
3. Coordinating efforts on grant funding opportunities for municipalities, specifically for wastewater and I&I items addressed in the Side Agreement. Several meetings and discussions have taken place with DEP, DEC, EFC, and others.

Other:

Patrick Burlingham has started as CWC's new Human Resources Director. Gemma's last day was November 13th.

CWC Technical Program will now be consolidated under a central Technical Program Director. Brian Sullivan was named the Director in November. Septic, Stormwater, Flood Hazard Mitigation, and Community Wastewater will now report through this streamlined organizational process.

BOARD & COMMITTEE SCHEDULE
January 5, 2027

COMMITTEE	***CHAIRPERSON***	***DATE***	***TIME***	***NOTE***
STORMWATER/ WASTEWATER	James Sofranko	**Tuesday 01-05-27**	**9:00 AM**	
SEPTIC	Alicia Terry	**Tuesday 01-05-27**	**IMMEDIATELY FOLLOWING STORMWATER/ WASTEWATER**	
POLICY	Innes Kasanof	**Tuesday 01-05-27**	**IMMEDIATELY FOLLOWING SEPTIC**	
FINANCE/FISCAL AUDIT	Joseph Cetta	**Tuesday 01-05-27**	**IMMEDIATELY FOLLOWING POLICY**	
GOVERNANCE	TBD	**Tuesday 01-05-27**	**IMMEDIATELY FOLLOWING FINANCE**	
LAND	TBD	**Tuesday 01-05-27**	**IMMEDIATELY FOLLOWING GOVERNANCE**	
ECO. DEVL.	Richard Parete	**Tuesday 01-05-27**	**IMMEDIATELY FOLLOWING LAND**	
PUBLIC EDUCATION	Tina Molé	**Tuesday 01-05-27**	**IMMEDIATELY FOLLOWING ECO. DEVL.**	
BOARD	Tina Molé	**Tuesday 01-05-27**	**IMMEDIATELY FOLLOWING PUBLIC EDUCATION**	
SPORTING ADVISORY	TBD	**TBD**	**TBD**	

DRAFT

Catskill Watershed Corporation

Stormwater Committee Meeting

Draft Minutes

November 3, 2026

Attendees: James Sofranko (Director), Joseph Cetta (Director), Tina Mole (Director), John Kosier (Director), Jeff Senterman (Director), Christopher Mathews (Director), Allen Hinkley (Director), Karen Stainbrook (NYSDEC), Shilo Williams (DEP).

Others: Jason Merwin (CWC), Tim Cox (CWC), Racheal Burger (CWC), Eric Lane (CWC), Lindsay Ballard (CWC), Donald Brown (CWC), Jim Martin (CWC), Jessica Fiedler (CWC), Gemma Young (CWC), Zach Baldwin-Way (CWC), Brian Sullivan (CWC), Jim Martin (CWC), Renee Alexander (CWC), Barbara Puglisi (CWC), Lynn Kavanagh (CWC), Innes Kasanof (Director), Rich Parete (Director), Alicia Terry (Director), Tom Hoyt (Director), George Haynes (Director), James Ellis (Director), Allen Hinkley (Director), John Schwartz (DEP), Pat Palmer (NYSDOH), Mike Maloney (NYSDOH), Lindsay Drew (NYSDOS), Kristina Gutchess (NYSDEC), Via Zoom; Ken Kosinski (CWC), Nick Carbone (Watershed Affairs Coordinator).

The meeting was called to order by Jim Sofranko at 9:04 AM.

I. Review minutes from October 6, 2026, meeting. Minutes approved as written by a motion from Joe Cetta and seconded by Allen Hinkley, Motion carried.

1. Community Wastewater Management Program

General Project Updates:

Shokan- Jason Merwin reported that to date, 395 lateral agreements have been signed and construction is well underway.

2. Future Stormwater Program

Racheal reported that no applications were received in time for this month's meeting, but several were expected for next month.

3. Stormwater Retrofit Program

Racheal reported that no applications were received.

4. **Local Flood Hazard Mitigation**

Property Owner: Miranda Morrison
Contact Person: Miranda Morrison
Address: 33-39 Grubman Rd, Chichester, NY 12416
Project Category: Emergency Stream Debris Removal
Project Description:

Miranda Morrison of 33-39 Grubman Rd, Chichester, NY is requesting an amount of funding in the amount of $9,500.00 for the removal of flood debris from the Stoney Clove Creek below her house. The debris accumulation is approximately 400 feet upstream of the Grubman Rd. Bridge and is also a threat to nearby Route 214. CWC staff have been on site with DEP, Ulster County soil and water as well as the Ashokan Stream Program.

CWC staff recommends funding in the amount not to exceed $9,500.00 to Miranda Morrison for the removal of stream debris near her home on Grubman Rd.

A motion was made by Jim Sofranko to approve the request for funding and forward the funding request onto the CWC Board of Director's November meeting. The motion was seconded by John Kosier. Motion carried.

1. Stormwater Funding Restrictions

Jason Merwin explained to the Committee that the Future Stormwater Program that provides reimbursement for NYCDEP stormwater regulation requirements will very likely shut down to new applications before the next FAD is in place. He continued that CWC expects to present 4 applications next month and estimates that approximately $6 million in applications could come in with less than $2 million remaining. Jason concluded that whoever submits the applications first will get funding and others will not.

Jason continued that this is one of the foundational programs developed in the MOA. Local communities agreed to stricter regulations to keep the City's water clean, in exchange for funding to offset the costs. Not funding this program goes against the MOA, the FAD and the Side Agreement. Jason stated he is sending letters out to Watershed Stakeholders. He stated he spoke last month to Greene County Mountaintop Supervisors and Mayors Association. Given the amount of development in Greene County, property owners there will be disproportionately affected. Jason ended by stating he will be asking for help from the environmental groups, NY Department of State who manages the Watershed Protection and Partnership Council, NY Department of Health, NY Department of Environmental Conservation, and the Watershed Inspector General.

Jim Sofranko stated that the Ashokan Streams Program in late August was put on hold due to a software accounting issue. Jim continued that he didn't care about the contracts, but the lack of funding for CWC and Ashokan Streams is directly impacting communities. Jim asked what authority does NYCDEP have to not fund or stop a program?

Shilo Williams responded that there are two separate issues. The decision to restrict funds for Ashokan Stream Program came from ongoing coordination with DOI and Law. For the Future Stormwater Program Agreement, Williams stated, "there is a lot going on behind the scenes that you (CWC) don't know about." She further stated, "It's not that we don't have the funds or resources but it's the mechanics" and repeatedly referred to "The mechanics behind the scenes" as the issue. She added that she shared CWC's frustration.

Richard Parete questioned why the Watershed Regulations should remain in place if NYCDEP is withholding funds for compliance. He also questioned whether by withholding funds, NYCDEP was attempting to influence development projects. He concluded that NYCDEP must fund the Future Stormwater Program or the rules should be removed.

Innes Kasanof replied, "Well that is even more concerning, I will remind you that it is not our water that needs protection, it's your (the city) water that needs protection."

Jason Merwin stated that, beyond funding shortfalls, delays wasted time and resources and had a ripple effect throughout the region, further eroding constituents' trust.

Participants discussed a previous pause in the septic program, the negative community response, and the difficult influx of applications before and after the pause, which resulted in more than a year of catch-up work.

Racheal Burger and other participants expressed concern that businesses and prospective residents might choose to invest elsewhere. Burger reported that some applicants were already asking, "Do we have to comply with DEP standards if we cannot get DEP funds?" No response or determination on that question was recorded.

2. Contract History and Funding Obligations

Joseph Cetta asked, “What changed?” in reference to the cause of the funding issue.

Williams described a longstanding contractual issue involving a particular contract “coming to a head” and referred to “PJ (DEP legal) and Tim (CWC legal) going back and forth for months and months to no end.” Merwin described himself as “in the dark” regarding why the issue remained unresolved.

In discussing the Memorandum of Agreement and the $3 million in funding, Williams referred to the MOA “requiring” DEP to provide the funds. Merwin emphasized that DEP agreed to provide $3 million in the 4th Side Agreement.

Williams explained that an amendment had been required by the 4th Side Agreement, but DEP subsequently determined after agreeing to the terms of the agreement, that the contract had expired and could no longer be amended. She acknowledged that DEP had failed to recognize the contract expiration and needed to “do better” in tracking contract timelines.

James Sofranko stated, in paraphrase, that local residents should not be penalized or lose funding because of DEP’s administrative shortcomings. He criticized the management of the process and the consequences for watershed communities. He stated, “There is an obligation that is not being met.”

3. Contract Consolidation and Proposed Interim Funding

Williams reported that the discovery of the contract issue coincided with CWC’s request to combine its stormwater funds, complicating discussions and resulting in a standstill in spring and early summer 2026. DEP representatives generally agreed that combining the stormwater contracts made sense and shifted toward negotiating a combined contract rather than amending the previous agreement.

Williams reported that City contracting support required additional review and development of the details. Completion within the compressed timeline appeared unlikely. DEP was therefore revisiting the previous $3 million contract amendment as an interim measure and moving toward “All expense” rather than capital funding. Williams indicated that “all expense” funding tended to move more quickly through City processes.

Williams stated she appreciated the concerns expressed and referred to a meeting scheduled for the following day, November 4, and expressed hope that it would advance the $3 million contract as a stopgap measure.

Merwin stated that the delays had continued for 11 months without a draft and that available funding was expected to remain approximately six months away. He asserted that CWC does not expect a blank check with no oversight from DEP however this current situation is not what was agreed upon in the MOA.

4. Community Impacts and Program Continuity

Richard Parete emphasized the daily consequences for residents, contractors, and developers whose projects were delayed or at risk.

Allen Hinkley added that developers and homebuilders have to consider the regulations when deciding whether to invest in Watershed projects. The funding availability is a key consideration when making those decisions. If the funding is stopped, people will stop doing work in the Watershed and it will hurt our communities.

Jeff Senterman emphasized, in paraphrase, the importance of Catskills water to New York City and questioned why local support and results were receiving insufficient priority amid administrative disputes. He stated, “The City is taking 1 million gallons of our water per day yet not making compensation for that a priority. Your investments and reimbursements into this community should be your priority.” He further stated, “It is clear people in the City simply do not care.”

Merwin emphasized the need for cash on hand. He warned that reopening the program would produce a surge of applications, only a limited number of which could be accommodated. He emphasized that the issue was not the community’s fault or responsibility.

Williams repeated the previous statements about more happening behind the scenes and the mechanics of it all and stated it is because of the bureaucracy.

Richard Parete again requested that the Watershed Regulations be suspended until the Future Stormwater Program is funded.

Merwin stated that the problem was not isolated, citing previous temporary interruptions of the Septic program and intermittent use of Catskill Fund for the Future funds as a stopgap. He characterized the issue as “systemic”. He concluded that the situation was predictable and systematic. Merwin emphasized that the people who need to be made aware of their noncompliance are not the DEP employees we work with on a daily basis, but leaders within NYC itself.

Next meeting scheduled for Tuesday, December 1, 2026

Adjournment 9:43 AM

Catskill Watershed Corporation
Septic Committee Meeting
November 3, 2026
Draft Minutes

Attendance:

Committee Members: Tina Molé (Director), Richard Parete (Director), Alicia Terry (Director), James Ellis (Director), George Haynes (Director), Allen Hinkley (Director), Thomas Hoyt (Director), Jason Merwin (CWC), Karen Stainbrook (NYSDEC), Shilo Williams (NYCDEP)

Others: Renee Alexander (CWC), Renee Antonette (CWC), Zach Baldwin-Way (CWC), Rena Baker (CWC by Zoom), Lindsay Ballard (CWC), Donald Brown (CWC), Patrick Burlingham (CWC), Nick Carbone (Delaware County Watershed Affairs Coordinator by Zoom), Joseph Cetta (Director), Timothy Cox (CWC), Lindsay Drew (NYSDOS), Kyle Faraci (CWC), Jessica Fiedler (CWC), Kristina Gutchess (NYSDEC), Matthew Holbrook (CWC), Mitchell Hull (CWC), John Jacobson (CWC), Innes Kasanof (Director), Lynn Kavanagh (CWC), Ken Kosinski (CWC by Zoom), John Kosier (Director), David Lane (CWC), Joan Lawrence-Bauer (The Walton Reporter), Michael Maloney (NYSDOH), James Martin (CWC), Christopher Matthews (Director), Pat Palmer (NYSDOH), Barbara Puglisi (CWC), John Schwartz (NYCDEP), Jeff Senterman (Director), James Sofranko (Director), Brian Sullivan (CWC), Morgan Tarbell (NYSDOH by Zoom), Pauline Wanjugi (NYSDOH by Zoom), Gemma Young (CWC)

I. Alicia Terry called the meeting to order at 9:43 AM.

II. Minutes from the October 2026 Committee Meeting were reviewed and approved as written.

III. Septic Program:

A. Jeffrey Breigle Appeal:

Jeffrey and Switlana Breigle thanked members of the Septic Committee for allowing them time to explain issues with their septic system. Ms. Breigle made much of her appeal for assistance from the Septic Program to alleviate water problems with their septic system by reading from a letter attached here.

DRAFT

September 20, 2026

Catskill Watershed Corporation
Attn: President and Board of Directors
669 County Highway 38, Suite 1
Arkville, NY 12406

Re: Formal Appeal Under Article 2-A §2:01:10
CWC Project ID: 58617
Property: 588 Cozy Hollow Rd., Prattsville, NY 12468

Dear President Tina Mole and Members of the CWC Board of Directors:

I am writing to formally appeal the determination that my septic system is not eligible for a second CWC-funded repair and that the circumstances do not qualify as "unique circumstances."

I respectfully request that the CWC Board review this determination pursuant to **§2:01:10, Appeals Process, of the CWC Septic System Rehabilitation and Replacement Program Rules (Article 2-A)** and reconsider the decision in light of the documented condition of the system, its unusual history, and the specific provisions of Article 2-A concerning site-specific repairs and special circumstances.

1. The current system is demonstrably failing

The CWC field inspection conducted on September 10, 2026, documented significant evidence that the existing system is not functioning properly.

The field report identifies the system as a two-pod peat system installed in 2020. It specifically documents that the area around the top of the pods was wet, including a large wet spot on the driveway side of the mound. More importantly, the inspection chamber was approximately three-quarters full of water, which the report states indicated that water was not leaching out properly.

The inspection was attended by CWC staff, the engineer, DEP, the applicant, and the contractor, providing a substantial opportunity to evaluate the actual condition of the system.

Accordingly, this is not a request based on a speculative or anticipated problem. The current inspection documents an actual hydraulic problem with the system.

2. The system has had an unusual history from the beginning

The peat pod system was installed in August 2020 at a CWC-funded cost of **$29,699.53**.

Only a few months later, in December 2020, the system flooded following snowmelt and heavy rainfall. Because of the site's water conditions, a curtain drain was subsequently installed in August 2021 at an additional CWC-funded cost of **$6,556.66**.

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The total CWC-funded investment in the system and subsequent corrective work therefore amounts to **$36,256.19**.

The property also had a failed percolation test before the original installation, demonstrating that the site presented significant soil and drainage limitations from the outset.

This history is important because the current problem cannot reasonably be viewed as an ordinary situation involving a relatively new septic system that simply requires routine maintenance. The system experienced serious water-related problems shortly after installation, required an additional engineered drainage measure, and is now exhibiting documented evidence that water is not leaving the peat pods properly.

During the September 10, 2026 inspection, CWC Septic Program Specialist **Kyle Faraci** also stated that **"we have never had to deal with this before."** That statement is consistent with the unusual history and circumstances surrounding this system.

3. Article 2-A expressly provides for site-specific engineering solutions

The Article 2-A rules do not appear to contemplate that the age of a system should automatically end the analysis where an existing system is experiencing documented failure.

Section **2:02:01, System Standards,** provides that the Septic Program is intended to determine whether a system should be rehabilitated, upgraded, or replaced and what repair, upgrade, or replacement is appropriate. Where full compliance is not feasible or practicable, the rules call for the system to be upgraded based upon **"best professional judgment"** to the extent feasible, while protecting public health, safety, and the environment.

The Article 2-A **Site Analysis and Repair Guidelines** likewise address circumstances involving high groundwater and hydraulic problems. Where high groundwater is the reason for an inadequate system, the guidelines specifically contemplate installation of a curtain drain to lower the water table sufficiently to achieve the required groundwater separation. The guidelines also address situations involving partial hydraulic failure by calling for evaluation of the cause and consideration of site-specific corrective measures, including evaluation of the soils and absorption area and possible reconfiguration or relocation where appropriate.

This is particularly significant here because a curtain drain was, in fact, installed at this property following the system's early flooding problems, yet the system is now again exhibiting evidence of inadequate drainage.

4. The "unique circumstances" determination warrants Board review

The September 10, 2026 field report states:

"System does not meet standards for second time repair by CWC, system is not 10 years old and does not constitute unique circumstances as per executive director. Homeowners are welcome to appeal the ruling."

I respectfully request that the Board identify the specific Article 2-A provision or technical standard upon which the determination that this system does not qualify for a second repair is based.

The field report does not identify the specific provision establishing the applicable "second time repair" standard, nor does it explain why the documented circumstances do not qualify as unique or special circumstances.

That distinction is important because **§2:01:10 expressly provides an appeal mechanism under which the Board may reverse a denial where special circumstances warrant eligibility or reimbursement.**

The circumstances here are extraordinary:

- The original septic system was installed in 2020.
- The property had previously failed a percolation test.
- The system flooded within months of installation.
- A curtain drain was subsequently installed as additional corrective work.
- The current system is again experiencing significant water-related problems.
- The September 10, 2026 inspection documented wet conditions around the pods.
- The inspection chamber was approximately three-quarters full of water.
- The field report states that the water was not leaching out properly.
- The CWC-funded investment in the original system and curtain drain totals $36,256.19.
- Multiple parties, including CWC staff, an engineer, DEP, the applicant, and the contractor, participated in the current inspection.
- CWC's own Septic Program Specialist indicated during the inspection that this was a situation CWC had never previously had to deal with.

Taken together, these facts provide substantial grounds for the Board to reconsider whether this situation falls within the "unique circumstances" or "special circumstances" provisions of Article 2-A.

5. I am not asking CWC to disregard its standards

I am not requesting that CWC waive applicable health, environmental, engineering, or NYCDEP requirements.

Rather, I am requesting that CWC apply its own rules to determine what **site-specific corrective measure** is appropriate for this unusual failure.

If the existing peat pod configuration cannot be effectively repaired, I ask that CWC, its engineer, and the appropriate agencies evaluate whether an alternative rehabilitation, upgrade, reconfiguration, or replacement can be designed that satisfies the applicable standards.

The Article 2-A rules specifically recognize that repair decisions should be tailored to the particular site and based upon professional judgment. This property presents precisely the type of

unusual site history that warrants such an evaluation rather than an automatic denial based solely on the age of the system.

6. Requested relief

For these reasons, I respectfully request that the CWC Board:

1. **Accept this letter as a formal appeal under Article 2-A §2:01:10;**
2. **Reverse or reconsider the determination that the property is categorically ineligible for a second CWC-funded repair;**
3. **Determine that the documented history and present condition constitute unique and/or special circumstances warranting further consideration under Article 2-A;**
4. **Identify the specific Article 2-A provision or technical standard relied upon in determining that a second repair is not permitted;**
5. **Direct that the current hydraulic failure be evaluated on a site-specific engineering basis, including the cause of the water accumulation and the failure of the system to properly leach; and**
6. **Consider funding an appropriate engineered rehabilitation, upgrade, reconfiguration, or replacement to the extent permitted by the CWC program and applicable NYCDEP requirements.**

I respectfully ask the Board not to treat the age of the system as dispositive without considering the extraordinary circumstances surrounding this particular property and the documented evidence that the current system is not functioning properly.

The purpose of the CWC Septic Program is to address failing or likely-to-fail septic systems and to protect public health and water quality. The current inspection establishes that this system has a significant functional problem. I therefore believe the appropriate response is to determine what feasible, professionally engineered solution can correct that problem—not simply to conclude that no further assistance is possible because the system is less than ten years old.

I appreciate the Board's consideration of this appeal and respectfully request a written determination explaining the basis for its decision.

Sincerely,

Jeffrey Breigle
588 Cozy Hollow Rd.
Prattsville, NY 12468

CWC Project ID: 58617

Original construction costs totaling $29,699.53 were approved in November 2020. In December 2020, the system flooded following snowmelt and heavy rainfall. A curtain drain was added on the upper side of the system in June 2021 at a cost of $6,556.66. Bruce Utter of Praetorius & Conrad, P.C., the engineer believes problems the Breigles continue to experience with their septic system are a result of "perched mounding," or a perched water table, caused when vertical movement of water is obstructed.

The Breigle's septic system has two peat modules with two feet of absorption fill material beneath them. Ms. Breigle noted that the site "failed" a perc test at the beginning of design. On September 10, 2026, CWC staff, the engineer, DEP and the contractor conducted a field inspection. A large wet area on the driveway side of the mound was noted. The inspection port was found to be approximately three-quarters full of water, indicating that water was not draining from the peat modules properly. Ms. Breigle said that during the inspection, Kyle Faraci, Septic Program Specialist I, stated, "We have never had to deal with this before."

Ms. Breigle argued that their circumstances are unique. She supported her argument by reading bullet points in her letter:

- The original septic system was installed in 2020.
- The property had previously failed a percolation test.
- The system flooded within months of installation.
- A curtain drain was subsequently installed as additional corrective work.
- The current system is again experiencing significant water-related problems.
- The September 10, 2026, inspection documented wet conditions around the pods.
- The inspection chamber was approximately three-quarters full of water.
- The field report states that the water was not leaching out properly.
- The CWC-funded investment in the original system and curtain drain totals $36,256.19.
- Multiple parties, including CWC staff, an engineer, DEP, the applicant, and the contractor, participated in the current inspection.
- CWC's own Septic Program Specialist indicated during the inspection that this was a situation CWC had never previously had to deal with.

Ms. Breigle said that she did not receive a formal written denial. She requested a copy.

Tim explained that Program Rules prohibit second time repairs, absent unique circumstances unless the system is at least 10 years old. Program Rules state, "After ten (10) years from date of construction completion, CWC may fund a component or system an additional time, absent misuse be the property owner and in the sole discretion of the CWC Board of Directors in consultation with the Executive Director." The Breigle's septic system is six years old.

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Rich Parete asked if this system were 10 years old, would we do a second time repair? Mitch said we would, more than likely, yes. Rich made a motion to approve the Breigles for a second times repair.

Jason asked if the motion was for eligibility for a second time repair or for repairs.

Mitch pointed out that the engineer proposed a curtain drain on the lower side of the system to lower the water level beneath the peat modules. We do not know if DEP will allow a curtain drain there. Tim said that a motion could be made to allow for a second time repair now. What DEP will approve is a different matter.

Rich Parete amended his motion to recommend approving Jeffrey Breigle's eligibility for a second time repair.

Shilo Williams said that this seems to be a surface failure that needs to be resolved.

The Committee recommended that a resolution be brought before the Board of Directors to approve Jeffrey Breigle for a second time repair.

B. **Sarah Bronilla Over $30,000.00:** Ms. Bronilla's residence is located at 7047 County Highway 2, Delancey, New York 13752 in the Town of Andes. CWC staff determined that her septic system is failing. The engineer is Steele Brook Engineering, PLLC. The contractor is J. Mondore Excavating. Ms. Bronilla signed into the program on January 13, 2025. Her Design Application was received by NYCDEP on May 23, 2025, and deemed complete on June 12, 2025. Her septic system design was recommended for NYCDEP Design Approval on July 23, 2025. A Modified Approval was issued September 16, 2026. The two-year project deadline is January 13, 2027. The proposed septic system will serve a four-bedroom house. Major components of this system include one 1,250-gallon septic tank, a siphon chamber, 357 linear feet of gravity pipe, an effluent filter, one distribution box, 428 cubic yards of absorption fill material, 300 linear feet of absorption trench, 155 linear feet of curtain drain, 105 linear feet of curtain drain outlet pipe, 155 linear feet of swale, 95 linear feet of 6-inch boring, 15 linear feet of 6-inch sleeve and site restoration. The owner received three quotes. They were $53,814.97, $69,301.40 and $90,220.00. The lowest quote, submitted by J. Mondore 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 Sarah Bronilla, in the amount not to exceed $53,814.97. to build her septic system.

C. **David Honig Over $30,000.00:** Mr. Honig's residence is located at 340 Crow Road, Fleischmanns, New York 12430 in the Town of Middletown. CWC staff determined that his septic system is likely to fail. The engineer is Rex Sanford, P.E. The contractor is Sam I Am Excavation & Tree Service. Mr. Honig signed into the program on July 6, 2026. His Design Application was received by NYCDEP on September 16, 2026, and deemed complete on October 9, 2026. His septic system design was recommended for NYCDEP Design Approval on October 9, 2026. Mr. Honig's two-year deadline is July 6, 2028. His proposed septic system will serve a four-bedroom house. Major components of this system include a 1,250-gallon septic

tank, 251 linear feet of gravity pipe, one effluent filter, one distribution box, 240 cubic yards of absorption fill material, a two-hour haul time for materials, 315 linear feet of absorption trench, 105 linear feet of curtain drain, 15 linear feet of curtain drain outlet pipe, 250 linear feet of swale, two cleanouts, 173 linear feet of access road, remove five trees, set the septic tank with a large excavator, shuttle materials, 10 linear feet of six-inch sleeve and site restoration. Three quotes were submitted to the homeowner. They were $62,261.01, $64,211.66 and $65,061.12. The lowest quote, submitted by Sam I Am Excavation & Tree Service, is within 10% of the staff estimated cost of construction based on the Schedule of Values. This is a secondary residence eligible for 60% reimbursement. $62,261.01 X 60% = $37,356.61. The Committee recommended that a resolution be brought before the Board of Directors to reimburse David Honig in the amount not to exceed $37,356.61 to build his septic system.

D. **Carolyn Lazard Over $30,000.00:** Ms. Lazard's residence is located at 2088 Upper Birch Creek Road, Pine Hill, New York 12465 in the Town of Shandaken. CWC staff determined that her septic system is failing. The engineer is Steele Brook Engineering PLLC. The contractor is LaFever Excavating Inc. Ms. Lazard signed into the program on September 21, 2026. Her Design Application was received by NYCDEP on June 6, 2025, and deemed complete on June 23, 2025. Her septic system design was recommended for NYCDEP Design Approval on July 8, 2025. Ms. Lazard's two-year deadline is September 21, 2028. Her proposed septic system will serve a two-bedroom house. Major components of this system include a 1,000-gallon septic tank, 176 linear feet of gravity pipe, an effluent filter, one distribution box, 135 cubic yards of absorption fill material, 160 linear feet of absorption trench, 55 linear feet of curtain drain, 76 linear feet of curtain drain outlet pipe, 55 linear feet of swale, two cleanouts, 155 linear feet of access road, remove eight trees, set the septic tank with a large excavator and site restoration. LaFever Excavating Inc. submitted a quote of $34,460.00 to the homeowner. This amount is within 10% pf 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 Carolyn Lazard in the amount not to exceed $34,460.00 to build her septic system.

A. **Lost Clove Ventures, LLC (Val D'isere) Over $30,000.00:** The Val D'isere is located at 8 Church Road, Big Indian, New York 12410 in the Town of Shandaken. This project is eligible for 100% reimbursement under the Expanded Septic Program. CWC staff determined that the septic system is likely to fail. The engineer is Brinnier & Larios, P.C. The contractor is Evergreen Mountain Contracting. Bryan Murphy, Representative of Lost Clove Ventures, LLC, signed into the program on August 27, 2026. His septic system design was recommended for NYCDEP Design Approval on August 4, 2026. The two-year project deadline is August 27, 2028. The proposed septic system will serve a restaurant and market with seven bedrooms of workforce housing. The design flow is 3,825 gallons per day. Major components of this system include one 6,000-gallon septic tank, one 2,000-gallon H20 grease trap, one duplex pump chamber, 91 linear feet of six-inch Schedule 89 pipe, 152 linear feet of force main, two distribution boxes, two effluent filters, 6,480 square feet of conventional absorption beds, two six-inch cleanouts, six cast iron risers, five riser sections, two H20 clean out risers, spread and reclaim excess material and site restoration. Three quotes were submitted to the owner for this project. They were

$150,419.62, $153,145.14 and $159,250.56. The lowest quote, submitted by Evergreen Mountain Contracting, 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 Lost Clove Ventures, LLC in the amount not to exceed $150,419.62 to build their septic system.

B. **Sead Celic Additional Cost:** Mr. Celic's residence is located at 53 Sunrise Drive, Woodbourne, New York 12788 in the Town of Neversink. The engineer is Peak Engineering, PLLC. The contractor is D&S General Contractor. This project was previously approved for $34,800.00. Bedrock was encountered during installation of the tanks and effluent line. The contractor had to hammer for 20.7 hours to attain necessary depth. He is also asking for costs of an additional 443.48 tons of absorption fill material, which converts to 591 cubic yards. The engineer says that costs for rock hammering are reasonable but extra absorption fill material was not necessary. The contractor has requested $21.187.00 for the added work. $13,800.00 for extra absorption fill material is being disallowed. $7,387.00 for rock hammering appears to be a reasonable cost. The total project cost will be $42,187.00. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Sead Celic in the amount not to exceed $7,387.00 for additional costs to build his septic system.

C. **Ashley Domers Additional Cost:** Ms. Domers' residence is located at 36 Nyari Drive, Woodstock New York 12498 in the Town of Woodstock. The engineer is Rex Sanford, P.E. The contractor is Chad Davis Contracting Inc. This project was previously approved for $39,160.26. Rock was encountered during excavation for the sewer line, septic tank and curtain drain. Three days of hammering were required to attain necessary depths. Three loads of random fill were needed for backfill. Excavated rock was spread and reclaimed on site. The contractor has requested $13,229.00 for the added work. This amount appears to be reasonable and justified. The total project cost will be $52,389.26. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Ashley Domers in the amount not to exceed $13,229.00 for additional costs to build her septic system.

D. **Kevin Mead Additional Cost:** Mr. Mead's residence is located at 13712 NY 23-A, Prattsville, New York 12468 in the Town of Prattsville. The engineer is Praetorius & Conrad, P.C. The contractor is G.R. Excavation, Inc. This project was previously approved for $85,386.58. A curtain drain was not included on the original plan. During construction it became apparent that one was needed. The engineer directed the contractor to install 50 linear feet of curtain drain. The contractor has requested $1,055.00 for the added work. This amount appears to be reasonable and justified. The total project cost will be $86,441.58. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Kevin Mead in the amount not to exceed $1,055.00 for additional costs to build his septic system.

E. **Christopher Miller Additional Cost:** Mr. Miller's residence is located at 51 Porcupine Lane, Tannersville, New York 12485 in the Town of Hunter. The engineer is David Rider, P.E. The contractor is Blue Mountain Excavation, LLC. This project was previously approved for $64,089.10. Ledge rock was encountered in

septic tank, pump chamber and curtain drain areas. The contractor had to hammer for 10 hours to attain necessary depths necessary depths for the septic tank and pump chamber and another five hours to install the curtain drain. The contractor has requested $5,343.75 for the added work. This amount appears to be reasonable and justified. This is a secondary residence eligible for 60% reimbursement. $5,343.75 X 60% = $3,206.25. The total project cost will be $67,295.35. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Christopher Miller in the amount not to exceed $3,206.25 for additional costs to build his septic system.

F. **Audrey Morales Additional Cost:** Ms. Morales' residence is located at 134 Meehan Road, Margaretville, New York 12455 in the Town of Middletown. The engineer is Rex Sanford, P.E. The contractor is Halcott Center Excavation & Landscaping LLC. This project was previously approved for $75,497.75. Rock was encountered while excavating for the septic tank and siphon chamber. The contractor had to hammer for 35 hours to attain necessary depths. Excavated rock was spread and reclaimed on site. The contractor has requested $12,918.75 for the added work. This amount appears to be reasonable and justified. The total project cost will be $88,416.50. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Audrey Morales in the amount not to exceed $12,918.75 for additional costs to build her septic system.

G. **Tara Smalls Additional Cost:** Ms. Smalls' residence is located at 22 Lake Cecil Road, Sidney Center, New York 13839 in the Town of Tompkins. The engineer is Headwaters Engineering, PLLC. The contractor is Dutcher Construction. This project was previously approved for $52,591.44. Drainage work on the upper side of the absorption field was not included in the original design. Following a storm even, erosion was found in tapers of the field. The engineer directed the contractor to install 175 linear feet of curtain drain and 20 linear feet of curtain drain outlet pipe. The contractor has requested $4,009.40 for the added work. This amount appears to be reasonable and justified. The total project cost will be $56,600.84. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Tara Smalls in the amount not to exceed $4,009.40 for additional costs to build her septic system.

H. **Mark VanGorden Additional Cost:** Mr. VanGorden's residence is located at 5 Beecchford Drive, Boiceville, New York 12412 in the Town of Olive. The engineer is Christopher DiChiaro, P.E. The contractor is Eberhardt Excavation, LLC. This project was previously approved for $33,962.61. A drainage leader line that was not visible during previous site visits was encountered during construction. The leader had to be re-routed around the new absorption area. Groundwater was encountered while excavating for the septic tank and pump chamber. Saturated material had to be removed, and suitable material was imported for backfill. The contractor has requested $4,983.92 for the added work. This amount appears to be reasonable and justified. The total project cost will be $38,946.53. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Mark VanGorden in the amount not to exceed $4,983.92 for additional costs to build his septic system.

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I. **Roberta M. Warfield Irrevocable Trust Additional Cost:** This residence is located at 424 Mohegan Trail, Margaretville, New York 12455 in the Town of Middletown. The engineer is Brinnier & Larios, P.C. The contractor is G.C. Landscaping & Excavation, Inc. This project was previously approved for $29,986.25. The existing grade dropped off considerably, requiring a larger footprint. The contractor had to bring an additional 235 cubic yards of absorption fill material, remove one tree and provide topsoil, seed and mulch over a larger area. The site has a minimal buildable area. There was not sufficient area for material staging. Additional materials were dumped off-site and brought to the absorption field area with smaller trucks. The contractor has requested $18,200.00 for the added work. This amount appears to be reasonable and justified. The total project cost will be $48,186.25. The Committee recommended that a resolution be brought before the Board of Directors to reimburse the Roberta M. Warfield Irrevocable Trust in the amount not to exceed $18,200.00 for additional costs to build their septic system.

J. **Steven Zerega Additional Cost:** Mr. Zerega's apartment building is located at 60 Bell Hill Road, Windham, New York 12496 in the Town of Windham. The engineer is Christopher DiChiaro, P.E. The contractor is L&L Earthworx, LLC. This project is eligible for 100% reimbursement under the Expanded Septic Program. It was previously approved for $91,222.53. The contractor encountered bedrock at all three tank locations. To save cost, they were able to raise tank elevations. 48 cubic yards of random fill material with two hours of extra haul time were utilized to cover the tanks. An additional sewer line from an apartment was discovered during excavation. Twenty-seven linear feet of four-inch pipe, fittings and an additional cleanout were necessary to make the connection. The contractor has requested $3,117.10 for the added work. This amount appears to be reasonable and justified. The total project cost will be $94,339.63. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Steven Zerega in the amount not to exceed $3,117.10 for additional costs to build his septic system.

K. **Jennifer Healey Second Time Repair:** Ms. Healey's residence is in the Town of Walton, Section, Block and Lot number 296-1-11. This project was paid for in 2016 under the Priority 9 Program. Sewage is surfacing in the absorption field area. Exploratory work needs to be done to determine the extent of repairs. The absorption field may need replacement. The owner had maintenance pump outs done in 2022 and 2026. The Committee recommended that a resolution be brought before the Board of Directors to approve Jennifer Healey for a second time repair.

L. **Peg Merrill Second Time Repair:** Ms. Merrill's residence is in the Town of Hamden, Section, Block and Lot number 211-1-10.11. This project was paid for in 2010 under the Priority 7 Program. A second time repair was approved in 2024 for a pump replacement. A new pump was installed at that time. There are issues with the system again. Part of the pipe from the house to the septic tank runs above ground beneath a deck. It is unevenly pitched and causes slow drains. It froze last winter. The pipe needs to be replaced and buried. The pump alarm rings intermittently. It needs to be diagnosed and necessary components replaced. The owner had a maintenance pump out in 2024. The Committee recommended that a resolution be brought before the Board of Directors to approve Peg Merrill for a second time repair.

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M. **John Rolland Second Time Repair:** Mr. Rolland's residence is in the Town of Delhi, Section, Block and Lot number 172-1-22. This project was paid for in 2016 under the Priority 9 Program under. The pipe from the house to the septic tank had to be replaced. A cleanout and riser were installed. The owner claims to have had two maintenance pump outs. We have none on record. The Committee recommended that a resolution be brought before the Board of Directors to approve John Rolland for a second time repair.

N. **Septic Maintenance:** Mitch reported that 79 pump out costs were reimbursed to property owners last month. A total of 620 pump out costs have been reimbursed this year.

O. **Septic Cluster:** Nothing to report.

P. **Septic Update:** Mitch reported that 29 septic system repair costs were reimbursed to property owners last month. Property owners have been reimbursed for 187 septic system repair costs in 2026.

Q. **Other:**

10% Contingency

Additional cost requests are brought before the Septic Committee and Board regardless of how small they are. Jason proposed a 10% contingency allowance so owners can move forward with added costs without waiting for Committee and Board approvals. Mitch added that this would be for projects approved for construction costs over $35,000.00.

John Schwartz noted that we are working through rising costs. Will this be in septic reserve funding? We are trying to keep our average replacement cost from rising as best we can.

Inness Kasanof said she has questioned a lot of additional costs in the past. Some additional costs are large. Two were on this agenda. One required a large amount of additional fill. It was a difficult site. It was hard for the contractor to give an accurate quote from the plan. The other one was with a contractor we have never worked with before. Much of the additional cost requested was disallowed after talking with the engineer. Staff review plans carefully but cannot make it to every site. Mitch noted that plans for these two projects had DEP approval.

The Committee recommended that Tim Cox draft a red-lined Program Rules amendment allowing a 10% contingency for projects with construction costs exceeding $35,000.00 for next month's Septic Committee meeting.

Pump Repairs

Every second time repair request is brought before the Septic Committee and Board of Directors. Many requests are for pump replacements, associated electrical repairs and other repairs costing under $5,000.00. To help property owners make

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these repairs faster, it was recommended that staff determine eligibility and components for second time repairs up to $5,000.00.

The Committee recommended that Tim Cox draft a red-lined Program Rules amendment to allow staff to determine second time repair eligibility and repairs costing up to $5,000.00.

Breigle Appeal:

Jason said that the Breigles were initially denied because it was more a warranty question. CWC does not warranty work done under the Septic Program. He raised the question of whether approval for a second time repair for this project might set a precedent. Program funding is for septic related issues. The Breigles' issue appears to be groundwater.

Appeal Coming Next Month

Tim informed the Committee that another appeal is coming next month. There was originally a well on the property. When municipal water became available, the owner abandoned the well and connected the house to the public water main. DEP requires decommissioning the well for full Construction Approval. The well is close to the new septic system. CWC has paid for the completed septic system components based on a Partial Construction Approval from DEP. Costs for decommissioning the well have been denied because they have nothing to do with sewage treatment.

IV. The next Septic Committee Meeting was scheduled for December 1, 2026.

V. The meeting was adjourned at 10:48 AM.

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CWC POLICY COMMITTEE

NOVEMBER 3, 2026

DRAFT MINUTES

Members Present: Shilo Williams, Richard Parete, Tina Molé, Alicia Terry, Innes Kasanof, Christopher Mathews, John Kosier, Karen Stainbrook.

I. Called to Order at 10:50 am

II. August 2026 minutes approved upon motion by Alicia Terry and second by Chris Mathews

III. Health and Safety Guidelines

Gemma Young, outgoing CWC HR Director, introduced Patrick Burlingham who is replacing her. She expressed her confidence in Patrick. Gemma, CWC Building and Grounds Manager Charles Bush reviewed the Health and Safety Guidelines. Upon motion of Alicia Terry and second by John Kosier, the Committee recommended their adoption by the CWC Board of Directors.

IV. 2027 CWC Annual Meeting

Tim Cox reviewed options for CWC's Annual Meeting of Member Towns including in April or July. After brief discussion, and upon motion of Alicia Terry and second by John Kosier, the Committee unanimously recommended that the 2027 Annual Meeting be held on July 13, 2027.

Tim Cox also reviewed CWC election schedule and the dates that would apply for the July 2027 annual meeting. Richard Parete announced that he had accepted the request of the Ulster County Executive for appointment to Ulster County Public Works Commissioner, effective November 17, 2027.

Tim Cox noted that per CWC By-Laws and the Watershed MOA if an elected CWC Director was no longer a publicly elected official, they are able to serve out their term. Richard Parete stated that it was intention if allowed by Ulster County to serve until his term expires in July 2027.

CWC Finance Meeting
November 3, 2026
DRAFT MINUTES

Attended Committee Members: Joseph Cetta, Jim Ellis, Innes Kasanof, John Kosier, Jason Merwin, Richard Parete, Karen Stainbrook, Alicia Terry, Shilo Williams

MINUTES

I. Call To Order

II. Review Minutes From Previous Meeting – Accepted as presented.

III. Review September Financial Statements - The September financial statements and the supplemental schedules were presented to the committee. Two banks agreed to increase the interest rates on our higher tiered savings and checking accounts. We should receive the 2026 audit engagement letter soon and the audit is scheduled to start February 1, 2027.

IV. Other – In October the [2027] corporate budget was presented to the committee. There was an error in the salary and compensation spreadsheet. The revisions were discussed and the committee accepted both the changes to the revised budget and the revised budget resolution which was presented at the November board meeting. The Deputy Finance Director presented information about checks issued, voids, etc. to the committee.

V. Schedule Next Meeting – The next meeting will be held on December 1, 2026.

VI. Adjournment

Public Education Committee

DRAFT MINUTES

November 3rd, 2026

Committee Members Present: Tina Molé, James Sofranko, Joseph Cetta, Innes Kasanof, Allen Hinkley, Shilo Williams, James Ellis.

The meeting was called to order at 11:30 am.

1. The October 2026 minutes were approved as submitted.
2. Public Education Program Timeline change: Jessica Fiedler explained what the current timeline for Public Education looked like, its proposed revisions, and why the newly proposed timeline would make more sense for the program moving forward. Jessica talked about the benefits of moving to this new timeline which would allow organizations to submit applications from September 1 to the first Friday in November, instead of early November to the first Friday in February. Jess then explained how the timeline change could also bring in more higher-quality applications compared to the quality of application being received now.

   John Schwartz asked about the contract invoice cycle and stated some concerns around NYCDEP's fiscal year and potential interruptions that could occur. Jason Merwin answered that CWC already has funds on hand and has planned for something like this, and then stated that CWC and NYCDEP will work on this together for future rounds.

   Innes Kasanof asked if the program would be skipped for this year. Jessica answered that this round isn't necessarily being skipped, just delayed. Jessica also stated that the change will help teachers plan their applications in the future, the delay comes with good intent. Jessica then explained a specific example of how some applicants are unable to receive their funds in time for scheduled projects because of the current timeline. Renee Alexander reinforced this by saying the outreach and communications side of the program will be improved from previous years. Jessica then explained how with the current timeline, public audience projects and student-teacher projects are "competing" for funding, because of the timeline and how school's are off during summers, when public audience projects seem to be at their peak.

   Tina Molé agreed with the new timeline and the reasoning behind it. Innes Kasanof motioned this and James (Jim) Ellis seconded the motion.

3. Public Education Program Rules discussion: Jessica Fiedler discussed the current Public Education program rules and possible changes that will be brought to the committee next month. Jessica went in-depth on the changes such as: PEAG makeup and terms, removal of pre-schools from eligible applicants, changes for minimum and maximum grant funds, and contract term. Tina Molé approved the changes, the changes will be brought to the Public Education committee in the upcoming months.
4. TIC Emergency Funds discussion: Jessica Feidler discussed the 2014 board resolution for Trout in the Classroom (TIC) Emergency funds and explained what the original resolution was for. The

original resolution was created to keep $5,000 in emergency funding for the TIC program each year, it was never brought to the board after 2014 and was forgotten about over time. Jessica broke down the costs of this fund for the past 12 years and asked for $10,000 for the fund to cover over $8,000 used by the fund over the past 12 years. James Sofranko motioned this and Jim (James) Ellis seconded.

5. Updated CWC logo/30-year logo discussion: Renee Alexander discussed the idea of a new logo for CWC, she provided 4 different logos with 3 different styles for each. Renee explained why the new logo was being discussed, with the 30 year celebration of CWC coming up, and looking to convert CWC's current colors from basic to more earthy tones to fit in more with the "watershed life" feeling. Jason Merwin expressed his interest in the new logo and asked the board members how they felt about exploring new colors for the logo, while slightly touching up the look of the logo. Innes Kasanof said she liked the logo with more earthy tones, Allen Hinkley agreed with her. There was a consensus of moving forward with the earthy tone, and bringing some options to the next board meeting for moving forward.
6. Workforce Development applicant withdrawal: Jessica Feidler explained that one of the round 2 Workforce Development approved applications, Mountain Top Arboretum, is no longer able to move forward with their project. Jessica explained that MTA alerted CWC that they had lost their arborist and will look to apply in the future if they get another one.

The meeting was adjourned at 11:54am.

Next meeting: TBC

December 1, 2026

RESOLUTION NO. 6333
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $35,000: SARAH BRONILLA

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 Fifty-Three Thousand Eight Hundred Fourteen Dollars and Ninety-Seven Cents ($53,814.97); 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 Fifty-Three Thousand Eight Hundred Fourteen Dollars and Ninety-Seven Cents ($53,814.97) 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 Fifty-Three Thousand Eight Hundred Fourteen Dollars and Ninety-Seven Cents ($53,814.97) 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 Eight Hundred Fourteen Dollars and Ninety-Seven Cents ($53,814.97).

Sarah Bronilla Over $35,000:
Address: 7047 County Highway 2, Delancey NY 13752
Town: Andes
Bedrooms: 4
Engineer: Steele Brook Engineering
Contractor: J.Mondore Excavating
Sign In Date: 1/13/25
Design Application Received By DEP: 5/23/25
Design Application Deemed Complete: 6/12/25
Date Recommended for DEP Design Approval: 7/23/25 Modified Approval: 9/16/26
2-Year Deadline: 1/13/27

The homeowner and CWC staff received three quotes from unrelated contractors for the amount of $53,814.97, $69,301.40 and $90,220.00. Major components of this system include one 1,250-gallon septic tank, a siphon chamber, 357 linear feet of gravity pipe, an effluent filter, one distribution box, 428 cubic yards of absorption fill material, 300 linear feet of absorption trench, 155 linear feet of curtain drain, 105 linear feet of curtain drain outlet pipe, 155 l.f. of swale, 95 l.f. of 6-inch boring, 15 l.f. of 6-inch sleeve and site restoration. We received a quote of $53,814.97. The low 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 for $53,814.97.

December 1, 2026

RESOLUTION NO. 6334

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

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-Two Thousand Two Hundred Sixty-One Dollars and One Cent ($62,261.01); 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 Three Hundred Fifty-Six Dollars and Sixty-One Cents ($37,356.61) 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 Three Hundred Fifty-Six Dollars and Sixty-One Cents ($37,356.61) 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 Three Hundred Fifty-Six Dollars and Sixty-One Cents ($37,356.61).

David Honig Over $35,000:
Address: 340 Crow Road, Fleischmanns NY 12430
Town: Middletown
Bedrooms: 4
Engineer: Rex Sanford P.E.
Contractor: Sam I Am Excavation & Tree Service
Sign In Date: 7/6/26
Design Application Received By DEP: 9/16/26
Design Application Deemed Complete: 10/9/26
Date Recommended for DEP Design Approval: 10/9/26
2-Year Deadline: 7/6/28

The homeowner and CWC staff received three quotes from unrelated contractors for the amount of $62,261.01, $64, 211.66 and $65,061.12. Major components of this system include a 1,250-gallon septic tank, 251 linear feet of gravity pipe, one effluent filter, one distribution box, 240 cubic yards of absorption fill material, a two-hour haul time for materials, 315 linear feet of absorption trench, 105 linear feet of curtain drain, 15 linear feet of curtain drain outlet pipe, 250 linear feet of swale, two cleanouts, 173 linear feet of access road, remove five trees, set the septic tank with a large excavator, shuttle materials, 10 linear feet of six-inch sleeve and site restoration. We received a quote for $62,261.01x60%=$37,356.61. 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 $37,356.61.

December 1, 2026

RESOLUTION NO. 6335

BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $30,000: CAROLYN LAZARD

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 Four Hundred Sixty Dollars ($34,460.00); 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 Four Hundred Sixty Dollars ($34,460.00) 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 Four Hundred Sixty Dollars ($34,460.00) 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 Four Hundred Sixty Dollars ($34,460.00).

Carolyn Lazard Over $30,000:
Address: 2088 Upper Birch Creek Road, Pine Hill NY 12465
Town: Shandaken
Bedrooms: 2
Engineer: Steele Brook Engineering PLLC
Contractor: LaFever Excavating Inc.
Sign In Date: 9/21/26
Design Application Received By DEP: 6/6/25
Design Application Deemed Complete: 6/23/25
Date Recommended For DEP Design Approval: 7/8/25
2-Year Deadline: 9/21/28

The homeowner and CWC staff received a quote from a contractor in the amount of $34,460.00. Major components of this system include a 1,000-gallon septic tank, 176 linear feet of gravity pipe, an effluent filter, one distribution box, 135 cubic yards of absorption fill material, 160 linear feet of absorption trench, 55 linear feet of curtain drain, 76 linear feet of curtain drain outlet pipe, 55 linear feet of swale, two cleanouts, 155 linear feet of access road, remove eight trees, set the septic tank with a large excavator 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 recommend to the Board of Directors that they accept this reimbursement request of $34,460.00.

December 1, 2026

RESOLUTION NO. 6336

BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $35,000: LOST CLOVE VENTURES LLC (VAL D'ISERE) - 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 three construction quotes, including the lowest quote for the septic system repair in the amount of One Hundred Fifty Thousand Four Hundred Nineteen Dollars and Sixty-Two Cents ($150,419.62); 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 Thousand Four Hundred Nineteen Dollars and Sixty-Two Cents ($150,419.62) 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 Thousand Four Hundred Nineteen Dollars and Sixty-Two Cents ($150,419.62) 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 Thousand Four Hundred Nineteen Dollars and Sixty-Two Cents ($150,419.62).

Lost Clove Ventures LLC (Val D'isere) Backup

Expanded Septic Program

Address: 8 Church Road, Big Indian NY 12410
Town: Shandaken
Use: Restaurant Market with 7 Bedrooms Workforce Housing – Design Flow: 3,825 Gallons Per Day
Engineer: Brinnier & Larios P.C.
Contractor: Evergreen Mountain Contracting
Sign In Date: 8/27/26
Design Application Received By DEP:
Design Application Deemed Complete:
Date Recommended For DEP Design Approval: 8/4/26
2-Year Deadline: 8/27/28

Property owners and CWC staff received three quotes from unrelated contractors in the amounts of $150,419.62, $153,145.14 and $159,250.56. Major components of this system include one 6,000-gallon septic tank, one 2,000-gallon H20 grease trap, one duplex pump chamber, 91 linear feet of six-inch Schedule 89 pipe, 152 linear feet of force main, two distribution boxes, two effluent filters, 6,480 square feet of conventional absorption beds, two six-inch cleanouts, six cast iron risers, five riser sections, two H20 clean out risers, spread and reclaim excess material 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 of an amount not to exceed $150,419.62.

December 1, 2026

RESOLUTION NO. 6337
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
SEAD CELIC

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 2, 2026, by Resolution Number 6130, the CWC Board approved reimbursement to Sead Celic in an amount not-to-exceed Thirty-Four Thousand Eight Hundred Dollars ($34,800.00); 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 Seven Thousand Three Hundred Eighty-Seven Dollars ($7,387.00); and

WHEREAS, the total contractor's invoices for this system are 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 Seven Thousand Three Hundred Eighty-Seven Dollars ($7,387.00); and

WHEREAS, CWC staff have determined that Forty-Two Thousand One Hundred Eighty-Seven Dollars ($42,187.00) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommends approving total reimbursement of Forty-Two Thousand One Hundred Eighty-Seven Dollars ($42,187.00) 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-Two Thousand One Hundred Eighty-Seven Dollars ($42,187.00).

Sead Celic Backup
Address: 53 Sunrise Drive, Woodbourne NY 12788
Town: Neversink
Engineer: Peak Engineering PLLC
Contractor: D&S General Contractor

This project was previously approved for $34,800.00. Bedrock was encountered during installation of the tanks and effluent line. The contractor had to hammer for 20.7 hours to attain necessary depth. He is also asking for costs of an additional 443.48 tons of absorption fill material, which converts to 591 cubic yards. The engineer says that costs for rock hammering are reasonable but extra absorption fill material was not necessary. The contractor has requested $21,187.00 for the added work. $13,800.00 for extra absorption fill material is being disallowed. $7,387.00 for rock hammering appears to be a reasonable cost. The Septic Committee recommends that the CWC Board of Directors approve an additional reimbursement of $7,387.00 for total reimbursement not-to-exceed $42,187.00.

December 1, 2026

RESOLUTION NO. 6338
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
ASHLEY DOMERS

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 April 7, 2026, by Resolution Number 5991, the CWC Board approved reimbursement to Ashley Domers in an amount not-to-exceed Thirty-Nine Thousand One Hundred Sixty Dollars and Twenty-Six Cents ($39,160.26); 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 Thirteen Thousand Two Hundred Twenty-Nine Dollars ($13,229.00); and

WHEREAS, the total contractor's invoices for this system are 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 Thirteen Thousand Two Hundred Twenty-Nine Dollars ($13,229.00); and

WHEREAS, CWC staff have determined that Fifty-Two Thousand Three Hundred Eighty-Nine Dollars and Twenty-Six Cents ($52,389.26) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommends approving total reimbursement of Fifty-Two Thousand Three Hundred Eighty-Nine Dollars and Twenty-Six Cents ($52,389.26) 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-Two Thousand Three Hundred Eighty-Nine Dollars and Twenty-Six Cents ($52,389.26).

Ashley Domers Backup
Address: 26 Nyari Drive, Woodstock NY 12498
Town: Woodstock
Engineer: Rex Sanford P.E.
Contractor: Chad Davis Contracting Inc.

This project was previously approved for $39,160.26. Rock was encountered during excavation for the sewer line, septic tank and curtain drain. Three days of hammering were required to attain necessary depths. Three loads of random fill were needed for backfill. Excavated rock was spread and reclaimed on site. The contractor has requested $13,229.00 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 $13,229.00 for total reimbursement not-to-exceed $52,389.26.

December 1, 2026

RESOLUTION NO. 6339
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
KEVIN MEADE

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 4, 2026, by Resolution Number 6191, the CWC Board approved reimbursement to Kevin Mead in an amount not-to-exceed Eighty-Five Thousand Three Hundred Eighty-Six Dollars and Fifty-Eight Cents ($85,386.58); 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 Fifty-Five Dollars ($1,055.00); and

WHEREAS, the total contractor's invoices for this system are 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 Fifty-Five Dollars ($1,055.00); and

WHEREAS, CWC staff have determined that Eighty-Six Thousand Four Hundred Forty-One Dollars and Fifty-Eight Cents ($86,441.58) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommends approving total reimbursement of Eighty-Six Thousand Four Hundred Forty-One Dollars and Fifty-Eight Cents ($86,441.58) 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-Six Thousand Four Hundred Forty-One Dollars and Fifty-Eight Cents ($86,441.58).

Kevin Meade Backup
Address: 13712 NY-23A, Prattsville NY 12468
Town: Prattsville
Engineer: Praetorius & Conrad P.C.
Contractor: G.R. Excavation Inc.

This project was previously approved for $85,386.58. A curtain drain was not included on the original plan. During construction it became apparent that one was needed. The engineer directed the contractor to install 50 linear feet of curtain drain. The contractor has requested $1,055.00 for the added work. The contractor has requested $1,055.00 for the added work. This amount appears to be reasonable and justified. The Septic Committee recommends that the CWC Board of Directors approves an additional reimbursement of $1,055.00 for total reimbursement not-to-exceed $86,441.58.

December 1, 2026

RESOLUTION NO. 6340
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE OVER $30,000 – ADDITIONAL COSTS: CHRISTOPHER MILLER

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 April 7, 2026, by Resolution Number 5996, the CWC Board of Directors approved reimbursement to Christopher Miller in an amount not to exceed Sixty-Four Thousand Eighty-Nine Dollars and Ten Cents ($64,089.10); and

WHEREAS, CWC staff has reviewed additional construction invoices, the eligible amount for the septic system repair is Three Thousand Two Hundred Six Dollars and Twenty-Five Cents ($3,206.25); 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 Three Thousand Two Hundred Six Dollars and Twenty-Five Cents ($3,206.25); and

WHEREAS, CWC staff have determined that Sixty-Seven Thousand Two Hundred Ninety-Five Dollars and Thirty-Five Cents ($67,295.35) 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 total reimbursement of Sixty-Seven Thousand Two Hundred Ninety-Five Dollars and Thirty-Five Cents ($67,295.35) 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-Seven Thousand Two Hundred Ninety-Five Dollars and Thirty-Five Cents ($67,295.35).

Christopher Miller Backup

Address: 51 Porcupine Lane, Tannersville NY 12485
Town: Hunter
Engineer: David Rider, P.E.
Contractor: Blue Mountain Excavating LLC

This project was previously approved for $64,089.10. Ledge rock was encountered in septic tank, pump chamber and curtain drain areas. The contractor had to hammer for 10 hours to attain necessary depths necessary depths for the septic tank and pump chamber and another five hours to install the curtain drain. The contractor has requested $5,343.75 for the added work. This amount appears to be reasonable and justified. This is a secondary residence eligible for 60% reimbursement. $5,343.75 X 60% = $3,206.25. The total project cost will be $67,295.35. The Committee recommended that a resolution be brought before the Board of Directors to reimburse Christopher Miller in an amount not to exceed $3,206.25 for additional costs to build his septic system.

December 1, 2026

RESOLUTION NO. 6341
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
AUDREY MORALES

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 April 7, 2026, by Resolution Number 5997, the CWC Board approved reimbursement to Audrey Morales in an amount not-to-exceed Seventy-Five Thousand Four Hundred Ninety-Seven Dollars and Seventy-Five Cents ($75,497.75); 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 Twelve Thousand Nine Hundred Eighteen Dollars and Seventy-Five Cents ($12,918.75); and

WHEREAS, the total contractor's invoices for this system are 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 Twelve Thousand Nine Hundred Eighteen Dollars and Seventy-Five Cents ($12,918.75); and

WHEREAS, CWC staff have determined that Eighty-Eight Thousand Four Hundred Sixteen Dollars and Fifty Cents ($88,416.50) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommends approving total reimbursement of Eighty-Eight Thousand Four Hundred Sixteen Dollars and Fifty Cents ($88,416.50) 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 Eighty-Eight Thousand Four Hundred Sixteen Dollars and Fifty Cents ($88,416.50).

Audrey Morales Backup
Address: 134 Meehan Road, Margaretville NY 12455
Town: Middletown
Engineer: Rex Sanford P.E.
Contractor: Halcott Center Excavation & Landscaping LLC

This project was previously approved for $75,497.75. Rock was encountered while excavating for the septic tank and siphon chamber. The contractor had to hammer for 35 hours to attain necessary depths. Excavated rock was spread and reclaimed on site. The contractor has requested $12,918.75 for the added work. This amount appears to be reasonable and justified. The Septic Committee recommends that the CWC Board of Directors approves an additional reimbursement of $12,918.75 for total reimbursement not-to-exceed $88,416.50.

December 1, 2026

RESOLUTION NO. 6342
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
TARA SMALLS

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 4, 2025, by Resolution Number 5879, the CWC Board approved reimbursement to Tara Smalls in an amount not-to-exceed Fifty-Two Thousand Five Hundred Ninety-One Dollars and Forty-Four Cents ($52,591.44); 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 Nine Dollars and Forty Cents ($4,009.40); and

WHEREAS, the total contractor's invoices for this system are 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 Nine Dollars and Forty Cents ($4,009.40); and

WHEREAS, CWC staff have determined that Fifty-Six Thousand Six Hundred Dollars and Eighty-Four Cents ($56,600.84) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommends approving total reimbursement of Fifty-Six Thousand Six Hundred Dollars and Eighty-Four Cents ($56,600.84) 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-Six Thousand Six Hundred Dollars and Eighty-Four Cents ($56,600.84).

Tara Smalls Backup
Address: 22 Lake Cecil Road, Sidney Center NY 13839
Town: Tompkins
Engineer: Headwaters Engineering PLLC
Contractor: Dutcher Construction

This project was previously approved for $52,591.44. Drainage work on the upper side of the absorption field was not included in the original design. Following a storm even, erosion was found in tapers of the field. The engineer directed the contractor to install 175 linear feet of curtain drain and 20 linear feet of curtain drain outlet pipe. The contractor has requested $4,009.40 for the added work. This amount appears to be reasonable and justified. The Septic Committee recommends that the CWC Board of Directors approves an additional reimbursement of $4,009.40 for total reimbursement not-to-exceed $56,600.84.

December 1, 2026

RESOLUTION NO. 6343
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
MARK VANGORDEN

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 5, 2026, by Resolution Number 6052, the CWC Board approved reimbursement to Mark VanGorden in an amount not-to-exceed Thirty-Three Thousand Nine Hundred Sixty-Two Dollars and Sixty-One Cents ($33,962.61); 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 Nine Hundred Eighty-Three Dollars and Ninety-Two Cents ($4,983.92); and

WHEREAS, the total contractor's invoices for this system are 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 Nine Hundred Eighty-Three Dollars and Ninety-Two Cents ($4,983.92); and

WHEREAS, CWC staff have determined that Thirty-Eight Thousand Nine Hundred Forty-Six Dollars and Fifty-Three Cents ($38,946.53) is a reasonable cost for this system in accordance with our schedule of values; and

WHEREAS, the Septic Committee has reviewed the documentation and recommends approving total reimbursement of Thirty-Eight Thousand Nine Hundred Forty-Six Dollars and Fifty-Three Cents ($38,946.53) 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 Nine Hundred Forty-Six Dollars and Fifty-Three Cents ($38,946.53).

Mark VanGorden Backup
Address: 5 Beechford Drive, Boiceville NY 12412
Town: Olive
Engineer: Christopher R. DiChiaro
Contractor: Eberhardt Excavation LLC

This project was previously approved for $52,591.44. A drainage leader line that was not visible during previous site visits was encountered during construction. The leader had to be re-routed around the new absorption area. Groundwater was encountered while excavating for the septic tank and pump chamber. Saturated material had to be removed, and suitable material was imported for backfill. The contractor has requested $4,983.92 for the added work. This amount appears to be reasonable and justified. The Septic Committee recommends that the CWC Board of Directors approves an additional reimbursement of $4,983.92for total reimbursement not-to-exceed $38,946.53.

December 1, 2026

RESOLUTION NO. 6344
BOARD APPROVAL OF SEPTIC CONSTRUCTION ESTIMATE
OVER $30,000 – ADDITIONAL COSTS:
ROBERTA M. WARFIELD IRREVOCABLE TRUST TRUST

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, the CWC staff previously approved reimbursement to Roberta M. Warfield Irrevocable Trust in the amount of Twenty-Nine Thousand Nine Hundred Eighty-Six Dollars and Twenty-Five Cents ($29,986.25); and

WHEREAS, CWC staff has reviewed an additional construction invoice of costs incurred submitted by the contractor for the septic system repair in the amount of Eighteen Thousand Two Hundred Dollars ($18,200.00) and

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

WHEREAS, the CWC staff have determined the contractor's total invoices of Forty-Eight Thousand One Hundred Eighty-Six Dollars and Twenty-Five Cents ($48,186.25) 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-Eight Thousand One Hundred Eighty-Six Dollars and Twenty-Five Cents ($48,186.25) 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-Eight Thousand One Hundred Eighty-Six Dollars and Twenty-Five Cents ($48,186.25).

Roberta M. Warfield Irrevocable Trust Backup
Address: 424 Mohegan Trail, Margaretville, NY 12455
Town: Middletown
Engineer: Brinnier & Larios P.C.
Contractor: G.C. Landscaping & Excavation Inc.

The project was previously approved for $29,986.25. The existing grade dropped off considerably, requiring a larger footprint. The contractor had to bring an additional 235 cubic yards of absorption fill material, remove one tree and provide topsoil, seed and mulch over a larger area. The site has a minimal buildable area. There was not sufficient area for material staging. Additional materials were dumped off-site and brought to the absorption field area with smaller trucks. The contractor has requested $18,200.00 for the added work. The Septic Committee recommends that the CWC Board approves an additional reimbursement of $18,200.00 for a total not to exceed $48,186.25.

December 1, 2026

RESOLUTION NO. 6345
BOARD APPROVAL OF ADDITIONAL FUNDS FOR SEPTIC CONSTRUCTION OVER $30,000: STEVEN ZEREGA - 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 May 5, 2026, by Resolution Number 6060, the CWC Board approved reimbursement to Steven Zerega in an amount not to exceed Ninety-One Thousand Two Hundred Twenty-Two Dollars and Fifty-Three Cents ($91,222.53 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 Three Thousand One Hundred Seventeen Dollars and Ten Cents ($3,117.10); 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 Ninety-Four Thousand Three Hundred Thirty-Nine Dollars and Sixty-Three Cents ($94,339.63) 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 recommends approving the total reimbursement of Ninety-Four Thousand Three Hundred Thirty-Nine Dollars and Sixty-Three Cents ($94,339.63) 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 Ninety-Four Thousand Three Hundred Thirty-Nine Dollars and Sixty-Three Cents ($94,339.63).

Steven Zerega Backup

Expanded Septic Program

Address: 60 Bell Hill Road Windham, NY 12496
Town: Windham
Engineer: Christopher DiChiaro P.E.
Contractor: L&L Earthworx LLC

The project was previously approved for $91,222.53. The contractor encountered bedrock at all three tank locations. To save cost, they were able to raise tank elevations. 48 cubic yards of random fill material with two hours of extra haul time were utilized to cover the tanks. An additional sewer line from an apartment was discovered during excavation. Twenty-seven linear feet of four-inch pipe, fittings and an additional cleanout were necessary to make the connection. The contractor has requested $3,117.10 for the added work. The Septic Committee recommends that the Board approves an additional reimbursement of $3,117.10 for total reimbursement not to exceed $94,339.63.

December 1, 2026

RESOLUTION NO. 6346

BOARD APPROVAL OF MOA SEPTIC PROGRAM - SECOND TIME REPAIR ELIGIBILITY – ROXANNE MATTICE

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, Roxanne Mattice, 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.

Roxanne Mattice

The property is located in the Town of Prattsville. This project was paid for in 1999 under our Coordinator Program. The pump has failed and has since been replaced. The homeowner claims to have had ten pump outs since the system was replaced. CWC has record of one pump out which was done in 2025.

December 1, 2026

RESOLUTION NO. 6347

BOARD APPROVAL OF MOA SEPTIC PROGRAM - SECOND TIME REPAIR ELIGIBILITY – JOANNE MCENTEE

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, Joanne McEntee, 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.

Joanne McEntee

The property is located in the Town of Hamden. This project was paid for in 2010 under our Priority 7 Program. The pump and other components have failed and have since been replaced. The homeowner has had maintenance pump outs done in 2014, 2022 and 2025.

December 1, 2026

RESOLUTION NO. 6348

BOARD APPROVAL OF MOA SEPTIC PROGRAM - SECOND TIME REPAIR ELIGIBILITY – CAROL O'SHAUGHNESSY

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, Michael Spencer, 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.

Carol O'Shaughnessy

The property is located in the Town of Conesville. This project was paid for in 2014 under our Priority 6 Program. It was approved in 2024 for a second time repair to replace the pump. The pump was replaced. The contractor noted at the time that there was infiltration from both the septic tank and pump chamber. The pump alarm has continued to ring intermittently. The pump is running too frequently. Both the septic tank and pump chamber need to be excavated. Pipes, seams and risers need to be sealed. The pump chamber may possibly need replacement. The homeowner had a maintenance pump out done in 2022.

December 1, 2026

HANDOUT RESOLUTION NO. 6349

BOARD APPROVAL OF SEPTIC MAINTENANCE OVER $1,000:
DIANE DUERR

WHEREAS, pursuant to the 2002 and subsequent Filtration Avoidance and the Septic Maintenance Contract with New York City Department of Environmental Protection, the Catskill Watershed Corporation ("CWC") shall act as program manager for the Septic Maintenance Program and implement the Program consistent with the terms of said contract; and

WHEREAS, pursuant to section 10:01:03 of the CWC Septic Maintenance Program Rules Article 10, if the total amount requested for reimbursement is more than One Thousand Dollars ($1,000.00), CWC staff shall forward the request with recommendation to the CWC Board for approval; and

WHEREAS, CWC staff has reviewed three reimbursement requests from the property owner in the amount of One Thousand Forty-Six Dollars and Twenty-Five Cents ($1,046.25); and

WHEREAS, the maintenance reimbursement request is more than One Thousand Dollars ($1,000.00); and

WHEREAS, the CWC staff have determined the eligible amount of One Thousand Forty-Six Dollars and Twenty-Five Cents ($1,046.25) to be a reasonable cost for this maintenance; and

WHEREAS, the Septic Committee has reviewed the documentation and recommend approving the reimbursements of One Thousand Forty-Six Dollars and Twenty-Five Cents ($1,046.25).

NOW, THEREFORE LET IT BE RESOLVED, that the CWC Board of Directors approves the eligible cost of this system maintenance for reimbursement to be the total not-to-exceed amount of One Thousand Forty-Six Dollars and Twenty-Five Cents ($1,046.25).

Septic Maintenance Over $1,000.00:
Diane Duerr
Address: 1900 County Highway 1, Andes NY 13731
Town: Andes
Contractor: Titan Drilling Corporation

Ms. Duerr has submitted a receipt for the following costs to pump out, located, uncover and install risers on their two septic tanks. The cost was $330.00 to locate, $880.00 to pump out, $650.00 to uncover and $232.50 to add a riser for a total of $2,092.50 x 50% = $1,046.25. Therefore, we are requesting that the Septic Committee recommend to the Board of Director's that they accept this reimbursement request of $1,046.25.

December 1, 2026

RESOLUTION NO. 6350

MOA SEPTIC PROGRAM APPEAL – JUDITH VANETTEN

WHEREAS, the Catskill Watershed Corporation ("CWC") established and administers the Septic Rehabilitation and Replacement Program ("MOA Septic Program") to replace or repair eligible septic systems, serving residences in the New York City Watershed West of the Hudson River; and

WHEREAS, the CWC staff reviewed a request from Judith VanEtten for eligibility to repair a septic system that is not functioning properly in the Windham, Greene County; and

WHEREAS, CWC staff reviewed the application and determined denied the application should be denied because pursuant to the CWC Septic Program Participation Agreement, the work is not necessary for the adequate treatment of septage; and

WHEREAS, the CWC Septic Program rules established an appeals process that permits an applicant to appeal to the CWC Board of Directors when the applicant disputes the CWC staff determination; and

WHEREAS, Ms. VanEtten timely submitted a letter appealing the determination of eligibility; and

WHEREAS, the MOA Septic Program rules provides that the CWC Board of Directors may reverse the decision to deny reimbursement in whole or in part in the following instances:

a) The applicant was wrongly deemed ineligible;
b) The applicant was wrongly denied reimbursement, in whole or in part, based upon an incorrect determination that the work for which reimbursement is sought was not necessary.
c) The applicant was wrongly denied reimbursement, in whole or in part, based upon an incorrect determination that the cost of the work for which reimbursement is sought is not reasonable.
d) There are special circumstances involved which warrant eligibility to the program or that warrant reimbursement; and

WHEREAS, CWC Septic Committee will review the appeal at the December 1, 2026 meeting.

NOW, THEREFORE, LET IT BE RESOLVED, that the CWC Board of Directors has reviewed the MOA Septic Reimbursement Program Appeal and makes the following determination:

☐ Denies the Appeal

☐ Grants the Appeal

Ms. VanEtten
Address: 3 High Ridge Road, Hensonville NY 12439
Town: Windham

Ms. Van Etten, the property owner, is appealing to the CWC's denial of reimbursement of 60% of the costs to decommission an unused well. The property is connected to municipal water. NYCDEP conditioned their Regulatory Construction Approval for septic construction upon decommissioning of a well that per the owner has never been used for potable water. CWC denied the costs of decommissioning because the costs are not related to the adequate treatment of septic, per CWC Program Rules. NYCDEP did issue a partial construction approval for the system as construction, allowing CWC to provide reimbursement for work done to date, not including the well. The homeowner filed the attached appeal.

The CWC Septic Committee will review the appeal on December 1, 2026.

CWC
669 County Highway 38, Suite 1
Arkville, NY 12406
(845) 586-1400, Fax (845) 586-1401

CWC SEPTIC PROGRAM
REIMBURSEMENT APPEAL

An applicant who believes that all or part of his / her application for reimbursement under this program was wrongly denied may request a review of the disputed claim(s) by the CWC Board of Directors. The applicant shall submit a written appeal to the President of the CWC, by certified mail, return receipt requested. The CWC Board shall address each appeal no later than the next regularly scheduled CWC Board meeting occurring at least fifteen (15) days after CWC's receipt of the written appeal.

The decision of the CWC Board of Directors after appeals is final and is not subject to further review.

Type of Appeal being Requested *(check one box that applies)*:

☐ Reimbursement Application was Partially Approved

☒ Reimbursement Application was Disapproved

1) A. NAME OF APPLICANT (*OWNER*): Van Etten (*Last*) Judith (*First*)

B. TAX IDENTIFIATION NUMBER OF PROPERTY: 96.14-2-25

2) MAILING ADDRESS: 11 Van Etten Lane Lake Katrine, NY 12449

3) TELEPHONE: Day (845) 416-7489 Fax ( )

3) STREET ADDRESS of SEPTIC SYSTEM (*if different than mailing address*):
3 High Ridge Road, Hensonville, NY 12439

4) REASON FOR APPEAL:
The CWC Board may wholly or partly reverse the decision to deny reimbursement in four instances. Check each reason that applies to this appeal. Attach any documentation that supports this appeal.

1. _____ The applicant was wrongly deemed ineligible.

2. _____ The applicant was wrongly denied reimbursement, in whole or in part, based upon an incorrect determination that the work for which reimbursement is sought was not necessary.

3. _____ The applicant was wrongly denied reimbursement, in whole or in part, based upon an incorrect determination that the cost of the work for which reimbursement is sought is not reasonable.

4. ✓ There are special circumstances involved that warrant reimbursement of costs which otherwise would be deemed unreasonable. Describe: see attached letter

THIS SECTION TO BE COMPLETED BY CWC:
[ ] APPROVED SIGNATURE _____ DATE _____
[ ] DISAPPROVED TITLE _____
[ ] PARTIALLY APPROVED, SEE ATTACHED

11 Van Etten Lane

Lake Katrine, New York 12449

October 31, 2026

Timothy Cox, Corporate Council

Catskill Watershed Corporation

669 County Highway 38, Suite 1

Arkville, NY 12406

RE: Septic Appeal

Dear Mr. Cox,

We spoke on the telephone recently and you heard my woes about the costs for abandoning a well on my property. That is the reason for this letter.

I am an 80 year old widow living on a fixed income. I purchased the house in Hensonville for my son and his family to live in. They do not pay me any rent and I do not make any income from that property.

We recently completed a new septic system at the behest of the CWC. It was a process fraught with delays beyond my control. I had to opt out of the program at one point and rejoin the following year. Even though the CWC shared costs with me the overall expenditure was quite substantial. My retirement budget was not prepared to install a new septic system.

The house has an existing well that has never been utilized. When my son moved in we immediately connected to town water and that has been used ever since.

I understand the NYSDEC requires the well to be decommissioned. The expense to me for that will be a struggle financially.

It seems logical to me that the agency (CWC) concerned with protecting the watershed and ground waters should share some responsibility in helping me do just that by abandoning that well.

I would be extremely grateful if you reconsidered my appeal for some financial assistance.

Thank you for your attention to this matter.

Sincerely,

Judith A. Van Etten

RECEIVED
2026

December 1, 2026

RESOLUTION NO. 6351

CWC BOARD APPROVAL OF
FOURTH AMENDMENT TO MOA 145 PROGRAM AGREEMENT –
CWC REGULATORY STORMWATER REIMBURSEMENT PROGRAM

WHEREAS, on January 21, 1997, the Catskill Watershed Corporation (CWC), the City of New York (City) entered into a Memorandum of Agreement regarding the City's watershed protection program by and among the City, the State of New York, the United States Environmental Protection Agency ("EPA"), the Coalition of Watershed Towns, CWC, watershed counties, towns and villages, and certain environmental groups (the "Watershed MOA"); and

WHEREAS, the City has promulgated *Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and its Sources*, 10 NYCRR Part 128-1.1 *et seq.*; 15 RCNY Chapter 18-11, *et seq*. (the "Watershed Regulations"); and

WHEREAS, Section 18-39 of the Watershed Regulations requires a property owner to prepare and implement stormwater pollution prevention plans ("SWPPPs"), which are subject to the review and approval of DEP, for certain construction activities located within the watershed of the City's drinking water supply (the "Watershed"); and

WHEREAS, since 1997, CWC has managed and administered a program established pursuant to Paragraph 128 of the Watershed MOA, known as the West of Hudson Future Stormwater Controls Program (the "Future Stormwater" or "MOA 128 Program") for the design, implementation and maintenance of new stormwater measures pursuant to SWPPPs required solely by Section 18-39(b)(3) of the Watershed Regulations, and not otherwise required by State or federal law, with respect to certain construction projects in the Watershed located west of the Hudson River in the New York counties of Greene, Delaware, Ulster, Schoharie, and Sullivan (the "West of Hudson Watershed"); and

WHEREAS, pursuant to Paragraph 128 of the Watershed MOA, the City and CWC entered into an agreement in 1997 (Contract ID 82697CATWAT3 and Registration No. 97B4832) ("1997 Agreement"), which has now expired, under which the City provided $31,700,000 in funding and CWC has managed and administered a program, known as the West of Hudson Future Stormwater Controls Program (the "Future Stormwater Controls Program"); and

WHEREAS, pursuant to section 3.5 of the 2017 New York City Filtration Avoidance Determination prepared by the New York State Department of Health in consultation with the United States Environmental Protection Agency (the "2017 FAD") and section 2(g)(i) of the Third Supplement to the December 2010 Agreements Among West of Hudson Stakeholders: Commitments Relating to the 2017 FAD (the "2017 FAD Side Agreement"), the Parties entered into an agreement dated November 26, 2018 ("CAT-482") whereby the City provided an additional $4,720,869 in funding for CWC to continue administering and implementing the MOA 128 Future

Stormwater Controls Program; and

WHEREAS, as set forth in Paragraph 145 of the Watershed MOA, entitled "Future Stormwater Controls Paid for by the City: Single-Family Houses, Small Businesses, Low-Income Housing," the City has agreed to pay for certain costs of stormwater measures pursuant to SWPPs and Individual Residential Stormwater Permits ("IRSPs") required by the Watershed Regulations that are not otherwise required by State and/or federal law (the "MOA 145 Stormwater Program"); and

WHEREAS, pursuant to section 2(g)(i) of the 2017 FAD Side Agreement, the Parties agreed to enter into an agreement dated September 21, 2018, as subsequently amended ("CAT-449"), to enable CWC to administer and implement the MOA 145 Program in the West of Hudson Watershed, and the Parties now amend CAT-449 by this Amendment; and

WHEREAS, pursuant to the December 2025 Fourth Supplemental Agreement Among West of Hudson Watershed Stakeholders ("Fourth Supplemental Agreement"), DEP and CWC committed to exploring "a potential combination of the MOA 128 and MOA 145 Stormwater Programs into one funding contract to ensure more efficient management or a potential termination of each program to create a new program."

WHEREAS, pursuant to the December 2025 Fourth Supplemental Agreement, CWC committed to reallocate $3,000,000.00 for new stormwater projects, and by CWC Board Resolution 5974 unanimously passed on February 3, 2026 reallocated such funds; and

WHEREAS, pursuant to the December 2025 Fourth Supplemental Agreement, DEP also committed to initiate a $3,000,000.00 amendment to CATWAT 3 for new stormwater projects; and

WHEREAS, despite DEP's best efforts, an amendment to CATWAT3 could not be initiated and despite diligent efforts of the parties to negotiate a new MOA 128 contract that allocates this $3,000,000.00 to new stormwater projects, the parties failed to reach an agreement; and

WHEREAS, instead of negotiating a new MOA 128 contract to provide additional funding to the MOA 128 Program, the Parties desire, for efficiency purposes, to combine the MOA 128 Program and the MOA 145 Program into a single Regulatory Stormwater Reimbursement Program ("the Program") to be administered by CWC under the MOA 145 Agreement, removing differences in applicant eligibility requirements, and CWC and the City will concurrently pursue a ten-year contract for the Program that increases DEP's commitment under the Fourth Supplemental Agreement to at least $6,000,000.00 for new stormwater projects; and

WHEREAS, this $6,000,000.00 in funding will be in addition to any other amounts necessary to support the Program for a ten-year period.

NOW THEREFORE, the CWC Board of Directors authorizes the Executive Director to execute the Fourth Amendment to the MOA 145 Program Agreement to combine the Future Stormwater and MOA 145 Programs to create the CWC Regulatory Stormwater Reimbursement Program to provide continued funding and efficiency in administration of both programs.

FOURTH AMENDMENT TO THE
AGREEMENT BETWEEN THE
NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND THE
CATSKILL WATERSHED CORPORATION
(MOA 145 PROGRAM) (Contract CAT-449)

THIS AMENDMENT ("Amendment") is made the ___ day of _____ 202__, by and between **THE CITY OF NEW YORK**, a municipal corporation of the State of New York, having its principal office at City Hall, New York, New York 10007 (the "City"), acting by and through the **NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION**, having its principal office at 59-17 Junction Boulevard, Flushing, New York 11373 ("DEP"), and **THE CATSKILL WATERSHED CORPORATION** ("CWC"), an independent locally-based and locally administered not-for- profit corporation, 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 CWC being collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, on January 21, 1997, the City entered into a Memorandum of Agreement regarding the City's watershed protection program by and among the City, the State of New York, the United States Environmental Protection Agency ("EPA"), the Coalition of Watershed Towns, CWC, watershed counties, towns and villages, and certain environmental groups (the "Watershed MOA"); and

WHEREAS, the City has promulgated *Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and its Sources*, 10 NYCRR Part 128-1.1 *et seq.*; 15 RCNY Chapter 18-11, *et seq*. (the "Watershed Regulations"); and

WHEREAS, Section 18-39 of the Watershed Regulations requires a property owner to prepare and implement stormwater pollution prevention plans ("SWPPPs"), which are subject to the review and approval of DEP, for certain construction activities located within the watershed of the City's drinking water supply (the "Watershed"); and

WHEREAS, since 1997, CWC has managed and administered a program established pursuant to Paragraph 128 of the Watershed MOA, known as the West of Hudson Future Stormwater Controls Program (the "MOA 128 Program") for the design, implementation and maintenance of new stormwater measures pursuant to SWPPPs required solely by Section 18-39(b)(3) of the Watershed Regulations, and not otherwise required by State or federal law, with respect to certain construction projects in the Watershed located west of the Hudson River in the New York counties of Greene, Delaware, Ulster, Schoharie, and Sullivan (the "West of Hudson Watershed"); and

WHEREAS, pursuant to Paragraph 128 of the Watershed MOA, the City and CWC entered into

an agreement in 1997 (Contract ID 82697CATWAT3 and Registration No. 97B4832) ("1997 Agreement"), which has now expired, under which the City provided $31,700,000 in funding and CWC has managed and administered a program, known as the West of Hudson Future Stormwater Controls Program (the "Future Stormwater Controls Program"); and

WHEREAS, pursuant to section 3.5 of the 2017 New York City Filtration Avoidance Determination prepared by the New York State Department of Health in consultation with the United States Environmental Protection Agency (the "2017 FAD") and section 2(g)(i) of the Third Supplement to the December 2010 Agreements Among West of Hudson Stakeholders: Commitments Relating to the 2017 FAD (the "2017 FAD Side Agreement"), the Parties entered into an agreement dated November 26, 2018 ("CAT-482") whereby the City provided an additional $4,720,869 in funding for CWC to continue administering and implementing the MOA 128 Future Stormwater Controls Program; and

WHEREAS, as set forth in Paragraph 145 of the Watershed MOA, entitled "Future Stormwater Controls Paid for by the City: Single-Family Houses, Small Businesses, Low-Income Housing," the City has agreed to pay for certain costs of stormwater measures pursuant to SWPPs and Individual Residential Stormwater Permits ("IRSPs") required by the Watershed Regulations that are not otherwise required by State and/or federal law (the "MOA 145 Stormwater Program"); and

WHEREAS, pursuant to section 2(g)(i) of the 2017 FAD Side Agreement, the Parties agreed to enter into an agreement dated September 21, 2018, as subsequently amended ("CAT-449"), to enable CWC to administer and implement the MOA 145 Program in the West of Hudson Watershed, and the Parties now amend CAT-449 by this Amendment; and

WHEREAS, pursuant to the Fourth Supplemental Agreement Among West of Hudson Watershed Stakeholders ("Fourth Supplemental Agreement"), DEP and CWC committed to exploring "a potential combination of the MOA 128 and MOA 145 Stormwater Programs into one funding contract to ensure more efficient management or a potential termination of each program to create a new program."

WHEREAS, pursuant to the Fourth Supplemental Agreement, CWC committed to reallocate $3,000,000.00 for new stormwater projects, and by CWC Board Resolution 5974 unanimously passed on February 3, 2026 reallocated such funds; and

WHEREAS, pursuant to the Fourth Supplemental Agreement, DEP also committed to initiate a $3,000,000.00 amendment to CATWAT 3 for new stormwater projects; and

WHEREAS, despite DEP's best efforts, an amendment to CATWAT3 could not be initiated and despite diligent efforts of the parties to negotiate a new MOA 128 contract that allocates this $3,000,000.00 to new stormwater projects, the parties failed to reach an agreement; and

WHEREAS, instead of negotiating a new MOA 128 contract to provide additional funding to the MOA 128 Program, the Parties desire, for efficiency purposes, to combine the MOA 128 Program and the MOA 145 Program into a single Regulatory Stormwater Reimbursement Program ("the Program") to be administered by CWC under the MOA 145 Agreement, removing differences in applicant eligibility requirements, and the Parties will concurrently pursue a ten-year contract for the Program that increases DEP's commitment under the Fourth Supplemental Agreement to at least $6,000,000.00 for new stormwater projects; and

WHEREAS, this $6,000,000.00 in funding will be in addition to any other amounts necessary to support the Program for a ten-year period.

NOW THEREFORE, in consideration of the promises and respective representations and covenants contained in the Agreement, the Parties mutually agree as follows (all capitalized terms used herein without definition shall have the respective meanings assigned to them in the CAT-449 Agreement):

1. Section 1.01 is deleted and replaced with the following:

   Section 1.01. Regulatory Stormwater Reimbursement Program Management and Administration.

2. In accordance with the terms of this Agreement, the City hereby retains CWC to manage and administer the Program for Eligible Property Owners (defined below in Section 2.01) in the West of Hudson Watershed (the "Program Work," as more fully described in Article 2). Upon the Commencement Date, as further defined below, CWC shall begin all Program Work hereinafter specified and pursue all Program Work to completion set forth in Article 3.

3. Section 2.01 is deleted and replaced with the following:

   Section 2.01. General Description of Program.

   CWC shall manage and administer the Program, as set forth below, to pay for the costs of new stormwater measures, or maintenance thereof, in the West of Hudson Watershed required solely by Section 18-39(b) or Section 18-39(e)(1) of the Watershed Regulations that are incurred by eligible property owners or project sponsors (collectively, "Eligible Property Owners" or "Eligible Property Owner," when singular). The Parties agree that applicants should communicate with CWC about matters relating to CWC funding and, primarily, with DEP about matters relating to DEP's regulatory reviews and approvals to assist applicants undertaking

regulated activities to comply with the stormwater provisions of the Watershed Regulations.

4. Section 2.02 is deleted and replaced with the following:

Section 2.02 Program Notifications, Applications, and Eligible Costs

(1) Notifications: When a property owner that is required to design, implement and maintain a SWPPP under Section 18-39(b) or IRSP under Section 18-39 (e)(1) of the Watershed Regulations submits a SWPPP or IRSP Application to DEP, DEP shall notify CWC of the application and shall provide CWC with a copy of such application. CWC shall promptly provide to a potential applicant information about the Program and the Program Application (as defined in Section 2.02 (2) below) process.

(2) Program Application: CWC shall require each Eligible Property Owner to submit to CWC a Program Application for Program Funds to cover Payable Stormwater Costs, as defined below. CWC shall review the Program Application and either notify the Eligible Property Owner that the Program Application is complete or that further information is needed in order for the Program Application to be deemed complete. CWC shall set forth in the Program Rules, as defined below, the form of and information to be included in the Program Application.

(3) Individual Residence Eligibility: An IRSP applicant approved by DEP for an IRSP, or, where DEP ultimately determines that an IRSP is not required under the Watershed Regulations, an applicant incurring costs in demonstrating that no IRSP is required, shall also qualify for the Program.

(4) Payable Stormwater Costs: CWC shall pay an Eligible Property Owner, out of Program Funds, one hundred percent (100%) of the Payable Stormwater Costs for the SWPPP or IRSP, determined in accordance with subparagraphs 2.03(B)(12) and (13) below, which the Parties agree represent the incremental costs for the design, implementation and maintenance of a SWPPP or IRSP required by Section 18-39(b) and Section (e)(1) of the Watershed Regulations, and not otherwise required by State or federal law ("Payable Stormwater Costs").

5. 2.03 is deleted and replaced with the following:

Section 2.03. Development of Program Rules.

A. CWC in consultation with DEP will revise existing MOA 128/145 Program Rules to reflect a single merged Program that provides for the implementation, management and administration of the Program and the disbursement of Program Funds for Payable Stormwater Costs to Eligible Property Owners, within three (3) months from the Effective Date. Future modifications of the Program Rules may be developed by CWC in consultation with DEP.

B. Program Rules Amendments shall include, but not be limited to, the following:

(1) The definitions applicable to the Program.

(2) The form of and information to be included in the Program Application.

(3) The requirement that an eligible applicant identify the total amount to be paid for design work performed for an approved SWPPP required solely by Section 18-39(b) of the Watershed Regulations or stormwater pollution prevention measures pursuant to an approved IRSP required solely by Section 18-39(e)(1) of the Watershed Regulations, and shall provide invoice(s) evidencing such total cost to CWC

(4) The requirement that payments from Program Funds shall not total more than a certain percentage of the Eligible Stormwater Costs and final payment shall not be made until after DEP has issued an acceptance of the installation of the erosion control and stormwater management measures (the "Final Construction Approval") pursuant to the approved SWPPP or IRSP. When the Final Construction Approval is issued by DEP, the remaining percentage of the Eligible Stormwater Costs shall be paid by CWC from Program Funds to the eligible applicant.

(5) A provision that, once implementation of the SWPPP or IRSP commences, the eligible applicant may, at its option, submit a request to CWC for partial payment of Payable Stormwater Costs related to the installation of erosion control and stormwater management measures pursuant to the approved SWPPP or IRSP, as applicable.

(6) A provision that, when a request for partial payment of Payable Stormwater Costs is submitted by an eligible applicant, CWC shall notify DEP, which may, at its option, inspect the progress of the SWPPP or IRSP implementation.

(7) A requirement that a request for partial payment must be accompanied by all invoices for the Payable Stormwater Costs covered by the request, and a further requirement that the applicant provide CWC with such additional supporting documentation as CWC reasonably requires, which may include, but not necessarily be limited to, copies of purchase orders, paid bills, canceled checks, and certified payroll and machinery use records.

(8) A provision that, if changes are required to the SWPPP or IRSP during implementation and construction because of a change in design or because the SWPPP or IRSP proves ineffective in minimizing the discharge of pollutants from the site, and such changes are approved by DEP, any resulting increase in Payable Stormwater Costs is eligible for reimbursement by CWC from Program Funds.

(9) A provision that payments shall be made by CWC from Program Funds to the eligible applicant in the form of a check in the proper amount, made payable to the applicant or a two-party check made payable to the applicant and its design professional or contractor, where requested by the applicant. The invoiced amount, less any amounts withheld pursuant to Subsection 2.03(B)(4), shall be paid from Program Funds by CWC to the eligible applicant within 90 days of CWC's receipt of an appropriate invoice and back-up material.

(10) A provision that CWC's obligation to pay for Payable Stormwater Costs from Program Funds is contingent upon the applicant's submission of invoices, back-up materials, reconciliations and other documents requested by CWC, and upon CWC approval of the amount of the Payable Stormwater Costs.

(11) A provision that eligible costs include but are not limited to design fees, cost of easements, legal fees, construction costs, cost of land purchase, and operation and maintenance costs.

(12) A provision describing how "Payable Stormwater Costs" are to be determined for a project where a State/federal SWPPP is required to be prepared and a Notice of Intent is required to be filed, and a DEP SWPPP approval is also required. Where applicable, Payable Stormwater Costs shall be used to determine Payable Stormwater Costs. The determination of Payable Stormwater Costs shall be based on the following:

(a) "Payable Stormwater Costs" shall presumptively be fifty percent (50%) of all actual and reasonable costs of designing and implementing the SWPPP ("SWPPP Costs"). An applicant may instead request a determination of incremental costs, in lieu of the fifty percent (50%) presumption provided for in this paragraph, by submitting an itemized list of SWPPP Costs and requirements that are attributable to the Watershed Regulations and not otherwise required by federal and/or State law. Based on such an itemized list, the CWC Board, in its sole discretion, may determine that Payable Stormwater Costs are greater than or less than fifty percent (50%) of SWPPP Costs; such a determination by CWC shall be binding on an applicant who has requested a determination of incremental costs.

(b) For projects that require an individual stormwater SPDES permit from New York State Department of Environmental Conservation, Payable Stormwater Costs shall presumptively be thirty-five percent (35%) of all actual and reasonable SWPPP Costs. An applicant may instead request determination of incremental costs, in lieu of the thirty five percent (35%) presumption provided for in this subparagraph, by submitting an itemized list of SWPPP Costs and requirements that are attributable to the Watershed Regulations and not otherwise required by federal and/or State law. Based on such an itemized list, the CWC Board, in its sole discretion, may determine that Payable Stormwater Costs are greater than or less than thirty-five percent (35%) of SWPPP Costs; such a determination by CWC shall be binding on an applicant who has requested a determination of incremental costs.

(13) A provision specifying that Payable Stormwater Costs from the Program Funds do not include:

(a) interest;

(b) litigation expenses;

(c) fees associated with applying for Payable Stormwater Costs; and

(d) costs associated with or resulting from project delays.

(14) A provision that the Program is only open to eligible applicants in the West of Hudson Watershed.

6. In Section 2.05, replace the phrase "this Agreement or the MOA 128 Program" with "the Program".

7. In Article 3, replace the term "the MOA 145 Program" with "the Program".

8. The first sentence of Section 3.01.B(2) of the CAT-449 Agreement is hereby amended to increase the available balance of uncommitted Program Funds held by CWC from the existing "One Million Dollars ($1,000,000)" to "Five Million Dollars ($5,000,000.00)".

9. The Agreement is amended by adding following by deleting Section 9.04 and replacing it with the following:

Section 9.04. Procedure Upon Termination of Agreement.

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

A. CWC shall not incur any further obligation pursuant to this Agreement. CWC shall be entitled to retain Program Funds in the amount necessary to pay obligations necessarily incurred by CWC in accordance with this Agreement pursuant to Subcontracts or written agreements with applicants entered in good faith prior to the effective date of expiration or termination. For the avoidance of doubt, the Parties agree that CWC shall also be entitled to retain funds provided through prior agreements CATWAT3 and CAT-482, plus interest accrued thereon.

B. CWC shall account under Subsection 5.04(C) for all remaining Program Funds in its possession. Upon registration of a successor agreement, CWC shall return to DEP all remaining Program Funds, except for the amount permitted to be retained under Subsections "A" above and "C" below, within forty-five (45) calendar days following CWC's receipt of the initial payment under the successor agreement. DEP will not issue additional payments under the successor agreement until CWC returns all remaining Program Funds to DEP pursuant to this Subsection.

C. CWC shall be entitled to be compensated out of Program Funds for its reasonable Administrative Costs actually incurred in connection with the close-out procedures set forth in this Section.

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 the Program, or were otherwise not authorized under this Agreement, such amount shall be reimbursed to DEP within thirty (30) days of receipt by CWC of DEP's demand therefor.

10. All the terms and conditions of the CAT-449 Agreement not expressly and specifically modified by this Fourth Amendment shall remain in full force and effect and shall govern the relationship of the Parties for the term set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

THE CITY OF NEW YORK, by and through **THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: _____
Name: Joseph Vaicels, Assistant Commissioner
Title: Agency Chief Contracting Officer

CATSKILL WATERSHED CORPORATION

By: _____
Name: Jason Merwin
Title: Executive Director

APPROVED AS TO FORM AND CERTIFIED AS TO LEGAL AUTHORITY

_____
Acting Corporation Counsel of New York

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

) ss.:

COUNTY OF QUEENS)

On this _____ day of _____, 202_, before me personally came Joseph Vaicels to me known, who being by me duly sworn, did depose and say that she is the Agency Chief Contracting Officer of the Department of Environmental Protection of the City of New York, the individual described in and who executed the foregoing instrument, and that he signed her name thereto as authorized by said municipal corporation.

Notary Public_____

STATE OF NEW YORK)

) ss.:

COUNTY OF DELAWARE)

On this _____ day of _____, 202_, before me personally came Jason Merwin to me known, who being by me duly sworn did depose and say that she is Executive Director of the Catskill Watershed Corporation, the individual described herein and who executed the foregoing instrument, and that he/she signed his/her name hereto as authorized by said Corporation.

Notary Public_____

December 1, 2026

RESOLUTION NO. 6352

INFORMATION TECHNOLOGY AND NETWORKING CONSULTANT

2026 RENEWAL AGREEMENT, ADDITIONAL SERVICES

AND ADDITIONAL COSTS

WHEREAS, the Catskill Watershed Corporation (CWC) is a not-for-profit local development corporation; and

WHEREAS, pursuant to CWC Fiscal Policies, consultant agreements of Ten Thousand Dollars ($10,000.00) or greater must be approved by resolution of the CWC Board of Directors; and

WHEREAS, pursuant to the CWC procurement policy personal service contracts likely to exceed Twenty-Five Thousand Dollars ($25,000.00), shall be made on a competitive basis unless specifically exempted by the procurement policies; and

WHEREAS, on November 6, 2019, CWC issued a request for proposal for an information technology and networking consultant for installation services for current and new networking equipment, 24 hour/ seven days a week support services, including a four-hour response time to deliver parts and service, as well as network setup and support, and Wi-Fi installation and support at CWC's new headquarters building; and

WHEREAS, on December 3, 2019, by Resolution Number 3663, the CWC Board of Directors recommended entering into an agreement with IITS Networks Automation Group in an amount not to exceed Eighteen Thousand Six Hundred Dollars ($18,600.00) for information technology and networking consultant as described in the November 6, 2019, request for proposals, for a period of one year; and

WHEREAS, on January 5, 2021, by Resolution 3977, the CWC Board of Directors authorized an agreement for calendar year 2021 with IITS Networks Automation Group is for an updated annual cost of not to exceed Twenty Thousand Five Hundred Twenty Dollars ($20,520.00); and

WHEREAS, on January 4, 2022, by Resolution 4294, the CWC Board of Directors authorized an agreement for calendar year 2022 in the amount not to exceed Twenty-Two Thousand Dollars ($22,000.00), inclusive of out-of-scope services.

WHEREAS, on December 6, 2022, by Resolution 4628, the CWC Board of Directors authorized an agreement for calendar year 2023 in the amount not to exceed Twenty-Two Thousand Dollars ($24,000.00), inclusive of out-of-scope services.

WHEREAS, on January 6, 2024, by Resolution 5145, the CWC Board of Directors authorized an agreement for calendar year 2024 in the amount not to exceed Thirty Thousand Six Hundred Forty-Two Dollars ($30,642.00), inclusive of out-of-scope services.

WHEREAS, on December 3, 2024, by Resolution 5557, the CWC Board of Directors authorized an agreement for calendar year 2025 in the amount not to exceed Thirty-Three Thousand Four Hundred Seventy-Four Dollars ($33,474.00), inclusive of out-of-scope services; and

WHEREAS, on October 7, 2025, by Resolution 5866, the CWC Board of Directors authorized an agreement for the remainder of calendar year 2025 and 2026 in the amount not to exceed Seventy-Five Thousand Seven Hundred Five Dollars ($75,705.00); and

WHEREAS, IITS has performed additional out of scope work and hardware purchases and the Finance Committee recommended adding an additional Thirty-Six Thousand Three Hundred Sixty-Five Dollars ($36,365.00) to the agreement for a total amount not to exceed One Hundred Twelve Thousand Seventy Dollars ($112,070.00) for the remainder of 2026.

NOW THEREFORE BE IT RESOLVED, that the CWC Board of Directors authorize the President and/or Executive Director to increase the agreement with IITS Networks Automation Group in the amount not to exceed One Hundred Twelve Thousand Seventy Dollars ($112,070.00) for the remainder of 2026.

December 1, 2026

RESOLUTION NO. 6353

EXECUTIVE DIRECTOR COMPENSATION

WHEREAS, pursuant to the Catskill Watershed Corporation (CWC) Employee Handbook, Article 3, the CWC Board of Directors is responsible for hiring the Executive Director; and

WHEREAS, at an Executive Session held on September 1, 2026, the CWC Board of Directors recommended that the salary of the current Executive Director be set to Two Hundred Thirteen Thousand Dollars ($213,000.00) annually and further recommends that said salary take effect beginning on January 1, 2027.

NOW THEREFORE BE IT RESOLVED, that the CWC Board of Directors directs the CWC Executive Director and CWC Finance Director to set the salary of the current CWC Executive Director at Two Hundred Thirteen Thousand Dollars ($213,000.00) per annum to be paid in bi-weekly increments pursuant to CWC Personnel Policies and Procedures and that said salary is to take effect beginning on January 1, 2027.

December 1, 2026

RESOLUTION NO. 6354

ESTABLISHMENT OF 2027 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 2027 annual membership meeting be held on Tuesday, July 13, 2027, at 11:00 am.

NOW, THEREFORE BE IT RESOLVED, that Tuesday, July 13, 2027, shall be the date of the annual membership meeting, to be held at 11:00 am.

December 1, 2026

RESOLUTION NO. 6355

CWC HEALTH & SAFETY GUIDLELINES

WHEREAS, the Catskill Watershed Corporation (CWC) maintains internal operational guidelines for the safe and orderly conduct of the corporation and its business affairs; and

WHEREAS, various health, safety, and emergency practices have existed over time, and the CWC Policy Committee determined that a comprehensive update and formal consolidation is required to ensure ongoing compliance with Occupational Safety and Health Administration (OSHA) standards; and

WHEREAS, the CWC Policy Committee has reviewed and recommends the adoption of the attached CWC Health & Safety Guidelines to maintain regulatory compliance and provide for the safe and orderly conduct of the corporation and its business affairs.

NOW, THEREFORE, BE IT RESOLVED, that the CWC Board of Directors hereby adopts the attached Health & Safety Guidelines to supersede, replace, and consolidate any and all previous Health, Safety, and Emergency policies, guidelines, and plans, whether formally or informally adopted; and

BE IT FURTHER RESOLVED, that the Health & Safety Guidelines shall be further amended from time to time based upon operational experience, new information, regulatory changes, and as CWC deems necessary.

Health & Safety Guidelines

Including: Emergency Action Plan

Catskill Watershed Corporation

December 2026 update

TABLE OF CONTENTS

TABLE OF CONTENTS 2
PLAN SUMMARY SHEET 3
1. INTRODUCTION 4
2. CWC'S RESPONSIBILITIES 4
3. EMPLOYEE RESPONSIBILITIES 4
4. CWC HEALTH & SAFETY POLICY 5
5. FACILITY CONTACT INFORMATION 5
6. OUTSIDE EMERGENCY PHONE NUMBERS 6
7. FIRST AID AND CPR 6
8. FACILITY DESCRIPTION 7
a. Facility Location 7
b. Operating and Staffing 7
c. Chemical/Flammables Inventory and Storage Locations 7
d. Fire Hazards and Hazard/Ignition Control 8
9. HEALTH & SAFETY REPORTING OBLIGATIONS 9
10. COMPANY VEHICLE SAFETY 11
11. BUILDING SECURITY 12
11.1 Visitors 12
11.2 Protocol for Law Enforcement Visitation at CWC Headquarters 12
12. EVACUATION PROCESS 15
12.1 Assembly Areas 16
12.2 Employee Accountability 16
13. SHELTER-IN-PLACE 17
14. EMERGENCY PROCEDURES 18
a. Fire 18
b. Severe Weather 18
c. Chemical Spill/Release 19
d. Medical Emergency 19
e. Communicated Threat 20
f. Active Shooter 20
g. Other Emergency Conditions 22
15. GENERAL SAFETY TIPS & GUIDELINES 23
15.1 Manual Handling 23
15.2 Stay alert and attentive 23
15.3 Avoid trips and falls 23
15.4 Ask for help 23
15.5 Use caution signs 24
15.6 Avoid awkward postures 24
16. DEPARTMENT-SPECIFIC SAFETY TIPS & GUIDELINES 25
16.1 Septic Department and Other Field Departments 25
16.2 Building & Grounds Maintenance 25
APPENDIX 1 - AREA MAP 27
APPENDIX 2 – First Aid and CPR Qualified Personnel 28
APPENDIX 3 – Chemical and Petroleum Product Storage Locations 29
APPENDIX 4 – Major Fire Hazards and Controls 30
APPENDIX 5 – Incident Reporting Form 31
APPENDIX 6 – Examples of Administrative and Judicial Warrants 33
APPENDIX 7 – Evacuation Routes 37
APPENDIX 8 – Evacuation Assembly Areas 38
APPENDIX 9 – Homeland Security Bomb Threat Checklist (Contact 911) 39
APPENDIX 10 – Phone Paging System Instructions 40
APPENDIX 11 – First Aid Procedures for Exposure to Hazardous Substance 41
APPENDIX 12 – Catskill Watershed Corporation Infectious Disease Exposure Prevention Plan 42

PLAN SUMMARY SHEET

This is a controlled document. Building and Grounds Manager shall ensure distribution and public placement of plan in central location for employees.

#	Responsible Party	Responsibility
1	Jason Merwin – Executive Director	*First Point of Contact - Plan coordination, updating and plan approval*
2	Charlie Bush – Building and Grounds Manager	*Second Point of Contact, plan coordination, updating and plan oversight*
3	Matthew Hubbard – General Maintenance Supervisor	*Third Point of Contact – plan coordination, updating and plan oversight*
4	Human Resources Director	*Fourth Point of Contact – plan coordination, updating and plan oversight*

Note: Any other copy of this document must be marked as: **"UNCONTROLLED – May Not be Current"**

Responsible ***Individual*** **Authorization/Certification**

I have reviewed the following plan and have found it current and accurate or I have made the appropriate changes, distributed them and arranged with the Executive Director to conduct training of all staff who routinely work at the site:

Rev. No.	Name	Signature	Date	Summary of Change
1	Charlie Bush		7/1/20	Plan Creation
2	Jason Merwin		10/1/21	Routine Update: Inclusion of NY Hero Act for Airborne Infectious Disease Prevention
3	Charlie Bush		12/1/2026	General updates

1. INTRODUCTION

Catskill Watershed Corporation ("CWC") is committed to ensuring the health, safety and welfare of all employees working for the organization and other persons who may be affected by our operations. CWC recognizes that successful health and safety management contributes to successful organizational performance and is ultimately mutually beneficial with employee interests.

To ensure compliance with legislation and best working practices, CWC reserves the right to amend this document as necessary. Copies of any such amendments will be circulated to all employees.

2. CWC'S RESPONSIBILITIES

CWC has a duty of care for all employees, interns, visitors and contractors who may be in our workplace or use work equipment provided by us. Consideration is also given to our tenants and the general public.

Collectively, CWC's management will ensure they:

- Assess all risks to employees' health and safety and provide a safe place of work with adequate facilities.
- Provide safe equipment that is suitably maintained, with adequate training and information to all employees.
- Have provisions in place to guarantee that articles and substances are handled and stored in a proper manner.
- Provide health surveillance to employees (where it is deemed necessary) and appoint competent persons to help comply with health and safety law.

3. EMPLOYEE RESPONSIBILITIES

Employees must co-operate with the organization in order that it can comply with the legal requirements placed upon it and in the implementation of the Health and Safety policy.

Every employee has a duty to take reasonable care of themself and any other person who may be affected by their acts or omissions at work. Under no circumstances shall employees purposely or recklessly interfere or misuse anything provided in the interest of safety or welfare, lifesaving equipment, signs or firefighting equipment.

All employees must make themselves familiar with the contents of these guidelines and the Emergency Action Plan, and if there is any aspect of the documentation that is unclear please discuss this with management, so that the issue can be clarified.

Contractors/temporary personnel also have responsibilities and should be made aware (via their CWC point of contact) of the organization's health and safety policy and guidance. They should be willing to co-operate with CWC employees to ensure a high standard of health and safety on all contracts with which they are involved.

4. CWC HEALTH & SAFETY POLICY

We will carry out our business such that people are not harmed and social commitments are met.

To achieve this we will:

• Comply with relevant prevailing laws and regulations and with relevant industry standards.
• Take account of the safety, health and security risks inherent in our business and manage these responsibly and systematically to minimize risk to our employees and the public.
• Carry out regular audits to provide feedback and assurance that our operations are being carried out in accordance with our H&S Policy.
• Assign responsibility to all individuals working for us to challenge or stop any activity that conflicts with this policy.

5. FACILITY CONTACT INFORMATION

Safety is a higher priority than equipment or property. All personnel at this facility are required to evacuate (**Section 14**) when they feel threatened or endangered by a biological/chemical release, fire or other emergency or are ordered to evacuate.

Any employee who needs more information about the plan or an explanation of their duties under the plan can contact the Executive Director, Building and Grounds Manager, General Maintenance Supervisor, Corporate Counsel and/or Human Resources Director.

Upon initiation of an emergency evacuation, employees trained to abate routine operational leaks and incidental releases (e.g., non-emergencies) may engage in "limited" response activities or emergency shutdown of their equipment, but only if:

1. Executive Director, Building and Grounds Manager (Safety Officer), and/or General Maintenance Supervisor (Deputy Safety Officer) agree that the safety of employee is not hindered;
2. Employee is immediately present when the event occurs;
3. Employee can safely take and is willing to take an immediate, short-duration action; and
4. Employee immediately evacuates the area after taking such action.

Any ***Employee*** who becomes aware of an emergency situation detailed in Section 14 should immediately call 911.

Table 1: Facility Emergency Contacts

Facility Emer. Coordinators (Primary and Alts.)	Cellphone	Office Phone
1. Jason Merwin	(607) 435-7786	(845) 586-1400 Ext. 101
2. Charlie Bush	(845) 701-5289	(845) 586-1400 Ext. 118
3. Matthew Hubbard	(607) 437-6919	(845) 586-1400 Ext. 117

6. OUTSIDE EMERGENCY PHONE NUMBERS

Table 2: Outside Emergency Contacts

Contact	Number
Local Fire	911
Local Police	911
Local Hospital	911
NYS DEC Spill Response	(800) 457-7362

7. FIRST AID AND CPR

The Executive Director, Building and Grounds Manager, and/or General Maintenance Supervisor or designee shall maintain a current list of personnel qualified to perform First Aid/CPR (See **Appendix 2),** and their level of certification.

First Aid supplies are located:

- CWC side: Cintas First Aid Box is behind the interior entrance door of Employee Break Room, first floor.
- CWC side: First Aid box in second floor workroom
- DEP side: first-floor break room and second floor lab room/break room
- Garage: same wall as main entry door in the back corner by the large air compressor

AEDs are located:

- CWC side: first floor in a wall mounted locker labeled AED near the main entrance and on the hallway leading to the Auditorium/Water Discovery Center (near the Downstairs custodial supply closet off the main corridor to the Auditorium).
- DEP side: first floor in a wall mounted locker labeled AED near the main entrance
- Garage – same wall as main entry door in the back corner by the large air compressor

Eye Wash Stations are located:

- On the walls in between entrance doors to main set of bathrooms, first floor and second floors.
- Garage – left side of concrete work bench

8. FACILITY DESCRIPTION

The facility is a Class A professional office building. The Facility is recently constructed and was issued a Certificate of Occupancy on March 4, 2020. The facility is approximately 35,192 square feet and is occupied by employees from the Catskill Watershed Corporation, New York City Department of Environmental Protection and The Water Discovery Center. As well as 70 plus office spaces there is also an auditorium, two break rooms, two detached garages approximately 2000 square feet in size and a detached generator adjacent to the CWC parking area. The facility is situated on slightly more than 8 acres of property at 669 County Highway 38, Arkville, NY 12406.

a. Facility Location

The Facility is located at 669 County Highway 38, Arkville, NY 12406.

b. Operating and Staffing

The Catskill Watershed Corporation has 25-30 employees who report through to the Executive Director. Office hours for the public are 8:00 a.m. to 4:00 p.m. Maintenance staff open the building at 7:00 a.m. and close the building at 5:00 p.m. The Executive Director is responsible for updating and implementation of this action plan upon review and coordination with the Building and Grounds Manager, Corporate Counsel and the Human Resources Director.

The NYCDEP leases approximately 20,00 square feet across two floors, two garages, and outside parking on the south side of the building. The leased space includes a first-floor break room, shower and lockers, as well as cubicles, offices, and meeting rooms. The second floor includes offices, cubicles, and meeting rooms. Approximately 40 employees at any given time have a workspace at the building. Many work remotely one or more days per week, work in the field, and several employees also have workspace at other NYCDEP offices and may split their time between them.

The Water Discovery Center occupies approximately 800 square feet, inclusive on one large gallery room and an attached office space. It will be intermittently staffed during events and when display space room is open. No more than three volunteers would likely be present on a regular basis.

c. Chemical/Flammables Inventory and Storage Locations

Chemicals, fuels and other petroleum products that are used or stored at this facility in significant quantities are listed in Table 3 below along with their estimated maximum intended inventories. **Appendix 3** shows the primary shortage locations of these materials.

Information on Safety Data Sheets (SDS) related to First Aid for all chemicals below is maintained and displayed in the main CWC Employee Break Room on the Ground Floor.

Table 3. Chemical/Flammables Inventory

Chemical	Maximum Intended Inventory	Location
Diesel Fuel	2,500 Gallons	Above ground tank under generator
Liquid Propane	6,000 Gallons	Underground tank behind building
Chemical Bleach	4 Gallons	First Floor janitorial storage

d. Fire Hazards and Hazard/Ignition Control

The Building and Grounds Manager is responsible for control of fuel source hazards, including ensuring that flammable and combustible material are properly stored and dispensed and that potential ignition sources (such as welding, smoking and others) are properly controlled. The assessment of fire hazards and fire hazard/ignition controls used to prevent fires are summarized in **Appendix 4**. Personnel may use a portable fire extinguisher to attempt to control a fire only in the incipient stage. Employees must evacuate immediately if the extinguisher is empty, and the fire is not out or if the fire progresses beyond the incipient stage.

Flammable Liquid Storage/Dispensing

Flammable liquids required in small quantities for frequent use shall be stored in approved safety cans within the detached garage in the rear of the property. Gasoline-filled portable equipment shall only be stored in or around the detached garage area in the rear of the property. All flammable or combustible liquid containers must be stored in closed, properly labeled containers (per NFPA 704) and shall not be stored in exit passageways, under stairs, near heaters or heating vents, around combustible materials or in any other unsafe location.

Class I flammable liquids (like gasoline) must be poured into containers unless the nozzle and container are electrically interconnected with grounding straps. Flammable liquids must not be dispensed by gravity from tanks, drums, barrels, or similar containers. Flammable liquids shall not be used for cleaning floors, clothing, or equipment.

Ignition Control

In locations where flammable vapors may be present precautions shall be taken to prevent ignition by eliminating or controlling sources of ignition. All electrical equipment and wiring shall be in accordance with the appropriate NFPA, National Electrical Code, and OSHA standards. Hot water, steam, or electric mantle heating only is allowed in referenced smoking areas. Open flames are not permitted in flammable or combustible storage areas. “No Smoking” signs shall be posted in these areas. Hot Work such as welding or cutting operations, use of spark-producing tools, and chipping operations shall be permitted only under supervision of or upon approval by the Building and Grounds Manager. The individual on charge shall make an inspection of the area to ensure that safety procedures are followed for the work specified. It shall be the responsibility of the person authorizing any Hot Work to ensure that a proper fire watch has been established. Additional requirements for fire prevention and protection associated with welding, cutting and brazing are specified in 29 CFR 1910.252.

9. HEALTH & SAFETY REPORTING OBLIGATIONS

An assessment of H&S risks within CWC's offices has been conducted and the arrangements in place to mitigate these risks are described in the CWC Emergency Action Plan. Below are specific information and guidance for employees.

Incident Reporting
Hazards are present in all workplaces and control measures are put into place to help to reduce such hazards to such a low level that they prevent accidents and cases of ill health.

- An **incident** is any accident, hazard or near-miss event.
- An **accident** is an unplanned event that results in personal injury or damage to property, plant or equipment.
- A **hazard** is something that has the potential to cause harm, ill health or injury, the associated risk is the likelihood that a hazard will cause harm during the course of the work activity.
- A **near-miss** is a hazardous incident with the potential to cause an injury, e.g. employee tripped over a trailing cable but no injury occurred.

The purpose of these guidelines is to provide advice and guidance to all employees together with the information necessary for the reporting and subsequent investigation of accidents, hazards and near misses. **The incident reporting form (Appendix 5) is the route by which accidents, hazards and near-misses are reported** to the appropriate persons so that appropriate action can be taken to prevent recurrence of the accident/incident. CWC recognizes the need for a simple, effective and efficient system of incident reporting not as a means of apportioning blame, but as a mechanism for identifying risks and learning from mistakes. CWC maintains incident reporting forms in a Binder in the Safety Officer's office.

Reporting Procedure – Accidents
In the event of an accident at work (if required) first aid provisions are available as detailed in the first aid section of this handbook. Any employee who is involved in, or aware of, an accident at work must inform the Safety Officer or Deputy Safety Officer or Human Resources or if they are not available then either the Executive Director should be made aware. This is usually done verbally and followed up in writing as soon as possible after the accident occurs.

Reporting Procedure – Hazards
In the first instance anyone who identifies a hazardous situation in the office should attempt to rectify the situation (e.g., clean up the spills). Where the hazard cannot be removed, employees are to report hazards as a means of mitigating potentially dangerous situations or practices that may be present in the workplace; this is to be done using the Incident Reporting form (see Appendix 5).

When a hazard has been identified in the office it must be reported immediately to a member of management. It is their duty to assess the situation and introduce the necessary control measures, so far as is reasonably practicable, to prevent injury or unsafe conditions.

The form must be completed clearly and as fully as possible with factual detail, rather than assumptions or opinion.

Investigation Procedure

Below is CWC's investigation procedure that covers the topics investigated upon and reported on once an incident has occurred. Where required, such investigations will be carried out by the Safety Officer.

1. Incident Overview

- **Date and Time:** Exact date and time the incident occurred.
- **Location:** Specific area, department, or workstation.
- **Personnel Involved:** Names and job titles of injured employees and key witnesses (omit personal medical details).
- **Classification:** Indicate whether the incident resulted in a fatality, hospitalization, amputation, loss of an eye, or standard first-aid/injury. *(Note: Severe incidents like fatalities or hospitalizations trigger specific OSHA reporting deadlines—8 hours for fatalities, 24 hours for inpatient hospitalizations, amputations, or loss of an eye).*

2. Sequence of Events

- A brief, chronological account of what happened leading up to, during, and immediately after the incident.
- Focused strictly on objective actions, environmental conditions, and equipment states without speculation.

3. Root Cause Analysis (RCA) Findings

- **Direct Cause:** The immediate physical breakdown or action that caused harm (e.g., machinery guard was bypassed, employee slipped on wet flooring).
- **Root Causes:** The underlying systemic, procedural, or organizational failures that allowed the direct cause to happen (e.g., inadequate training procedures, lack of preventive maintenance, missing safety protocols).

4. Corrective and Preventive Actions (CAPA)

- **Immediate Actions:** What was done right away to secure the area, treat the injured, and eliminate immediate hazards.
- **Long-Term Corrective Actions:** Permanent fixes implemented or scheduled, such as engineering controls, administrative policy updates, or mandatory retraining. Include responsible parties and completion target dates.

10. COMPANY VEHICLE SAFETY

Text from the April 2026 CWC Employee Handbook:
CWC employees may, upon permission by the Executive Director or their designee, operate CWC owned vehicles for CWC business. Vehicles will only be used for CWC business purposes and only operated by CWC employees.

CWC employees must:

- wear a seatbelt while operating or a passenger in a CWC owned vehicle, or any vehicle in the course of CWC employment,
- not use a mobile phone or handheld communication device, including text messaging, while operating a CWC owned vehicle, or any vehicle in the course of CWC employment,
- not under any circumstances operate a company vehicle or a personal vehicle for company business when any physical or mental impairment causes the employee to be unable to drive safely,
- not operate any company vehicle at any time or operate any personal vehicle while on company business while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive,
- maintain a valid driver's license or privilege to operate a vehicle in New York State,
- notify the Executive Director of any change in status of their driver's license or privilege to operate a vehicle in New York State,
- report any accident, theft or malicious damage involving a company vehicle to their manager and the Human Resources Director, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than 48 hours after the incident, and
- cooperate fully with authorities in the event of an accident. However, employees should make no voluntary statement other than in reply to questions of investigating officers.

Company vehicles that are out of service will be noted on the transportation board up front and all relevant keys will be pulled out of use and locked up in a lock box until the vehicle is put back in to service.

Safety equipment is provided in company vehicles. Below is a table with each item and its intended use.

Table 4: Safety Equipment in Company Vehicles

Safety Equipment Item Name	**Intended Use**
1. First Aid Kit	Medical emergencies
2. Fire Extinguisher	Fire control
3. Flashlight	Visibility in the dark / emergency strobe
4. Phone charger for various phones	Keep phones charged for GPS location/navigation
5. Hand sanitizer	Hand hygiene after exposure to biohazard
6. Antibacterial wipes	Disinfecting tools or vehicle after exposure to biohazard.
7. Nitrile gloves	To avoid biohazards touching skin when dealing with biohazards or dirt
8. Shoe coverings	To avoid biohazards and/or mud and debris being transported into company vehicle
9. M99 dust masks	Construction sites – inhalation protection
10. Trash bags	Hazard disposal
11. Road hazard triangles	Roadside emergencies and/or parking on shoulder

11. BUILDING SECURITY

11.1 Visitors

All visitors should enter the CWC/DEP Building through the main front entrance and complete the sign in sheet in the vestibule area. The vestibule has a door to CWC which should remain closed and only to be opened by staff and/or with a security badge. Open Meeting days such as Board Day and Annual Meeting are an exception to this rule. There is a window from the CWC office to the vestibule to receive visitors to the building.

The following protocol ensures the safety of staff and secures the premises:

1: Greet the visitor and verify their identity, e.g., "Hello, thank you for visiting. Please state your name and who you are here to see."

2: Check for an appointment and inform the employee. After the visitor provides their information, contact the CWC employee or DEP contact person they are meeting with to notify them of the visitor's arrival.

3: Grant access and provide instructions. Once the CWC or DEP contact confirms the visit is for an appointment or valid reason, provide the visitor with instructions on where to wait for their contact.

If the visitor does not have a specific contact name of a CWC employee or DEP contact then ask them what the purpose of their visit is. If you deem that it is a valid reason to enter for CWC purposes then make sure they have signed in and then unlock the door.

If a visitor does not have an appointment or their purpose for requesting entry cannot be verified or does not fit normal business operations, do not grant them access. i.e., "I apologize, but I do not see a scheduled appointment for you and our policy is only to allow entry to visitors with an appointment or contact name. Could you please check the details on who you need to meet with and make an appointment with them? Thank you"

Report any suspicious activity or individuals to Building & Grounds Manager or other management immediately.

11.2 Protocol for Law Enforcement Visitation at CWC Headquarters

Law enforcement entering the building for business purposes with CWC should be directed to the Executive Director and/or Corporate Counsel.

The following procedures govern law enforcement entry to the CWC headquarters property and building. All staff should familiarize themselves with these protocols and follow them carefully in the event of a law enforcement visit.

What staff should say while awaiting Jason Merwin, Tim Cox, or counsel: "I am not authorized to grant entry. I am contacting our legal counsel now. Please wait here." ***Do not consent to entry, do not physically obstruct officers, do not lie or provide false information, and do not destroy or conceal documents.***

1. **Emergencies** – For first responders/law enforcement entering CWC property responding to a 911 call, chasing a suspect, etc., law enforcement is allowed to enter CWC property and the CWC building for the purpose of responding to that emergency.

2. **Public Meetings** – CWC Meetings are open to the public, and therefore, law enforcement and officials can enter the CWC building for the purpose of attending those meetings. This permission is limited to public meeting areas only and does not extend to CWC offices or other non-public areas of the building.

3. **NYCDEP Leased Space -** For law enforcement seeking entry to NYCDEP offices or garage, Jason Merwin or Tim Cox (or other senior staff member if they are not available) must contact Shilo Williams or Kendra Hinkley to obtain their consent before entry is permitted. This space is leased exclusively to NYCDEP, and only NYCDEP may authorize entry for law enforcement not possessing a keycard, absent an emergency.

4. **Water Discovery Center Leased Offices** - For law enforcement seeking entry to Water Discovery Center, Tim Cox or CWC staff need to contact Judith Schwartzstein or Linda Reich to obtain their consent for entry. This space is leased exclusively to the WDC, and only WDC may authorize entry for law enforcement, absent an emergency.

5. **CWC Offices or Property** – For law enforcement seeking entry to CWC offices/property as part of an investigation, all CWC/DEP funding agreements contain the following language:

*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 **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.*

This cooperation obligation does not waive CWC's right to require identification, verify documentation, and consult with counsel before permitting entry. Outside counsel should always be consulted to determine the scope of any cooperation obligation before access is granted.

All government officials requesting access to CWC must present identification.

a. **Federal law enforcement/Immigration**:

    a. Important: An ICE administrative warrant (Form I-200 or I-205) is not a judicial warrant and does not authorize entry beyond public areas. Only a warrant signed by a federal judge or magistrate authorizes non-consensual entry into non-public spaces. Examples of administrative and judicial warrants are provided in **Appendix 6.**

    b. If officials with federal law enforcement agencies seek entrance to CWC, follow these steps:

        i. Jason Merwin and/or Tim Cox should be immediately contacted

        ii. Such officials are allowed to enter the lobby/elevator area of the CWC building but no further without a judicial warrant or permission from Jason and/or Tim.

        iii. If Jason and Tim are absent, outside counsel must be contacted, and they can determine whether to allow entry.

        iv. A copy of any paperwork presented by those officials must be scanned and emailed to counsel. Confirm that the warrant: (1) is signed by a federal judge or magistrate (not an ICE administrative officer); (2) lists the correct CWC address; and (3) identifies the specific person or item sought.

        v. CWC's outside counsel is Michael Sterthous – 518-487-7620. If he is also unavailable, request Robert McLaughlin at 518-487-7697.

b. **State/County/NYCDEP Law Enforcement** If officials with State or City law enforcement agencies seek entrance to CWC, follow these steps:

    a. Jason Merwin and/or Tim Cox should be immediately contacted.

    b. If Jason and Tim are both absent, outside counsel must be contacted, and they can determine whether to allow entry.

    c. A copy of any paperwork presented by those officials must be scanned and emailed to counsel.

    d. CWC's outside counsel is Michael Sterthous – 518-487-7620. If he is also unavailable, request Robert McLaughlin at 518-487-7697.

    e. Due to CWC contractual requirements, CWC must cooperate with any State or City investigation. Outside counsel should confirm the scope of this obligation before access is granted.

Law Enforcement Quick Reference: What Staff Should Never Do

- Do not consent to entry beyond the vestibule area and into CWC's Reception area without authorization from Jason Merwin, Tim Cox, or outside counsel
- Do not physically obstruct or interfere with officers
- Do not provide false information to law enforcement
- Do not destroy, conceal, or alter any documents
- Do not assume an ICE administrative warrant authorizes building entry
- Do not allow entry past the vestibule area and into CWC's Reception area for law enforcement officials without a judicial warrant or counsel authorization

12. EVACUATION PROCESS

During any event requiring building evacuation (including but not limited to the activation of the Fire or Chemical Release Alarms) all building occupants shall proceed calmly along the evacuation routes (**Appendix 7**). The site evacuation (fire and chemical release) alarms are audible and will activate upon presence of smoke or CO2. Upon activation sprinklers may also activate shortly thereafter.

The Class A building classification of the facility includes the steel and masonry components of construction. These construction materials plan an important role in the safety of building inhabitants and lessens the amount of flammable material within the building. Personnel may perform emergency shutdown of their equipment if they are outside the immediate hazard area and are not placing themselves in danger by doing so.

If assistance to evacuate is required, it is the responsibility of the employee needing assistance, **BEFORE** an emergency arises, to notify the **Executive Director, Building and Grounds Manager, and/or the Human Resources Director** that special assistance will be required during an evacuation and for the ***informed party*** to identify ***Special Assistance Aids*** (see Table 5).

Table 5: Special Assistance Aids

Special Assistance Aid	Option
Designated Assistant	1. Buddy System 2. Designated Assistant
Alarms and Signs	1. Visual and/or vibrating alerts for individuals with hearing impairments 2. Tactile signage and maps for those with visual impairments
Evacuation Devices	1. Evacuation chairs or sleds for individuals with motor impairments
Personal Protective Equipment	1. Heavy gloves for individuals using manual wheelchairs

Where there are individuals requiring special assistance at a facility, it is recommended that the Plan Administrator and Special Assistance Aids maintain a current list of those individuals and their locations to aid in evacuation and that additional detail be provided on the plan regarding gather points and Special Assistance Aid assignments. Where a Special Assistance Aid is not available, the Responsible Individual and Plan Administrator shall identify a facility-specific protocol for assisting employees who require special assistance. This could include assigning a manager to assist the employee or identifying a safe room where the employee could wait for an emergency responder safely.

Once outside, move away from the building and proceed to the **primary assembly** area identified in **Appendix 8.**

- If the primary assembly area is unavailable, proceed to the **alternate assembly** area identified in **Appendix 8.**
- Employee, visitor, and contractor head count is conducted at the assembly areas as described later in this plan.

  NOTE: At no time shall an alarm be reset without permission of the Fire Department official in charge.

  NOTE: Upon arrival, the Fire Department takes control of the entire facility and the evacuation process.

- Evacuated personnel shall not re-enter the building or leave the assembly area without approval of the fire department official (if they respond to the scene).
- Evacuated personnel shall not re-enter the building or leave the assembly area without approval of management following their evaluation.

12.1 Assembly Areas

Primary Assembly Area:

The primary assembly area is where the parking lot and the grass meet at the north-western side of the property. This area is directly across from the Water Discovery Center entrance.

Alternate Assembly Area:

The alternate assembly area is where the parking lot and grass meet on the north-eastern side of the property. This area is near but not on County Route 38.

12.2 Employee Accountability

Once the assembly area is reached, the Safety Officer or their designee will perform a head count and shall report the following information to Emergency Services:

- If known, name and location of person or people known to still be in the building (or unaccounted for), and the reason for their remaining (i.e. injuries, trapped, monitoring critical processes, etc.).

- Any information observed concerning the emergency condition witnessed on the way out of the building, (e.g. visible flames, smoke, odors, spills, structural collapse sounds, etc.)
- Any conditions witnessed upon evacuation from work areas that might endanger other personnel.

13. SHELTER-IN-PLACE

Chemical, biological, or radiological contaminants may be released into the environment in such quantity and/or proximity to a place of business that it is safer for employees to remain indoors than to evacuate. Other situations that might require shelter-in-place are severe storms, such as tornados; or a public disturbance, such as a demonstration, that has escalated to a violent level. Should any of these incidents occur, information and instructions will first be provided by facility management staff and then by local authorities.

Generally, shelter-in-place means simply staying indoors but when a sheltering-in-place notification is communicated that requires you to be located away from exterior windows (e.g., in the case of a tornado), stop your work and initiate shelter-in-place procedures as follows:

- With a sense of urgency but calmly, locate your cell phone and any personal items needed for medical reasons (e.g., asthma inhaler)
- Proceed to the designated shelter-in-place location closest to your office.

Table 5: Shelter-in-Place Locations

Name of Room	Location Description	Maximum Capacity
1. Auditorium	Ground Level	50+
2. Conference Room	Number 110 Ground Level	8
3. Storage Closet	121 – Behind Reception 121A – Beside Reception 122 – Beside Reception	6 4 4

During extreme circumstances, sheltering-in-place could also include additional precautions, such as turning off fans, air conditioning, and forced air heating systems, to reduce any potential for air contamination in the event of a chemical or biological release. The Building and Grounds Manager will be responsible for shutting down the HVAC system if necessitated. The Building and Grounds Manager may delegate this responsibility to employees who are trained to do so.

14. EMERGENCY PROCEDURES

The facility may require a full evacuation until law enforcement and/or emergency responders allow for re-entry. The following subsections explain procedures for specific emergency situations.

a. Fire

Employee actions upon discovery of a fire:

1. **NOTIFY** Fire Department (dial 911)
2. **PROVIDE** the following information
   - Exact Location of the Fire (address and cross streets);
   - Magnitude of the fire (Incipient or Uncontrolled);
   - Employee's names and telephone number; and
   - Identify any injuries or other important factors.
3. If fire is **INCIPIENT** (Fire in its beginning stages with NO immediate health threat from explosion or release of toxic gas), then employees may use a portable fire extinguisher to attempt to EXTINGUISH the fire (ONLY if they feel safe to do so and educated on the "P.A.S.S." method of extinguishing an incipient fire (Pull, Aim, Squeeze, and Sweep). Employees must evacuate immediately if the extinguisher is empty or if the fire progresses beyond the incipient stage.
4. If the fire is **UNCONTROLLED** (cannot be extinguished with a single portable fire extinguisher or involves an immediate health threat due to an explosion or release of toxic gas):
   - **REMAIN WITH** injured personnel if safe to do so. Caution: Do not move injured personnel unless they are in immediate danger of further injury. Only persons trained can administer First Aid/CPR. It is the discretion of the employee whether they will administer First Aid/CPR based on their training and level of comfort.
   - **ACTIVATE** the evacuation (fire) alarm, if necessary.
   - **EVACUATE** area using evacuation process to exit and account for employees.
   - **RESTRICT** area from safe distance and deny entry as necessary.
5. **PROVIDE** critical information to outside responders such as personnel still inside, location of fire, nature of fire, etc.

b. Severe Weather

Upon threat of severe weather:

1. Hurricane, tornado, or severe thunderstorm **watch** (issued when conditions are favorable for the development of severe weather in and close to the watch area).
   - Be alert for weather conditions to worsen.
2. Hurricane, tornado or severe thunderstorm warning (issued when severe weather is imminent: it is occurring or is about to occur).
   - Shutter windows and doors securely.
   - In extreme conditions, move away from perimeter and all exterior glass.

- Pay attention to local weather forecasts and bulletins issued by the National Weather Service.
- Follow additional guidance as provided

c. Chemical Spill/Release

Employee actions:

1. **NOTIFY** the Fire Department.
2. **PROVIDE** the following information:
   - Name and address (and EPA ID No., if any) of the site where the spill or release has occurred.
   - Status of staff; injuries and required medical attention.
   - Name, position and telephone number of caller.
   - The time the spill, release or other emergency started.
   - The projected duration of the spill, release or other emergency.
   - The estimated quantity of the spill or release ad whether it will impact the surrounding environment.
   - Site weather conditions, including wind speed.
   - Proximity to water body, including reservoirs, streams aqueducts, and storms drains.
3. **DO NOT** attempt to control or clean-up spill unless you are trained and authorized to do so.
   - **ATTEND** to Injured Personnel if safe to do so. Caution: Do not move injured personnel unless they are in immediate danger of further injury. Only employees trained in CPR and/or First Aid and so designed may administer.
   - **ACTIVATE** the evacuation (fire or chemical release) alarms, if necessary.
   - **EVACUATE** area as necessary using the evacuation process to exit the building and account for employees.
   - **BARRICADE** area from safe distance and deny entry as necessary.
4. **PROVIDE** critical information to outside responders such as whether there are personnel still inside, the material spilled, and location of spill.

d. Medical Emergency

Medical assistance for any injured personnel can be obtained by one of the following:

- Dialing 911 and request medical assistance.

The following information should be provided when requesting medical assistance:

- The phone number from which the call is being made;
- The address of the facility from which the call is being made;
- A description of the victim's condition: burned, bleeding, broken bones, etc. If the injury is related to toxic gas or chemical exposure, any relevant medical and toxicological information found in the SDS should be provided;
- A brief description of what happened, how many are injured, and what aid is being administered to them; and
- The name of the person calling.

e. Communicated Threat

After a threat is received, the facility may require a full evacuation until law enforcement and/or emergency responders allow re-entry. Upon receiving a verbal/phone threat of any kind of attack or violence:

1. **COLLECT** as much information as possible from the caller. Facilities may use and have on hand the Homeland Security Bomb Threat Checklist in **Appendix 9**.
2. Keep the caller on the line as long as possible. Ask them to repeat the message. Record every word spoken by the caller in the space provided.
3. If the caller does not indicate the location of the bomb or the time of possible detonation, ask them for this information.
4. Inform the caller that the building is occupied and the detonation of a bomb could result in death or serious injury to many innocent people.
5. Pay particular attention to peculiar background noises such as motors, music, and any noise, which may give a clue as to the location of the caller.
6. Listen closely to the voice (male, female), voice quality (calm, excited), accents, and speech impediments. Immediately after the caller hangs up, report this information to management at your location.
7. Since the law enforcement personnel will want to talk first-hand with the person who received the call, remain available until they appear and provide a copy of the completed bomb threat checklist.

f. Active Shooter

Active shooter situations are *unpredictable* and *evolve quickly*. In an active shooter situation, all involved persons should quickly determine the most reasonable way to protect their own lives. "While active shooter situations are unpredictable, proactive awareness and preparation can significantly increase safety. All personnel should familiarize themselves with building layouts, exit routes, and potential hiding places *before* an incident occurs."

Recommended actions, in order are:

- EVACUATE (“RUN”): If there is an accessible escape path, attempt to evacuate the premises.
    - Call 911 only when it is safe to do so. Call 911 only when it is safe to do so **and you are out of immediate danger.** Providing accurate information is vital, but your safety is the priority.
    - Do not attempt to move or assist wounded people during the attack.
    - Warn/prevent individuals not to enter an area where the active shooter may be. **Use the paging system (instructions in Appendix 10).**
    - Evacuate and assemble to the area which you are directed by the police/First responders. Follow the instructions of any police officers.

- If the police are not on site yet, you must evacuate to an area that you, in your best judgement, believe to be safe/protected. If you self-evacuate, you **should immediately attempt to contact your manager** to report your location and safety status. Continue to try to report where you are to someone in person or confirm your safety via designated channels. Also, relay any additional information about the situation that you observed on your way to a safe position.

- **HIDE OUT ("HIDE")**; If evacuation is <u>not</u> possible, find a place to hide where the active shooter is less likely to find you.
  The hiding place should:
  - Be out of the active shooter's view
  - Provide protection if shots are fired (for example, an office with a closed and locked door).
  - Not restrict options for movement.

  To prevent an active shooter from entering a hiding place:
  - Lock the door.
  - Blockade the door with heavy furniture (preferably metal). This also provides additional protection.
  - Move away from any windows.

  If the active shooter is nearby, take the following actions:
  - Lock the door.
  - Hide behind a large item (for example, a cabinet or desk). Metal installations or moveable furniture provide better protection than wood or other materials.
  - Silence your cell phone and/ or pager. (Even the vibrate setting can give away a hiding position.)
  - Remain quiet.
  - Turn off any lights.

- **TAKE ACTION ("FIGHT"):** As a last resort, and if your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter.
  - Act as aggressively as possible.
  - Work in a group if possible.
  - Improvise weapons and throw items.
  - Yell.
  - Commit to your actions.

When possible, provide the following information to law enforcement officers or 911 operators:

- Location of the active shooter.
- Number of shooters, if more than one.
- Physical description of the shooter(s).
- Number and type of weapons held by the shooter(s).
- Number and location of victims or potential victims.
- Your location.

When law enforcement arrives at the scene, you should:

- Remain calm.
- Put down any items.
- Raise hands and spread fingers.
- Avoid quick movements.
- Avoid pointing, screaming, or yelling.
- Proceed in direction from which officers are entering.

Regular training, drills, and familiarization with this protocol are essential for effective response. All personnel are encouraged to participate in scheduled safety briefings and exercises.

g. Other Emergency Conditions

Report the following conditions to your immediate supervisor:

- Unusual odors or sounds;
- Incidents or threats of workplace violence;
- Suspicious persons, vehicles or equipment;
- Acts of indications of vandalism;
- Evidence of damaged fire safety equipment (extinguisher, hoses, etc.) or any other safety hazards;
- Unknown persons or those unable to produce employee or contractor IDs; and
- Airborne Infection Disease Outbreaks. **Appendix 12** details CWC's prevention plan and guidance material.

15. GENERAL SAFETY TIPS & GUIDELINES

15.1 Manual Handling

Manual handling is defined as the supporting and transporting of a load by human effort and includes lifting, lowering, pushing, pulling or carrying. Injuries from incorrect manual handling technique can occur no matter where people are, when at work.

Manual handling activities are generally limited to a few key personnel within the offices who have been trained in the principles of manual handling. In the event that employees are faced with moving or lifting heavy or awkward loads they should seek assistance before attempting the lift.

Associated hazards of incorrect manual handling can include: sprains, strains or hernias; damage to the joints, ligaments, muscles and vertebrae; and also, slips, trips and falls.

Employees involved with manual handling activity should:

• Follow the principles for safe manual handling and avoid moving or lifting loads that are too heavy or awkward to lift safely.
• Not undertake a manual handling activity when a reasonably practicable alternative exists.
• Use any mechanical aids that have been provided for their use and for which they have been trained. Any faults with mechanical aids should be immediately reported to CWC.
• Report all accidents, injuries and near misses involving handling activities - however trivial it may seem
• Inform CWC if they are unable to undertake their normal manual handling duties because of injury, illness or any other condition

15.2 Stay alert and attentive

Being alert and attentive to your surroundings in a work environment helps identify risks. It is important to limit distractions as well and ensure you focus on tasks at work. Taking care to be mentally present while working helps you actively follow procedures and practice caution.

15.3 Avoid trips and falls

Try to keep walkways clear and take care not to block exits. This prevents falls and helps people leave the room or building safely and quickly in the event of an emergency. In small spaces keeping walkways clear can be difficult but it may be useful to practice a walk-through to ensure that employees can maneuver safely around equipment.

15.4 Ask for help

If you require assistance, ask for help. This greatly reduces the risk of having an accident and helps foster a safe work environment by setting an example. Refer to company protocol when performing tasks or operating equipment, and if protocol suggests doing a task with another employee, do not attempt the task alone.

15.5 Use caution signs

Use caution signs when applicable. For example, wet floor signs prevent slips on a floor after you mop or after a spill. Another example is road signs to notify drivers of workers or highway cleanup crews.

It is important to place caution signs while working and read and obey caution signs placed by others.

15.6 Avoid awkward postures

An awkward position can make the task more physically demanding by overexerting small muscle groups and not using larger muscle groups. This can increase the likelihood of poor blood-flow, which can lead to fatigue and injury.

Postures to avoid:

- Prolonged or repetitive flexion or extension of the wrist
- Prolonged or repetitive bending at the waist
- Prolonged standing or sitting without shifting your position
- Suspending an outstretched arm for extended periods of time
- Holding or turning your head consistently to one side
- Any posture that is held repeatedly or for a prolonged time

Motions to avoid:

- Repeated motion without periods of rest
- Repeated motion with little or no variation
- Repeated motions done with force
- Resting or compressing a body part on or against a surface
- Lifting heavy objects away from the body
- Frequent reaching or working above shoulder height

Employees should take breaks regularly to avoid prolonged exposure to the above postures and motions.

16. DEPARTMENT-SPECIFIC SAFETY TIPS & GUIDELINES

16.1 Septic Department and Other Field Departments

Field work safety:
Knowing your scope of work and the environment you will be working in is imperative for working safely. Before leaving the office, you should discuss with your manager what you will be doing that day in the field and discuss what hazards (e.g., machinery, bio hazards) you can expect and what Personal Protective Equipment (PPE) you will require. Ensure you DO NOT keep food or drink near any potential biohazards and ensure you adequately protect yourself and sanitize before consuming food or drink.

Personal Protective Equipment Use:
CWC employees should always have a visibility vest and hard hat at any time they are on a construction site. Safety glasses, hearing protection, biohazard control, respiratory mask may be needed. Safety gear is a precaution against hazardous materials and potentially dangerous working conditions.

Dress for the job and the conditions, wear sturdy shoes or boots and dress well for any potential inclement weather.

Have a plan for what to do in an emergency:
Call 911 depending on the severity and cellular service. If you have to leave the scene, flag or mark the injured person before leaving. Go to the nearest house or area of cell phone service and call 911.
You must know the exact location and phone number you are using for contact. Follow 911 instructions on how to proceed with the injured person. Call the CWC office as soon as possible to report the incident and request help if needed.

Report:
Make sure you report any accidents, incidents or near misses that happen out in the field. Report any unsafe conditions work-related, vehicle or job-site. Reporting unsafe conditions as soon as you notice them can help avoid accidents.

16.2 Building & Grounds Maintenance

Mechanical equipment and electrical safety:
Deenergize, report, lockout and tagging: Lockout and tagout is essential to prevent workplace electrical hazards. It includes applying locks to power sources after deenergizing and tagging deactivated controls. Tagging should identify both the staff member and the equipment or circuits being worked on.

Personal Protective Equipment Use:
Safety glasses, hearing protection, biohazard control, respiratory mask may be needed depending on job-specifics. Safety gear is a precaution against hazardous materials and potentially dangerous working conditions.

Dress for the job and the conditions, wear sturdy shoes or boots and dress well for any potential inclement weather.

Eye safety:
Wear effective eye protection: To be effective, eyewear must be appropriate for the hazard and also must be properly fitted and must be properly maintained. Scratched and dirty devices reduce vision, cause glare, and may contribute to accidents.

If employees accidentally get something into their eyes, they must go directly to the closest eyewash station and flush their eyes with water for at least 15 minutes. The employee should hold the eyelids open and "look" directly into the water streams. They should NOT rub their eyes. Rubbing the eyes may scratch or embed particles. Employees should seek medical attention immediately.

Reaction to Exposure to Hazardous Substances:
Refer to Appendix 11 for the First Aid and medical treatment procedure for exposure to chlorine.

APPENDIX 1 - AREA MAP



APPENDIX 2 – First Aid and CPR Qualified Personnel

Name/Position	Office Phone	First Aid/ CPR Level
Charlie Bush, Building & Grounds Manager	X118	Trained
Matthew Hubbard, General Maintenance Supervisor	X117	Trained
Marie Ferraro, General Maintenance Personnel	X216	Trained

First Aid and CPR Training

Enter date, "I" for initial and "R" for refresher

Name/Position	Type	2025	2026	2027	2028
Charlie Bush, Building & Grounds Manager	First Aid & CPR	R			
Matthew Hubbard, General Maint. Supervisor	First Aid & CPR	R			
Marie Ferraro, General Maint.Personnel	First Aid & CPR	R			
John Jacobson, Sr. Program Specialist - Septic	First Aid & CPR	R			
Barbara Puglisi, Economic Devt Director	First Aid & CPR	I			
Renee Antonette, Program Specialist - Septic	First Aid & CPR	I			
Donald Brown, Deputy Finance Director	First Aid & CPR	I			
Sonia Mendoza, Bookkeeper	First Aid & CPR	I			

APPENDIX 3 – Chemical and Petroleum Product Storage Locations



Garages

DEP side of CWC property



Generator

CWC side of property

APPENDIX 4 – Major Fire Hazards and Controls

LP Storage Tank (underground)	Rear (west) side of building	Underground tank	Spark	Signage prohibit smoking in area. Filled only by licensed supplier	Emergency cutoff valve on outside of fence
Diesel storage tank	Rear (west) side of building	Above ground tank. Use solely for building generator	Spark	Signage prohibits smoking in area	

APPENDIX 5 – Incident Reporting Form

Incident Reporting Form

(Check one):

____ An **accident** is an unplanned event that results in personal injury or damage to property, plant or equipment.

____ A **hazard** is something that has the potential to cause harm, ill health or injury, the associated risk is the likelihood that a hazard will cause harm during the course of the work activity.

____ A **near-miss** is a hazardous incident with the potential to cause an injury, e.g. employee tripped over a trailing cable but no injury occurred.

Person completing this form: _____ Date: _____

Name(s) and job title(s) of the employee(s) involved in the incident:

Witness(es):

Date of incident: _____Time of incident: _____a.m./p.m.

Department and location where the incident occurred:

Describe the incident fully: (use back page if necessary or sketch on back if needed to clarify):

List all equipment, machinery, materials or chemicals the employee(s) was using when the event occurred:

Identify the factors that you believe contributed to or caused the incident:

Describe any corrective action taken immediately to manage the incident:

Identify any other actions recommended:

Did an injury or damage to property, plant or equipment occur? _____ Yes _____ No

If Yes to injury, describe nature of the injury (strain, cut, bruise, etc.):

Body part(s) affected: _____

Medical treatment required? _____ Yes _____ No

If yes, what type? _____ First aid on-site _____ Urgent Care _____ Doctor _____ Hospital

Name of the facility, hospital or physician: _____

Was the employee hospitalized overnight as a patient? _____ Yes _____ No

Did the employee leave work early due to the injury? _____ Yes _____ No
If yes, what time? _____ a.m./p.m.

Date the employee returned to regular duty: _____

Date the employee returned with light duty restrictions: _____

If Yes to damage, describe nature of the damage to property, plant or equipment:

Complete this section if an injury occurred or there was damage to equipment.

Were proper procedures being followed when the incident occurred? ____ Yes ____ No

If no explain: _____

Was the employee wearing proper personal protective equipment? ____ N/A ____ Yes ____ No
If no explain: _____

Are changes in equipment necessary to prevent reoccurrence? ____ Yes ____ No
If yes explain: _____

Employee signature: _____ Date: _____

Forward this form to the Safety Officer and Human Resources Department as soon as possible following the incident.

Note: If an employee receives medical treatment from a doctor or hospital, additional forms will need to be filled out and forwarded to the HR Dept. along with the incident report so a workers' compensation claimed can be filed.

APPENDIX 6 – Examples of Administrative and Judicial Warrants

SAMPLE JUDICIAL WARRANT

AO 93 (Rev. 11/13) Search and Seizure Warrant

UNITED STATES DISTRICT COURT

for the

_____ District of _____

In the Matter of the Search of
(Briefly describe the property to be searched or identify the person by name and address)

Case No.

SEARCH AND SEIZURE WARRANT

To: Any authorized law enforcement officer

An application by a federal law enforcement officer or an attorney for the government requests the search of the following person or property located in the _____ District of _____
(identify the person or describe the property to be searched and give its location):

I find that the affidavit(s), or any recorded testimony, establish probable cause to search and seize the person or property described above, and that such search will reveal *(identify the person or describe the property to be seized)*:

YOU ARE COMMANDED to execute this warrant on or before _____ *(not to exceed 14 days)*
❒ in the daytime 6:00 a.m. to 10:00 p.m. ❒ at any time in the day or night because good cause has been established.

Unless delayed notice is authorized below, you must give a copy of the warrant and a receipt for the property taken to the person from whom, or from whose premises, the property was taken, or leave the copy and receipt at the place where the property was taken.

The officer executing this warrant, or an officer present during the execution of the warrant, must prepare an inventory as required by law and promptly return this warrant and inventory to _____
(United States Magistrate Judge)

❒ Pursuant to 18 U.S.C. § 3103a(b), I find that immediate notification may have an adverse result listed in 18 U.S.C. § 2705 (except for delay of trial), and authorize the officer executing this warrant to delay notice to the person who, or whose property, will be searched or seized *(check the appropriate box)*
❒ for ____ days *(not to exceed 30)* ❒ until, the facts justifying, the later specific date of _____

Date and time issued: _____
Judge's signature

City and state: _____
Printed name and title

Return

Case No.:	Date and time warrant executed:	Copy of warrant and inventory left with:

Inventory made in the presence of :

Inventory of the property taken and name of any person(s) seized:

Certification

I declare under penalty of perjury that this inventory is correct and was returned along with the original warrant to the designated judge.

Date: _____

_____
Executing officer's signature

_____
Printed name and title

SAMPLE ADMINISTRATIVE WARRANTS/ IMMIGRATION DOCUMENTS

(DHS Forms I-247, I-200, I-205)

DEPARTMENT OF HOMELAND SECURITY

IMMIGRATION DETAINER - NOTICE OF ACTION

Subject ID: Event #:	File No: Date:
TO: (Name and Title of Institution - OR Any Subsequent Law Enforcement Agency)	FROM: (Department of Homeland Security Office Address)

MAINTAIN CUSTODY OF ALIEN FOR A PERIOD NOT TO EXCEED 48 HOURS

Name of Alien: _____

Date of Birth: _____ Nationality: _____ Sex: _____

THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) HAS TAKEN THE FOLLOWING ACTION RELATED TO THE PERSON IDENTIFIED ABOVE, CURRENTLY IN YOUR CUSTODY:

☐ Determined that there is reason to believe the individual is an alien subject to removal from the United States. The individual (*check all that apply*):

- ☐ has a prior felony conviction or has been charged with a felony offense;
- ☐ has three or more prior misdemeanor convictions;
- ☐ has a prior misdemeanor conviction or has been charged with a misdemeanor for an offense that involves violence, threats, or assaults; sexual abuse or exploitation; driving under the influence of alcohol or a controlled substance; unlawful flight from the scene of an accident; the unlawful possession or use of a firearm or other deadly weapon, the distribution or trafficking of a controlled substance; or other significant threat to public safety;
- ☐ has been convicted of illegal entry pursuant to 8 U.S.C. § 1325;
- ☐ has illegally re-entered the country after a previous removal or return;
- ☐ has been found by an immigration officer or an immigration judge to have knowingly committed immigration fraud;
- ☐ otherwise poses a significant risk to national security, border security, or public safety; and/or
- ☐ other (specify): _____.

☐ Initiated removal proceedings and served a Notice to Appear or other charging document. A copy of the charging document is attached and was served on _____ (date).

☐ Served a warrant of arrest for removal proceedings. A copy of the warrant is attached and was served on _____ (date).

☐ Obtained an order of deportation or removal from the United States or this person.

This action does not limit your discretion to make decisions related to this person's custody classification, work, quarter assignments, or other matters. DHS discourages dismissing criminal charges based on the existence of a detainer.

IT IS REQUESTED THAT YOU:

☐ Maintain custody of the subject for a period **NOT TO EXCEED 48 HOURS**, excluding Saturdays, Sundays, and holidays, beyond the time when the subject would have otherwise been released from your custody to allow DHS to take custody of the subject. This request derives from federal regulation 8 C.F.R. § 287.7. For purposes of this immigration detainer, **you are not authorized to hold the subject beyond these 48 hours.** As early as possible prior to the time you otherwise would release the subject, please notify DHS by calling _____ during business hours or _____ after hours or in an emergency. If you cannot reach a DHS Official at these numbers, please contact the ICE Law Enforcement Support Center in Burlington, Vermont at: (802) 872-6020.

☐ Provide a copy to the subject of this detainer.

☐ Notify this office of the time of release at least 30 days prior to release or as far in advance as possible.

☐ Notify this office in the event of the inmate's death, hospitalization or transfer to another institution.

☐ Consider this request for a detainer operative only upon the subject's conviction.

☐ Cancel the detainer previously placed by this Office on _____ (date).

_____ (Name and title of Immigration Officer)

_____ (Signature of Immigration Officer)

TO BE COMPLETED BY THE LAW ENFORCEMENT AGENCY CURRENTLY HOLDING THE SUBJECT OF THIS NOTICE:

Please provide the information below, sign, and return to DHS using the envelope enclosed for your convenience or by faxing a copy to _____. You should maintain a copy for your own records so you may track the case and not hold the subject beyond the 48-hour period.

Local Booking/Inmate #: _____ Latest criminal charge/conviction: _____ (date) Estimated release: _____ (date)

Last criminal charge/conviction: _____

Notice: Once in our custody, the subject of this detainer may be removed from the United States. If the individual may be the victim of a crime, or if you want this individual to remain in the United States for prosecution or other law enforcement purposes, including acting as a witness, please notify the ICE Law Enforcement Support Center at (802) 872-6020.

_____ (Name and title of Officer)

_____ (Signature of Officer)

DHS Form I-247 (12/12) Page 1 of

Information Only

NOTICE TO THE DETAINEE

The Department of Homeland Security (DHS) has placed an immigration detainer on you. An immigration detainer is a notice from DHS informing law enforcement agencies that DHS intends to assume custody of you after you otherwise would be released from custody. DHS has requested that the law enforcement agency which is currently detaining you maintain custody of you for a period not to exceed 48 hours (excluding Saturdays, Sundays, and holidays) beyond the time when you would have been released by the state or local law enforcement authorities based on your criminal charges or convictions. **If DHS does not take you into custody during that additional 48 hour period, not counting weekends or holidays, you should contact your custodian** (the law enforcement agency or other entity that is holding you now) to inquire about your release from state or local custody. **If you have a complaint egarding this detainer or related to violations of civil rights or civil liberties connected to DHS activities, please contact the I E Joint Intake Center at 1-877-2INTAKE (877-246-8253). If you believe you are a United States citizen or the vic m of crime, lease advise DHS by calling the ICE Law Enforcement Support Center toll free at (855) 448-6903.**

NOTIFICACIÓN A LA PERSONA DETENIDA

El Departamento de Seguridad Nacional (DHS) de EE. UU. ha emitido una orden de detención inmigrat a en su contra. Median esta orden, se notifica a los organismos policiales que el DHS pretende arrestarlo cuando ust cump su re lusión act al. El DHS ha solicitado que el organismo policial local o estatal a cargo de su actual detención lo manten a en custod por n periodo no mayor a 48 horas (excluyendo sábados, domingos y días festivos) tras el cese de su reclusión pen **Si el DHS n proc de con su arresto inmigratorio durante este periodo adicional de 48 horas, excluyendo los fines de semana o d s festivos, usted debe comunicarse con la autoridad estatal o local que lo tiene detenido** (el organismo polici u otra entida a cargo de su custodia actual) para obtener mayores detalles sobre el cese de su reclusión. **Si tiene alguna queja ue se rela one con esta orden de detención o con posibles infracciones a los derechos o libe tades civiles en conexión on as actividades del DHS, comuníquese con el Joint Intake Center (Centro de Admisión) del ICE (Se vicio de Inmigración y Control de Aduanas) llamando al 1-877-2INTAKE (877-246-8253). Si usted cree que es ciudadano de lo Estados Unidos o que ha sido víctima de un delito, infórmeselo al DHS llamando al Centro de Apoyo a los Organi os Poli ales (Law Enforcement Support Center) del ICE, teléfono (855) 448-6903 (llamada gratuita).**

Avis au dét nu

Le département de la Sécurité Intérieure [Department of H meland Secu ty (DHS)] a émis, à votre encontre, un ordre d'incarcération pour des raisons d'immigration. Un ordre d'incarcération pour es rais ns d'im i ation est un avis du DHS informant les agences des forces de l'ordre que le DHS a l'intention de vous détenir apr la dat normale de votre remise en liberté. Le DHS a requis que l'agence des forces de l'ordre, qui vous détient actuell ent, vo s gard en détention pour une période maximum de 48 heures (excluant les samedis, dimanches et jours fériés) au elà d la pér o à la fin de laquelle vous auriez été remis en liberté par les autorités policières de l'État ou locales en fonction d incu pat ns ou condamnations pénales à votre encontre. **Si le DHS ne vous détient pas durant cette période supplémentaire de 4 heur sans compter les fins de semaines et les jours fériés, vous devez contacter votre gardien** (l'agence des forc s de l rdre q i vous détient actuellement) pour vous renseigner à propos de votre libération par l'État ou l'autorité locale. **Si vo s avez une p te à formuler au sujet de cet ordre d'incarcération ou en rapport avec des violations de vos droits civ s liè s à des ctivités du DHS, veuillez contacter le centre commun d'admissions du Service de l'immigration et des D uanes [CE - Immigration and Customs Enforcement] [ICE Joint Intake Center] au 1-877-2INTAKE (877-246-8253). S vou croyez re un citoyen des États-Unis ou la victime d'un crime, veuillez en aviser le DHS en appelant le centre d'a istance des forces de l'ordre de l'ICE [ICE Law Enforcement Support Center] au numéro gratuit (855) 448-6903.**

AVISO AO DETENTO

O Departamento de S guran a Nac nal (DHS) emitiu uma ordem de custódia imigratória em seu nome. Este documento é um aviso enviado às a cias de imposição da lei de que o DHS pretende assumir a custódia da sua pessoa, caso seja liberado. O DHS pediu que a agência de imposição da lei encarregada da sua atual detenção mantenha-o sob custódia durante, no máximo, 48 horas (e luindo sábado domingos e feriados) após o período em que seria liberado pelas autoridades estaduais ou municipais de impo ção os ei, de acordo com as respectivas acusações e penas criminais. **Se o DHS não assumir a sua custódia durante essas 48 hor adici nais, excluindo-se os fins de semana e feriados, você deverá entrar em contato com o seu custodiante** (a agência d imposição da lei ou qualquer outra entidade que esteja detendo-o no momento) para obter informações sobre sua liberação da custódia tadual ou municipal. **Caso você tenha alguma reclamação a fazer sobre esta ordem de custódia imigratória ou relacionada a violações dos seus direitos ou liberdades civis decorrente das atividades do DHS, entre em contato com o Centro de Entrada Conjunta da Agencia de Controle de Imigração e Alfândega (ICE) pelo telefone 1-877-246-8253. Se você acreditar que é um cidadão dos EUA ou está sendo vítima de um crime, informe o DHS ligando para o Centro de Apoio à Imposição da Lei do ICE pelo telefone de ligação gratuita (855) 448-6903**

APPENDIX 7 – Evacuation Routes



➔ EXIT = Evacuation Routes to Emergency Exits

APPENDIX 8 – Evacuation Assembly Areas



APPENDIX 9 – Homeland Security Bomb Threat Checklist (Contact 911)

BOMB THREAT CALL PROCEDURES

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

If a bomb threat is received by phone:

1. Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does.
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist (reverse side) immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of the call, do not hang up, but from a different phone, contact FPS immediately with information and await instructions.

If a bomb threat is received by handwritten note:

- Call _____
- Handle note as minimally as possible.

If a bomb threat is received by e-mail:

- Call _____
- Do not delete the message.

Signs of a suspicious package:

- No return address
- Excessive postage
- Stains
- Strange odor
- Strange sounds
- Unexpected Delivery
- Poorly handwritten
- Misspelled Words
- Incorrect Titles
- Foreign Postage
- Restrictive Notes

DO NOT:

- Use two-way radios or cellular phone; radio signals have the potential to detonate a bomb.
- Evacuate the building until police arrive and evaluate the threat.
- Activate the fire alarm.
- Touch or move a suspicious package.

WHO TO CONTACT (select one)

- **Follow your local guidelines**
- **Federal Protective Service (FPS) Police**
  1-877-4-FPS-411 (1-877-437-7411)
- **911**

BOMB THREAT CHECKLIST

Date: _____ **Time:** _____

Time Caller Hung Up: _____ **Phone Number where Call Received:** _____

Ask Caller:

- Where is the bomb located? (Building, Floor, Room, etc.)
- When will it go off?
- What does it look like?
- What kind of bomb is it?
- What will make it explode?
- Did you place the bomb? Yes No
- Why?
- What is your name?

Exact Words of Threat:

Information About Caller:

- Where is the caller located? (Background and level of noise)
- Estimated age:
- Is voice familiar? If so, who does it sound like?
- Other points:

Caller's Voice

- ❑ Accent
- ❑ Angry
- ❑ Calm
- ❑ Clearing throat
- ❑ Coughing
- ❑ Cracking voice
- ❑ Crying
- ❑ Deep
- ❑ Deep breathing
- ❑ Disguised
- ❑ Distinct
- ❑ Excited
- ❑ **Female**
- ❑ Laughter
- ❑ Lisp
- ❑ Loud
- ❑ **Male**
- ❑ Nasal
- ❑ Normal
- ❑ Ragged
- ❑ Rapid
- ❑ Raspy
- ❑ Slow
- ❑ Slurred
- ❑ Soft
- ❑ Stutter

Background Sounds:

- ❑ Animal Noises
- ❑ House Noises
- ❑ Kitchen Noises
- ❑ Street Noises
- ❑ Booth
- ❑ PA system
- ❑ Conversation
- ❑ Music
- ❑ Motor
- ❑ Clear
- ❑ Static
- ❑ Office machinery
- ❑ Factory machinery
- ❑ Local
- ❑ Long distance

Other Information:

_____

_____

Threat Language:

- ❑ Incoherent
- ❑ Message read
- ❑ Taped
- ❑ Irrational
- ❑ Profane
- ❑ Well-spoken

_____

_____

_____

Homeland Security

APPENDIX 10 – Phone Paging System Instructions



Use the third bottom from the top right to navigate to the second screen of the phone

You will see Page all on the left, second button from the top. Push the button and speak



APPENDIX 11 – First Aid Procedures for Exposure to Hazardous Substance

FIRST AID AND MEDICAL TREATMENT FOR EXPOSURE TO CHLORINE

First aid and CPR must be administered by properly trained and authorized individuals.

General Treatment for Exposure to Chlorine
- Immediately remove exposed person to an uncontaminated area.
- Check victim's respiration first.
- Remove any contaminated clothing and wash contaminated parts of the body.
- Never give anything by mouth to an unconscious patient.
- Call a physician to obtain medical assistance.

Chlorine Gas Inhalation if Breathing Has Ceased
- Commence artificial respiration immediately.
- Administer oxygen as soon as possible according to preparations made with medical personnel in advance.

Chlorine Gas Inhalation if Breathing Has Not Ceased
- Place patient in a comfortable position.
- Administer oxygen as soon as possible according to preparations made with medical personnel in advance.
- Keep patient warm and at rest.
- Render any other necessary first aid.

Liquid Chlorine Contact with the Eyes
- Flush eyes immediately with copious amounts of running water for 15 minutes.
- Forcibly hold eyelids apart to ensure complete irrigation of all eye and lid tissues.
- Do not attempt chemical neutralization of any kind.

Liquid Chlorine Skin Contact
- Emergency shower, removing clothes in shower.
- Wash well with copious amounts of soap and water.
- Apply no greases unless ordered by a physician.

The "Chlorine Manual," published by the Chlorine Institute, Inc. contains suggestions for physicians treating persons exposed to chlorine, and is used as a reference. The manual gives recommendations for general treatment, guidelines for administration of oxygen therapy and a description of excitement phenomenon.

NY HERO ACT:
Catskill Watershed Corporation's Airborne Infectious Disease Exposure Prevention Plan

The purpose of this plan is to protect employees against exposure and disease during an airborne infectious disease outbreak. This plan goes into effect when an airborne infectious disease is designated by the New York State Commissioner of Health as a highly contagious communicable disease that presents a serious risk of harm to the public health. This plan is subject to any additional or greater requirements arising from a declaration of a state of emergency due to an airborne infectious disease, as well as any applicable federal standards.

Employees should report any questions or concerns with the implementation this plan to the designated contact.

This plan applies to all "employees" as defined by the New York State HERO Act, which means any person providing labor or services for remuneration for a private entity or business within the state, without regard to an individual's immigration status, and shall include part-time workers, independent contractors, domestic workers, home care and personal care workers, day laborers, farmworkers and other temporary and seasonal workers.

The term also includes individuals working for digital applications or platforms, staffing agencies, contractors or subcontractors on behalf of the employer at any individual work site, as well as any individual delivering goods or transporting people at, to or from the work site on behalf of the employer, regardless of whether delivery or transport is conducted by an individual or entity that would otherwise be deemed an employer under this chapter. The term does not include employees or independent contractors of the state, any political subdivision of the state, a public authority, or any other governmental agency or instrumentality.

As of the date of the publication of this document, while the State continues to deal with COVID-19 and a risk still exists, no designation is in effect at this time. Please check the websites of Departments

of Health and Labor for up to date information on whether a designation has been put into effect, as any such designation will be prominently displayed. No employer is required to put a plan into effect absent such a designation by the Commissioner of Health.

I. RESPONSIBLITIES

This plan applies to all employees of the Catskill Watershed Corporation:
This plan requires commitment to ensure compliance with all plan elements aimed at preventing the spread of infectious disease. The following employees are designated to enforce compliance with the plan. Additionally, these employees will act as the designated contacts unless otherwise noted in this plan:

Jason Merwin: Executive Director

James Martin: Finance Director

Charles Bush: Building and Grounds Manager

Timothy Cox: Corporate Counsel

II. EXPOSURE CONTROL DURING A DESIGNATED OUTBREAK

A. MINIMUM CONTROLS DURING AN OUTBREAK

During an airborne infectious disease outbreak, the following minimum controls will be used in all areas of the worksite:

1. **General Awareness:** Individuals may not be aware that they have the infectious disease and can spread it to others. Employees should remember to:
    - Maintain physical distancing;
    - Exercise coughing/sneezing etiquette;
    - Wear face coverings, gloves, and personal protective equipment (PPE), as appropriate;
    - Try to limit what they touch;
    - Stop social etiquette behaviors such as hugging and hand shaking, and
    - Wash hands properly and often.
2. **"Stay at Home Policy":** If an employee develops symptoms of the infectious disease, the employee should not be in the workplace. The employee should inform the designated contact and follow New

York State Department of Health (NYSDOH) and Centers for Disease Control and Prevention (CDC) guidance regarding medical care and isolating.

3. **Health Screening:** In the event of a designated outbreak, employees will be screened for symptoms of the infectious disease or complete a health screening attestation form at the beginning of their shift. Employees are to self-monitor throughout their shift and report any new or emerging signs or symptoms of the infectious disease to the designated contact. An employee showing signs or symptoms of the infectious disease should be removed from the workplace and should contact a healthcare professional for instructions. The health screening elements will follow guidance from NYSDOH and CDC guidance, if available.

4. **Face Coverings:** To protect coworkers, employees may be required to wear face coverings throughout the workday to the greatest extent possible. Face coverings and physical distancing should be used together whenever possible. The face covering must cover the nose and mouth, and fit snugly, but comfortably, against the face. The face covering itself must not create a hazard, e.g. have features could get caught in machinery or cause severe fogging of eyewear. The face coverings must be kept clean and sanitary and should be changed when soiled,contaminated, or damaged.

5. **Physical Distancing:** Physical distancing will be followed as much as feasible. Avoid unnecessary gatherings and maintain a distance of at least six feet (or as recommended by the NYSDOH/CDC for the infectious agent) from each other. Use a face covering when physical distance cannot be maintained.

In situations where prolonged close contact with other individuals is likely, the following control method may be utilized:

- restricting or limiting customer or visitor entry;
- limiting occupancy;
- allowing only one person at a time inside small enclosed spaces with poor ventilation;
- reconfiguring workspaces;
- physical barriers;
- signage;

- floor markings;
- telecommuting;
- remote meetings;
- preventing gatherings;
- restricting travel;
- creating new work shifts and/or staggering work hours;
- adjusting break times and lunch periods;
- delivering services remotely or through curb-side pickup;

6. **Hand Hygiene:** To prevent the spread of infection, employees should wash hands with soap and hot water for at least 20 seconds. Employees should also utilize provided hand sanitizer with at least 60% alcohol to clean hands BEFORE and AFTER:

   - Touching your eyes, nose, or mouth;
   - Touching your mask;
   - Entering and leaving a public place; and
   - Touching an item or surface that may be frequently touched by other people, such as door handles, tables, printers, etc.

   Because hand sanitizers are less effective on soiled hands, hand washing rather than using hand sanitizer is preferred when your hands are soiled.

7. **Cleaning and Disinfection:** See Section V of this plan.

8. **"Respiratory Etiquette":** Because infectious diseases can be spread by droplets expelled from the mouth and nose, employees should exercise appropriate respiratory etiquette by covering nose and mouth whensneezing, coughing or yawning. Physical distancing should also be utilized to the extent possible.

9. **Special Accommodations for Individuals with Added Risk Factors:** Some employees, due to age, underlying health condition, or other factors, may be at increased risk of severe illness if infected. Please inform your supervisor or the HR department if you fall within this group and need an accommodation.

B. ADVANCED CONTROLS DURING AN OUTBREAK

For activities where the Minimum Controls alone will not provide sufficient protection for employees, additional controls from the following hierarchy may be necessary. Employers should determine if the following are necessary:

1. **Elimination**: Employers should consider the temporary suspension or elimination of risky activities where adequate controls could not provide sufficient protection for employees.
2. **Engineering Controls:** Employers should consider appropriate controls to contain and/or remove the infectious agent, prevent the agent from being spread, or isolate the worker from the infectious agent. Examples of engineering controls that could be implemented in the event of an outbreak include:

    i. Mechanical Ventilation:

        a. Local Exhaust Ventilation, for example:

            - Ventilated booths (lab hoods);
            - Kitchen Vents; and
            - Vented biosafety cabinets.

        b. **General Ventilation, for example**:

            - Dedicated ventilation systems for cooking areas, malls, atriums, surgical suites, manufacturing, welding, indoor painting, laboratories, negative pressure isolation rooms;
            - Increasing the percentage of fresh air introduced into air handling systems;
            - Avoiding air recirculation;
            - Using higher-efficiency air filters in the air handling system;
            - If fans are used in the facility, arrange them so that air does not blow directly from one worker toanother; and

    ii. **Natural Ventilation, for example**:

- Opening outside windows and doors to create natural ventilation; and
- Opening windows on one side of the room to let fresh air in and installing window exhaust fans on the opposite side of the room so that they exhaust air outdoors. *(Note: This method is appropriate only if air will not blow from one person to another.)*

iii. Install automatic disinfection systems (e.g., ultraviolet light disinfection systems).

iv. Install cleanable barriers such as partitions and/or clear plastic sneeze/cough guards.

v. Change layout to avoid points or areas where employees may congregate (e.g., install additional timeclocks).

3. "Administrative Controls" are policies and work rules used to prevent exposure. Examples that could be implemented in the event of an outbreak include:

- Increasing the space between workers;
- Adjust work schedules to accommodate fewer workers at a time;
- Disinfecting procedures for specific operations;
- Not shaking out soiled laundry;
- Employee training;
- Identify and prioritize job functions that are essential for continuous operations;
- Cross-train employees to ensure critical operations can continue during worker absence;
- Limit the use of shared workstations;
- Post signs reminding employees of respiratory etiquette, masks, handwashing;
- Rearrange traffic flow to allow for one-way walking paths;
- Provide clearly designated entrance and exits;
- Provide additional short breaks for handwashing and cleaning;
- Establishing employee team schedules for working on separate shifts;

4. Personal Protective Equipment (PPE) are devices like eye protection, face shields, respirators, and gloves that protect the wearer from infection. PPE will be provided, used and maintained in a sanitary and reliable condition at no cost to the employee. The PPE provided to an employee will be based on a hazard assessment for the workplace. Masks and gloves will continually be made available with additional PPE being made available as circumstances require.

C. EXPOSURE CONTROL READINESS, MAINTENANCE AND STORAGE

The controls we have selected will be obtained, properly stored, and maintained so that they are ready for immediate use in the event of an infectious disease outbreak and any applicable expiration dates will be properly considered. For additional information regarding imminent threats of a biological release, please refer to that section of the Catskill Watershed Corporation's Emergency Action Plan.

III. HOUSEKEEPING DURING A DESIGNATED OUTBREAK

A. Disinfection Methods and Schedules

Objects that are touched repeatedly by multiple individuals, such as door handles, light switches, control buttons/levers, dials, levers, water faucet handles, computers, phones, or handrails must be cleaned frequently with an appropriate disinfectant. Surfaces that are handled less often, or by fewer individuals, may require less frequent disinfection.

The disinfection methods and schedules selected are based on specific workplace conditions.

The New York State Department of Environmental Conservation (NYSDEC) and the Environmental ProtectionAgency (EPA) have compiled lists of approved disinfectants that are effective against many infectious agents (see **dec.ny.gov** and **epa.gov/pesticide-registration/selected-epa-registered-disinfectants**). Select disinfectants based on NYSDOH and CDC guidance and follow manufacturer guidance for methods, dilution, use, and contact time.

B. Adjustments to Normal Housekeeping Procedures

Normal housekeeping duties and schedules should continue to be followed during an infectious disease outbreak, to the extent practicable and appropriate consistent with NYSDOH and/or CDC guidance in effect at the time. However, routine procedures may need to be adjusted and additional cleaning and disinfecting may be required.

Maintenance and building staff may be at increased risk because they may be cleaning many

potentially contaminated surfaces. Some housekeeping activities, like dry sweeping, vacuuming, and dusting, can re-suspend into the air particles that are contaminated with the infectious agent. For that reason, alternative methods and/or increased levels of protection may be needed.

Rather than dusting, for example, the CDC recommends cleaning surfaces with soap and water before disinfecting them. Conducting housekeeping during "off" hours may also reduce other workers' exposures to the infectious agent. Best practice dictates that housekeepers should wear respiratory protection. See **cdc.gov** for more guidance.

C.

If an employee develops symptoms of the infectious disease at work, it is ideal to isolate the area in accordance with guidance issued by NYSDOH or the CDC, before cleaning and disinfecting the sick employee's work area. This delay will allow contaminated droplets to settle out of the air and the space to be ventilated.

D. As feasible, liners should be used in trash containers. Empty the containers often enough to prevent overfilling. Do not forcefully squeeze the air out of the trash bags before tying them closed. Trash containers may contain soiled tissue or face coverings.

IV. INFECTION RESPONSE DURING A DESIGNATED OUTBREAK

If an actual, or suspected, infectious disease case occurs at work, take the following actions:

- Instruct the sick individual to wear a face covering and leave the worksite and follow NYSDOH/CDC guidance.
- Follow local and state authority guidance to inform impacted individuals.

V. TRAINING AND INFORMATION DURING A DESIGNATED OUTBREAK

A. The Executive Director or other designated individuals will verbally inform all employees of the existence and location of this plan, the circumstances it can be activated, the infectious disease standard, employer policies, and employee rights under the HERO Act. (Note: training need not be provided to the following individuals: any individuals working for staffing agencies, contractors or subcontractors on behalf of the employer at any individual work site, as well as any individual delivering goods or transporting people at, to or from the work site on behalf of the employer, where delivery or transport is conducted by an individual or entity that would otherwise be deemed an employer under this chapter)

B. When this plan is activated, all personnel will receive training which will cover all elements of this plan and the following topics:

1. The infectious agent and the disease(s) it can cause;
2. The signs and symptoms of the disease;
3. How the disease can be spread;
4. An explanation of this Exposure Prevention Plan;
5. The activities and locations at our worksite that may involve exposure to the infectious agent;
6. The use and limitations of exposure controls
7. A review of the standard, including employee rights provided under Labor Law, Section 218-B.

C. The training will be:

1. Provided at no cost to employees and take place during working hours. If training during normal work hours is not possible, employees will be compensated for the training time (with pay or time off);
2. Appropriate in content and vocabulary to your educational level, literacy, and preferred language;
3. Verbally provided in person or though telephonic, electronic, or other means.

VI. PLAN EVALUATION DURING A DESIGNATED OUTBREAK

CWC will review and revise the plan periodically, upon activation of the plan, and as often as needed to keep up-to-date with current requirements. Document the plan revisions below:

Plan Revision History			
Date	**Participants**	**Major Changes**	**Approved By**

VII. EXISTING COVID-19 REOPENING GUIDANCE

CWC issued reopening guidance to staff in June, 2020 following implementation of outbreak administrative controls due to Covid-19 and remained effective through the New York State Governor's Emergency Declaration and were in conformance with then existing executive orders and guidance. These reopening guidelines are attached (**Attachment 1)** as a model of potential future processes that may result from future outbreaks.

VIII. RETALIATION PROTECTIONS AND REPORTING OF ANY VIOLATIONS

No employer, or his or her agent, or person, acting as or on behalf of a hiring entity, or the officer or agent of any entity, business, corporation, partnership, or limited liability company, shall discriminate, threaten, retaliate against, or take adverse action against any employee for exercising their rights under this plan, including reporting conduct the employee reasonably believes in good faith violates the plan or airborne infectious disease concerns to their employer, government agencies or officials or for refusing to work where an employee reasonably believes in good faith that such work exposes him or her, other workers, or the public to an unreasonable risk of exposure, provided the employee, another employee, or representative has notified the employer verbally or in writing, including electronic communication, of the inconsistent working conditions and the employer's failure to cure or if the employer knew or should have known of the consistent working conditions.

Notification of a violation by an employee may be made verbally or in writing, and without limitation to format including electronic communications. To the extent that communications between the employer and employee regarding a potential risk of exposure are in writing, they shall be maintained by the

employer for two years after the conclusion of the designation of a high-risk disease from the Commissioner of Health, or two years after the conclusion of the Governor's emergency declaration of a high risk disease. Employer should include contact information to report violations of this plan and retaliation during regular business hours and for weekends/other non-regular business hours when employees may be working.

Attachment 1:

CWC Re-Opening Employee Guidelines and COVID-19

All employees of the Catskill Watershed Corporation (CWC) will resume reporting every day to CWC office commencing on June 1, 2020. (50% capacity reinstituted in December, 2020) The following guidelines will be observed by all staff until further notice. These guidelines have been developed after review of federal CDC guidelines and State recommendations.

Building Entry

Only CWC employees and building contractors will be allowed inside of CWC building. No visitors, including guests and family members of CWC staff, will be allowed into the building. Signs will be placed on all CWC entrances advising the public that the building is closed and to call us instead, and doors will remain locked. Do not open the door for anyone who is not a CWC employee. Anyone entering CWC must fill out an attestation screening questionnaire and have their temperature taken by assigned CWC staff prior to entering the lobby area.

Employee Workspace

With the exception of front office and building staff, all CWC staff are assigned individual offices. CWC staff will report to their offices by 8 am each day for work. Except for building and secretary staff, CWC staff shall work in their individual offices.

Upon entry to CWC office building, CWC staff will wash hands in one of the bathrooms for at least 20 seconds and/or use supplied hand sanitizer. A daily screening questionnaire must be completed by each employee reporting to work attesting they do not have any symptoms and have not been in contact with anyone who has tested positive for Covid-19.

All employees have been provided masks. A separate email has been sent to every employee regarding protocols for reuse. A mask is not required to be worn when employees are alone in their individual office.

Employee Meetings & Interactions

CWC staff are strongly encouraged to familiarize themselves with the phone intercom system for discussions with fellow employees. This will reduce the need for face to face contact.

If a meeting with more than one employee is necessary, CWC employees will use the board room on the first floor for meetings, wear a provided mask, and maintain at least a 6 foot separation distance at all times. Please call or email the Secretary or Administrative Assistant to reserve that room.

When outside of your individual offices, CWC staff must wear a provided mask.

Outside Travel

CWC staff shall limit outside travel. Where possible attend meetings by phone or by computer. Site visits must be cleared by your supervisor in advance.

No CWC staff may meet in person with property owners or applicants. If a site visit is required, only one employee may go (to avoid two employees in the same vehicle). CWC employee may visit a site with supervisor's authorization for necessary purposes, such as to take pictures to verify a septic failure, status of construction, or to view a property (ie: verify trees to be removed). CWC staff should contact homeowner ahead of time to tell them that we cannot have any interaction while onsite, and that staff can discuss by phone their application or reason for the visit upon return to the office

Upon return, the employee must again wash their hands for at least 20 seconds and/or use hand sanitizer.

Employee Breaks

Employees are encouraged to eat lunch off site, outdoors, or at their desks until further notice. The kitchen/break room can be used to obtain fresh water, coffee, and use the microwave. However, the room should not be used for lunch or break space. Of course, a mask must be worn in indoor spaces outside of your office. For hourly employees, please familiarize yourself with the do not disturb feature on your phone so that you can have an interrupted lunch.

Cleaning

As they have throughout this pandemic, CWC building staff will continue to clean all touchable surfaces with disinfectants on a daily basis, including doors, door knobs, light switches, desks and tables, phones, vehicles, etc.

Illness & Family Leave

If an employee has a fever or is feeling ill, he/she should stay home and notify their supervisor.

If a member of an employee's household is diagnosed with COVID-19 or exhibits symptoms consistent with COVID-19 (high fever, cough, etc), the employee should stay home and notify their supervisor.

If an employee cannot obtain child care due to COVID-19 restrictions or concerns, please contact the Executive Director to discuss telework options. Telework options remain limited but are a possibility for employees who cannot obtain child care for a specific period of time due to COVID-19 restrictions or are caring for someone infected by or recovering from COVID-19.

Coughing and Sneezing – CDC Recommendations

- Cover your mouth and nose with a tissue when you cough or sneeze
- Throw used tissues in the trash
- If you don't have a tissue, cough or sneeze into your elbow, not your hands

Staff and visitors should all be cognizant and versed in local, state and federal safety guidelines, which will be provided periodically.

CWC programs are one of the lynchpins of our local economy. Homeowners and businesses depend upon CWC and staff for loans, for septic reimbursement, for stormwater reimbursement, for flood resiliency. Numerous contractors rely on CWC programs for their livelihood. Following these guidelines will not only keep us and our loved ones safe, they will also allow CWC to continue to be there without interruption for the residents and businesses that call our forty-one watershed towns their home.

On behalf of management and the CWC Board, thank you for all you do and for your cooperation.

December 1, 2026

RESOLUTION NO.6356

THE BOARD OF DIRECTORS OF CATSKILL WATERSHED CORP. FOR THE ADOPTION OF THE SECURE ACT, CARES ACT, AND SECURE 2.0 ACT GOOD FAITH AMENDMENT

Whereas, on December 1, 2026, the following resolutions to amend the Catskill Watershed Corp. 403(b) Plan (the Plan) were duly adopted by a majority of the Board of Directors of Catskill Watershed Corp., and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the Employer hereby intends to amend the Plan for the SECURE Act, CARES Act, and SECURE 2.0 Act Good Faith Amendment effective 1st day of January 2026.

RESOLVED, that the proper Officers of the Employer shall act as soon as possible to notify employees of the Employer of the amendment to the Plan.

RESOLVED, that the proper Officers of the Employer are hereby authorized and directed to execute any and all such documents and to perform any and all such acts as may be necessary and proper to effect the foregoing.

NOW THEREFORE, the undersigned does hereby certify that the foregoing is a full, true and correct copy of the resolutions duly and regularly adopted by the Board of Directors of said Employer.

_____

Secretary

Date: _____

Catskill Watershed Corp.
Catskill Watershed Corp. 403(b) Plan

SUMMARY OF MATERIAL MODIFICATIONS

To: Participants and Beneficiaries of Catskill Watershed Corp. 403(b) Plan

From: Catskill Watershed Corp.

Date: December 4, 2026

This is to inform you of recent changes to our plan. This is a summary of the changes made and is an addition to the Summary Plan Description (SPD) you have already received. If there are any conflicts between the SPD and this document, this document will control. If you would like to see the full text of changes, you may inspect the Plan Document or receive a copy of the changes as explained in the "ERISA Rights" section of your SPD.

How do Long-Term Part-Time Employees participate in the plan?

"Long-Term Part-Time (LTPT) Employee" is defined as an employee who (i) has completed at least 500 hours of service in each of 2 consecutive eligibility computation periods beginning after December 31, 2020 and (ii) has attained age 21 by the close of the last year of the 2 year period.

If you are an LTPT employee, you will enter the plan on shall be eligible to make elective deferrals under the CODA feature of the plan.

If you were at any time an LTPT employee, you will be credited with a "Long-Term Part-Time Year of Vesting Service" for each plan year, starting after December 31, 2020, in which you are credited with at least 500 hours of service.

What are Enhanced Catch-up Contributions?

All employees who are eligible to make salary deferrals under this plan and who are age 50 or older before the close of a plan year, are eligible to make catch-up contributions. The catch-up contributions are in addition to the regular salary deferrals. The IRS limits the amount that can be contributed as a catch-up contribution. For 2026, that limit is $8,000. For future tax years, the limit is subject to cost-of-living increases as published by the IRS.

The maximum Catch-up Contributions you may make will be increased in the years you turn age 60 to 63. The increased limit was $11,250 in 2026. For future years, the limit is subject to cost-of-living increases as published by the IRS.

When are Catch-up Contributions Required to be Roth Contributions?

Employees who are classified as Highly Paid Individuals by the IRS are only permitted to make Catch-up

Contributions on a Roth basis.

If you are impacted by this rule, there are some situations where you may be 'deemed' to have elected Roth with respect to Catch-up Contributions. Employees who are classified as Highly Paid Individuals by the IRS are only permitted to make Catch-up Contributions on a Roth basis.

Will the plan automatically distribute any of my benefits?

The plan will make a mandatory distribution if your vested account balance is $7,000 or less (prior to January 1, 2024, this threshold was $5,000) and you terminate employment. The distribution will be made as soon as administratively feasible. Any account balance that is from a rollover that you have transferred into the plan will not be taken into account in the determination of your total vested account balance for purposes of the mandatory distribution threshold.

If you do not provide payment instructions, the plan will automatically roll your distribution over to an IRA if your account balance is greater than $1,000. If your account balance is less than $1,000, your vested account balance will be paid directly to you or your beneficiary. Any account balance that is from a rollover that you have transferred into the plan will not be taken into account in the determination of your total account balance for purposes of the automatic rollover threshold. The plan administrator will notify you if the automatic rollover provisions apply to your distribution. After receiving this notice, you will have an opportunity to decide whether you wish to receive your distribution directly in cash or roll it into an eligible retirement plan or IRA.

The automatic rollover will be invested in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity.

See the full Summary Plan Description for further information. If you have any questions on this Summary or the changes to your plan, contact your Plan Administrator:

Catskill Watershed Corp.
669 County Highway 38
Suite 1
Arkville, NY 12406
(845) 586-1400

December 1, 2026

RESOLUTION NO. 6357

APPROVAL OF PUBLIC EDUCATION PROGRAM RULE AMENDMENT

WHEREAS, pursuant to the 1997 New York City Watershed Memorandum of Agreement and the Public Education Program Contracts with NYCDEP, the Catskill Watershed Corporation (CWC) is the program manager for the Public Education Program and implements the Public Education Program consistent with the terms of said contracts; and

WHEREAS, by Resolutions 116 and 466, the CWC Board of Directors approved the Public Education Program Rules; and

WHEREAS, CWC Public Education Committee recommends CWC Public Education Program Rules be amended to revise the grant cycle timeline, including the application due date, the deadline for grantees to return executed grant agreements, and the grant agreement term, which shall be fourteen (14) months, consisting of twelve (12) months for project implementation and two (2) months for preparation and submission of the final report; and

NOW, THEREFORE LET IT BE RESOLVED, the CWC Board of Directors hereby adopts the attached amendment to the Public Education Program Rules, effective beginning with Round 30 of the Public Education Grant Program.,

PUBLIC EDUCATION PROGRAM RULES
(ARTICLE 4)

Catskill Watershed Corporation
669 County Highway 38
Arkville, NY 12406

(845) 586-1400

Approved by the Board of Directors

April 2, 1998

Revised _____

Equal Opportunity Employer

CWC recognizes the importance of the Watershed to the City and the critical role of the Watershed communities in stewarding the Watershed, the importance of diversity and aquatic life in the Watershed and the importance of maintaining and preserving water quality in the Watershed. The CWC recognizes that increased awareness of the historical and present importance of the Watershed and the City's water supply through public education programs will assist in meeting these goals.

Article 4

Approved by the Board of Directors 1
April 2, 1998 1
Equal Opportunity Employer 1
Chapter 4:00. Public Education Grants 4
4:00:01. Definitions 4
4:00:02. Purpose and Scope 4
4:00:03. Public Education Advisory Group 4
4:00:04. Competitive Grant Program 4
4:00:05. Distribution of Uncommitted Funds 4
4:00:06. Size and type of Awards 5
4:00:07. Qualified Educational Institutions 5
4:00:08. Evaluation Criteria for Competitive Funding 5
4:00:09. Program Restrictions 6
4:00:10. Application Requirements for Competitive Funding 6
4:00:11.Board Action On Applications 7
4:00:12. Approval by NYC DEP 7
4:00:13. Grantee Reporting Requirements 7
4:00:14. Method of Payment 7
4:00:15. Administrative Functions 7
4:00:16. Grant Requirements 8

Article 4

Chapter 4:00. Public Education Grants

4:00:01. Definitions

Words used in this chapter mean:

1.) "Board," the Board of Directors of the CWC;

2.) "CWC," the Catskill Watershed Corporation;

3.) "MOA," the New York City Watershed Memorandum of Agreement;

4.) "WOH," West of Hudson Watershed;

5.) "NYCDEP," New York City Department of Environmental Protection;

6.) "PEAG", Public Education Advisory Group;

4:00:02. Purpose and Scope

CWC shall manage and provide funding for a program ("Public Education Program") of public education on the West of Hudson Watershed, to increase public awareness of the West of Hudson Watershed; the nature and importance of the City's water supply system; and the critical role of watershed residents as stewards of water quality.

4:00:03. Public Education Advisory Group

The Public Education Advisory Group (PEAG) is comprised of thirteen (13) or more members who represent educators and educational institutions in the City as well as in the West of Hudson Watershed. Members of PEAG serve for a term of indefinite duration. PEAG members may not be publicly elected officials. The President of the CWC shall fill vacancies on the PEAG. The PEAG is established to advise, consult, and recommend actions to the CWC that are appropriate public education projects and programs for funding with Public Education Funds. PEAG shall evaluate and, by majority vote, make a recommendation in writing concerning all projects proposed for funding under the Public Education Program to the CWC.

4:00:04 Competitive Grant Program

There shall be one application cycle for competitive grants each program year. Applications must be postmarked or delivered by 4 p.m. the first Friday of ~~-~~ November~~February~~, and are open to all eligible activities and audiences as listed in section 4:00:07, or as stipulated in an annual Watershed Education Grant Program Request for Proposals. The Public Education Advisory Group shall evaluate and make a recommendation in writing concerning awards to be made under the Competitive Grant Program.
The evaluation and recommendation shall be in narrative form and address the applicable criteria listed in section 4:00:08 of this Chapter.

The CWC staff shall provide copies of the written evaluation and budget to the Board at least ten days before the Board votes on the project.

The Board shall select for funding only those projects it has evaluated and determined to be Eligible Public Education Projects pursuant to section 4:00:07 and the criteria listed in section 4:00:08. Once approved, the CWC shall forward the proposals to the NYCDEP. Once approved by the NYCDEP, the Executive Director of the CWC shall enter written grant agreements with qualified educational institutions to implement selected public education projects and programs approved by the City.

4:00:05. Distribution of Uncommitted Funds

Unobligated or uncommitted Public Education Program Funds remaining at the close of the regular award cycle shall be carried forward to the next application/award cycle of the current program year. Unobligated or uncommitted

funds remaining at the close of the program year shall be carried forward and be available for distribution during the next program year.

4:00:06. Size and type of Awards

The Competitive Grant Program will be open to New York City and WOH schools and qualified educational institutions as delineated in 4:00:07, with a preference for those whose audience is Pre-K-12 students. Grants may also include public audiences within the West of Hudson Watershed Towns or City of New York. No grant shall be for less than $400.00. The maximum grant amount to be awarded is $10,000.00. The Board may award less than the amount requested in the application. In determining award amounts for each applicant, the Board shall consider the availability of funds, the proposed project, an applicant's need, and an applicant's ability to carry out the proposed activity within 12 months, including the ability to obtain matching funds (if applicable).

4:00:07. Qualified Educational Institutions

To be eligible for funding under this program all entities must meet one of the following criteria or partner with a qualified educational institution:

1. Public libraries, museums, pre-schools, kindergartens, primary and secondary schools, high schools, academies, colleges and universities, professional and technical schools, vocational and trade schools, Board of Cooperative Educational Services (B.O.C.E.S.) extension courses and all educational institutions under the supervision of the regents of the state of New York or other educational facility supported in whole or in part by public funds or by contributions solicited from the general public.
2. Private educational institutions including pre-schools, kindergartens, primary and secondary schools, high schools, academies, colleges and universities, professional and technical schools, vocational and trade schools.
3. Federal or State non-profit corporation with educational programs.
4. Municipal entities with educational programs or facilities.

4:00:08. Evaluation Criteria for Competitive Funding

Program and project design should ensure that resources are used efficiently and that the program or project is repeatable over the short or long term. Public Education Programs intended to serve schools shall supplement and expand upon existing school curricula and programs and not merely replace or restore existing curricula and programs that have been the subject of reduced public funding.

Preference will be given to programs and projects that are realistic and achievable, promote educational partnerships, have a community outreach component, include a plan for written and photographic documentation and have potential to serve as a model elsewhere. In program years when competitive grants are made available to West-of-Hudson applicants, as well as New York City applicants, preference will be given to projects that serve West-of-Hudson audiences. In any program year, special consideration will be given to proposals serving both upstate and downstate audiences. Proposals must provide for an evaluation of outcomes in term of the stated goals of the program or project.

In determining whether to select a project for funding, the CWC shall consider the following criteria. The PEAG written evaluations provided to the CWC Board must address these criteria:

A. The public education programs and projects are intended to increase public awareness of the human and natural history of the WOH Watershed and the development of the City's water supply system.

B. The programs shall emphasize the importance of the WOH Watershed to the City and the critical role of the WOH Watershed communities in stewarding the Watershed.

C. The programs shall emphasize the importance of the diversity and importance of aquatic and terrestrial life in the WOH Watershed, and/or the importance of, and means of preserving, water quality in the WOH Watershed.

D. Public Education Programs must supplement and expand upon existing school criteria and programs and not merely replace or restore existing curricula or programs that have been the subject of reduced public funding.

E. The CWC may only enter into contracts to expend public education program funds with Qualified Educational Institutions. Qualified educational institutions are those as defined in section 4:00:07.

When making a decision on an application, the Board may, in addition, examine the following factors :

(a) Audience and number of individuals reached;
(b) Amount of grant requested;
(c) Anticipated accomplishment of program goals and effect on target audience, community, area, and WOH watershed;
(d) Promotion of educational institution partnerships;
(e) The amount of the entity's contribution to the project.

4:00:09 Program Restrictions

Grant funds from the Public Education Program may be used both in the West of Hudson Watershed region and the City of New York with the following restrictions:

1.) Public Education Funds shall be used to supplement and expand upon existing school criteria and programs not merely replace or restore existing curricula or programs that have been the subject of reduced public funding.

2.) All advertising, including print and electronic, and work products shall include a logo or tag line identifying it as paid with CWC funds in partnership with New York City's DEP.

3.) Public Education Funds shall not be used to pay for capital costs of constructing stationary facilities or acquiring any interests in real property. Stationary facilities shall not include construction of exhibits inside a building at a regional Catskill museum.

4.) The inclusion of cooperative partnerships is encouraged, but not required in this program.

5.) Public Education Funds may only be used to pay costs pursuant to written agreements, entered in accordance with Article 7 of the Program contract, reasonable and necessary fees and expenses of any consultants engaged by CWC to assist in fulfilling its duties and responsibilities and CWC's reasonable administrative costs to manage the Public Education Program.

6.) CWC shall also not use Public Education Funds to pay any costs that have been or will be paid for with funds provided under any other program pursuant to the Watershed MOA.

4:00:10. Application Requirements for Competitive Funding

Each participating qualified educational institution shall submit a complete application, budget and supporting documentation to be reviewed by PEAG. The PEAG shall recommend appropriate public education projects for funding with Public Education Funds to the CWC Education Committee. for their review. The CWC Education Committee shall forward reviewed and recommended applications and supporting documentation, including budget, to the CWC Board for approval. Upon approval by the CWC Board, CWC staff shall send applications to NYCDEP for approval. NYCDEP shall provide approval or denial within 15 calendar days.

Application forms shall be provided by the CWC and must be completed and signed before an application is presented to PEAG. The following information is required for all grant applications:

1.) Applicant's name and address;

2.) Descriptions of entity applying for grant (i.e. type of organization).

3.) Contact people, address, and telephone number.

4.) A narrative project plan which contains information regarding the applicant's proposal;

5.) Tax identification number;

6.) Name of project partner (if applicable);

7.) Amount of funding requested;

8.) Document non-profit status (if applicable);

9.) Letters of commitment from all collaborating agencies and/or matching funding sources (if applicable).

10.) Approximate start-up date, and the date by which the proposed project will be complete;

11.) Any other additional information as may be requested by the PEAG, CWC and/or Board in order to assist in grant award process;

4:00:11. Board Action On Applications

For each application recommended by PEAG, the Board shall either approve the application as requested, approve as recommended, approve the application with modification, or disapprove the application.

An applicant who believes that his or her application under the Public Education Grant Program was wrongly denied, may request a review of the disputed claim(s) by the CWC Board of Directors. The applicant shall submit such request for appeal in writing to the President of the CWC, by certified mail, return receipt requested, within 30 days of the applicant's receipt of denial letter. In the request for appeal, the applicant shall identify the reason for the appeal. The CWC Board shall act upon written request no later than the next regularly scheduled CWC Board meeting that occurs at least fifteen (15) days after CWC's receipt of the completed written request for appeal.

The decision of the CWC Board of Directors after appeal is not subject to further review or revision by CWC.

4:00:12. Approval by NYC DEP

The CWC shall forward public education programs and projects recommended by PEAG and approved by the CWC Board of Directors to NYC DEP for approval. An itemized budget for each recommended program or project shall be supplied to DEP, if not previously provided.

4:00:13 Grantee Reporting Requirements

Each entity that is awarded a public education grant is required to file a report with the CWC describing the manner in which the funds were expended in accordance with the requirements of the Reconciliation Statement (as defined by the Agreement) ~~at the completion of the project~~. The report shall be in a form prescribed by the CWC staff. The report must contain any applicable information relative to the measured success of the program. Failure to submit a completed Final Report 14 months after grant contract's execution date~~30 days prior to the grant contract's termination date~~ will render the applicant school or organization ineligible to apply for further CWC education funding.

4:00:14 Method of Payment

Grantees shall submit payment requests on forms provided by CWC staff.

4:00:15. Administrative Functions

The CWC staff shall process grant applications recommended by PEAG, prepare and negotiate agreements, and engage in any other functions necessary to expedite and assist the Board in the performance of its duties.

Article 4

Notwithstanding any assurance, guarantee, communication, or representation made to the contrary, there is no commitment of the CWC without specific authorization by the Board. Only the Board may make an award from the Public Education Funds to an applicant.

4:00:16. Grant Requirements

All successful applicants must execute a CWC public education grant agreement prior to receipt of public education funds. Applicants who have been awarded funds must submit a resolution(s) by the appropriate body (school boards, boards of directors of non-profit organizations, or municipal boards) demonstrating authority of the individual executing the grant agreement to contract on behalf of the organization, and authorization to participate and perform the activities specified in the approved grant application, prior to receipt of public education program funds. CWC must receive ~~an executed grant contract~~a complete grant agreement no later than June 15~~November 1~~ of the same year the grant was approved by the CWC Board. If the ~~contract~~ complete grant agreement is not received by such date, grant approval will be deemed withdrawn. The applicant may reapply for funding in the next round.

December 1, 2026

RESOLUTION NO. 6358

APPROVAL OF WORKFORCE DEVELOPMENT PROGRAM RULE AMENDMENTS

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, 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, as a condition of the Filtration Avoidance Determination, New York City Department of Environmental Protection (NYCDEP) has agreed to fund the CWC Public Education Program, which now includes a Workforce Development Program to enhance the workforce capacity within the Watershed region by providing grant funding to equip individuals with the knowledge, skills, training, certifications, professional licenses, and technical expertise to pursue and obtain a wide range of jobs and careers in and in support of the WOH Watershed.; and

WHEREAS, on August 27, 2025, the CWC Board of Directors agreed to serve as program manager of such a program to be referred to as the CWC Workforce Development Program (the "Program") and a Program Agreement with the City was approved; and

WHEREAS, by Resolution 5868, the CWC Board of Directors approved the Workforce Development Program Rules, as per the Public Education Committee's recommendation; and

WHEREAS, CWC Public Education Committee recommends the CWC Workforce Development Program Rules be amended to refinement of the following: definitions, award size, eligibility criteria, program restrictions, and reporting timeline.

NOW, THEREFORE LET IT BE RESOLVED, the CWC Board of Directors hereby adopts the attached amendments to the Workforce Development Program Rules.

WORKFORCE DEVELOPMENT PROGRAM RULES (ARTICLE 4)

Catskill Watershed Corporation
669 County Highway 38
Arkville, NY 12406

(845) 586-1400

Approved by the Board of Directors

October 7, 2025

Equal Opportunity Employer

CWC **Workforce Development Program Rules**
Article 4

CWC recognizes the importance of the Watershed to the City and the critical role of the Watershed communities in stewarding the Watershed, the importance of diversity and aquatic life in the Watershed and the importance of maintaining and preserving water quality in the Watershed. The CWC recognizes that increased awareness of the historical and present importance of the Watershed and the City's water supply through public education programs will assist in meeting these goals.

CWC **Workforce Development Program Rules**
Article 4

Chapter 4:01 Workforce Development Program

4:01:01 Definitions

Words used in this article mean:

1) "CWC": the Catskill Watershed Corporation;
2) “WFD Program”: the Workforce Development Program.
3) “WOH” or “WOH Watershed”: the New York City West of Hudson Watershed.
4) "Board" or “CWC Board”: the Board of Directors of the CWC;
5) "DEP": the New York City Department of Environmental Protection;
6) “Applicant”: an organization or entity that submits a proposal for funding to CWC for the proposed implementation of a workforce development project;
7) “MOA”: the New York City Watershed Memorandum of Agreement.
8) “Agreement”: the Public Education III Agreement between the New York City Department of Environmental Protection and the Catskill Watershed Corporation dated 8/27/2025.
9) “Eligible Project”: a Workforce Development Project that meets the eligibility requirements.
10) “Program Funds”: any New York City funds and any earnings thereon remitted to CWC hereunder for the purposes of carrying out the WFD Program in accordance with the terms of the Agreement.
11) “Program Participant”: 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 these Program Rules and the Agreement.
12) “Program Participant Agreement”: a written agreement between CWC and the Program Participant governing the terms and procedures for awarding a grant to fund the Eligible Project.
13) “Program Rules”: the written program rules governing the WFD Program, developed and modified by CWC in consultation with DEP.
14) “Project Contract”: 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 these Program Rules and the Agreement.
15) “Project Contractor”: a contractor who has entered into an agreement with the Program Participant and performed work on an approved Eligible Project in accordance with the terms and provisions of these Program Rules and the Agreement.
16) “Unallocated”: 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 (as defined in the Agreement).
17) “Workforce Development Project”: 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 WOH Watershed.
18) “Competitive Grant Program”: the structure of WFD Program funding whereby multiple Applicants apply for a limited pool of money and selections are made based on the eligibility and comparative strength and merit of their written applications.

19) "Scholarship": ~~financial assistance provided to an individual for participation in a non-degree educational, training, certification, workshop, or workforce development activity.~~ a financial award made to, or on behalf of, a specific individual who is named or identified at the time of application or award, to support that individual's enrollment in or completion of an educational or training program. Scholarships for degree-granting programs are ineligible for funding under this Program.

20) "Stipend": ~~a fixed payment made to an individual~~participant from an organization ~~to support participation in an approved Program activity, including training, education, internships, or research. A stipend is intended to offset participation costs or time commitment and is not considered compensation for employment services unless otherwise specified.~~ Not a Scholarship but a fixed amount of Program Funds awarded to a Program Participant as part of an approved Eligible Project. The Program Participant then disburses the amount to individuals selected to take part in the Eligible Project's activities, such as training, internships, apprenticeships, or mentorships. Stipend recipients are not identified at the time of application. The Program Participant selects them after the award of the grant, using the selection criteria described in the approved application and Program Participant Agreement. A stipend is intended to offset an individual's costs of participation or time commitment and is not considered compensation for employment unless otherwise specified in the Program Participant Agreement.

21) "Tuition": the fees charged by an educational institution, training provider, or certification program for longer-term schooling or continuing education that leads to a collegiate degree. ~~instruction, coursework, or participation in an educational or training activity.~~ Tuition is ~~costs are~~ ineligible for funding under this program.

22) "Machinery/Equipment/Technology": durable property, devices, systems, software, or tools purchased or acquired for use in implementing an approved project. Examples include machinery, vehicles, tools, computer hardware, software, monitoring equipment, communications equipment, laboratory equipment, environmental monitoring devices, and other specialized assets needed to carry out project activities.

4:01:02 Purpose and Scope

The CWC Workforce Development Program is designed to enhance the workforce capacity within the WOH Watershed region by providing grant funding to equip individuals with the knowledge, skills, training, certifications, professional licenses, and technical expertise to pursue and obtain a wide range of jobs and careers in and in support of the WOH Watershed.

By fostering a well-trained and adaptable workforce, the program aims to support the economic vitality of the region, ensuring that businesses and industries can thrive while maintaining a commitment to environmental stewardship.

4:01:03 Program Objectives

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The CWC encourages applications that seek to meet the following outcomes and address the specific challenges of workforce development in the WOH Watershed, such as:

- Training and skill development in sectors with identified current and future job opportunities within the WOH Watershed economy;
- Educating and training local residents to perform important jobs related to Watershed protection, including partnership programs;
- Facilitating practical, hands-on experience through paid apprenticeships or internships;
- Funding training programs to bridge skill gaps and promote career advancement;
- Initiatives that provide enabling services, such as childcare, transportation, housing assistance, and financial counseling, to help individuals overcome barriers to development and employment;
- Access to broadband and technology to enable digital literacy and skills training;
- Training and employment-related opportunities for individuals with disabilities;
- Hard- and soft-skill training to help individuals who are neither in school nor working to reconnect with career opportunities; and
- Providing skills and pathways to prepare youth (ages 13-30) for long-term success ~~and the future of work in an AI/automation-driven WOH Watershed economy.~~

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4:01:04 Competitive Grant Program

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The Board shall evaluate written project applications for participation in the WFD Program, and in the Board's sole discretion, select projects to fund based on consideration of the eligibility criteria and priorities set forth below.

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There shall be two application cycles for competitive grants each program year. Applications must be received by 3 p.m. the first Friday of February (Cycle 1) and received by 3 p.m. the first Friday of June (Cycle 2) and are open to all eligible activities and audiences as listed in section 4:01:07.

The CWC staff, in consultation with DEP, shall provide copies of recommended written grant applications to the Public Education Committee at least ten days before the Committee reviews the projects to recommend to the Board for approval. CWC staff shall also provide any written evaluation comments received from DEP.

The Board shall select for funding only those projects it has evaluated and determined to be Eligible Workforce Development Projects pursuant to section 4:01:07 and the criteria listed in section 4:01:08. Once approved and the 15-day period pursuant to MOA Paragraph 107 has passed without objection, CWC shall enter written Program Participation Agreements with approved Applicants to implement selected workforce development projects and programs.

4:01:05 Distribution of Unallocated Funds

Program Funds that have not been allocated by CWC to an Eligible Project at the close of the application/award cycle 1 shall be carried forward to the next application/award cycle (cycle 2) of the current program year.

Unallocated funds remaining at the close of the program year shall be carried forward and be available for award during the next program year.

4:01:06 Size and Type of Awards

The Competitive Grant Program will be open to qualified institutions as delineated in 4:01:07. The minimum award shall be ~~No Program Participant Agreement shall be for~~ no less than $5,000.00~~500.00~~. The Board may award less or more than ~~less than~~ the amount requested in the application. In determining award amounts for each Applicant, the Board shall consider the availability of funds, the proposed project, an Applicant's ability to carry out the proposed activity within 12 months of an executed Program Participant Agreement, including the ability to obtain matching funds (if applicable).

4:01:07 Eligible Applicants

To be eligible for funding awards under this program all Applicants must meet one of the following criteria or partner with a qualified institution:

1. Public, private or charter schools (grades K-12), a college or university, Board of Cooperative Education Services, a vocational or trade schools.

2. Not-for-profit corporations.

3. Public entities including municipalities, towns, villages, hamlets, counties, special-purpose districts (e.g., libraries, water, soil and water, or sewer districts) and other subdivisions of state or local government.

4. Private incorporated employers.

4:01:08 Eligibility Criteria for Funding

Applicants' project goals must clearly articulate how the proposed project will provide WOH residents or employers with the knowledge, skills, training, certifications, professional licenses, and technical expertise to pursue and obtain a wide range of jobs and careers in the WOH Watershed.

A. Workforce Development Projects may include, but are not limited to, the following:
- apprenticeships, internships, mentorships;

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- career development projects or events;
- collaborations with existing workforce development entities, program or initiatives;
- s~~S~~hort-term professional development activities, including trainings, seminars, workshops, and courses required to obtain or maintain a professional license, certification, or other non-degree credential. Eligible costs may include registration, preparation materials, coursework, and exam/test fees, Stipends. ~~professional development trainings, seminars, courses required for licenses or accreditations, or workshops;~~ or
- the purchase of supplies, technology or small equipment/machinery costing less than $50,000 in total Program Funds provided that such purchases are directly related to a workforce development or career development project, program or initiative.

B. Projects ineligible for funding include:

- Scholarships, as defined in the "Definitions" section ~~scholarships, tuition, or other financial assistance for enrollment in a degree-granting program scholarships (not including eligible trainings, seminars, courses, workshops),~~
- Tuition, as defined in the "Definitions" section ~~tuition or related costs for longer-term schooling or continuing education that leads to a bachelors/graduates degree. tuition costs for longer-term schooling or continuing education that leads to a degree,~~
- the purchase of equipment and/or machinery costing more than $50,000 in total Program Funds,
- the purchase of a single piece of equipment or machinery that represents 80% or more of total project funds (requested + match funds), or
- the purchase of real property, or
- the construction or installation of permanent buildings or structures.

4:01:09 Evaluation Criteria for Funding

Program and project design should ensure that resources are used efficiently and that the program or project is repeatable over the short or long term. In determining whether to select a project for funding, the CWC Board must address these criteria:

A. The CWC may only enter into Program Participant Agreement to expend workforce development program funds with Eligible Applicants as defined in section 4:01:07.

B. The proposed workforce development project must meet the eligibility criteria as defined in section 4:01:08.

C. Proposed programs must comply with all applicable federal, state, and local laws and regulations and adhere to all applicable non-discrimination laws and ensure equal access to services for all eligible individuals.

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When making a decision on an application, the Board may, in addition, examine the following factors :

(a) Audience and number of individuals reached;
(b) Amount of grant requested;
(c) Specific workforce development needs within target communities (supported by data or community assessments);
(d) Anticipated accomplishment of program goals and effect on target audience, community, area, and WOH Watershed;
(e) The amount of the Applicant's contribution to the project.
(f) Applicant's record of compliance in this and other CWC programs.
(g) Applicant's track record and prior ability to perform similar or related work.

4:01:10 Program Restrictions

Grant funds from the Program may be used in the WOH Watershed region with the following restrictions:

1) All advertising, including print and electronic, and work products shall include a logo or tag line identifying it as paid for with CWC Workforce Development Grant.

2) Workforce Development Funds shall not be used to pay for capital costs of constructing stationary facilities or acquiring any interests in real property.

3) Workforce Development Funds may only be used to pay costs pursuant to written agreements, reasonable and necessary fees and expenses of any consultants engaged by CWC to assist in fulfilling its duties and responsibilities and CWC's reasonable administrative costs to manage the WDP.

46.) CWC shall also not use Workforce Development Funds to pay any costs that have been or will be paid for with funds provided under any other City-funded program**.**

5.) Mileage Costs. Mileage may be reimbursed at a rate not to exceed the IRS standard mileage rate in effect on the date of travel. Applicants seeking mileage reimbursement must provide an estimated mileage budget in their application. An additional contingency of up to ten percent (10%) of the mileage budget may be requested. Reimbursement shall not exceed the approved mileage budget, including any approved contingency amount, and any excess mileage costs shall be the responsibility of the Program Participant.

4:01:11 Application Requirements for Competitive Funding

Each Applicant shall submit a complete application, budget and supporting documentation to be reviewed by CWC no later than the due date.

CWC and DEP staff shall internally review and then put forward recommended applications and supporting documentation, including budget, to the Public Education Committee for review. If recommended by the Public Education Committee, CWC staff shall submit applications to the CWC Board for their review and action.

Application forms shall be provided by the CWC and must be completed and signed before an application is presented to the Public Education Committee.

The following information is required for all grant applications:
1.) Applicant's name and address;
2.) Descriptions of entity applying for grant (i.e. type of organization);
3.) Contact people, address, and telephone number;
4.) A narrative project plan which contains information regarding the Applicant's proposal and a detailed plan for how they will evaluate the effectiveness of their program in achieving its goals (specific metrics and data collection methods);
5.) Tax identification number;
6.) Name of project partner (if applicable);
7.) Total amount of funding requested with a detailed budget outlining how grant funds will be used and a clear justification for each expense;
8.) Documentation of non-profit status (if applicable);
9.) Letters of commitment from all collaborating agencies and/or matching funding sources (if applicable);
10.) Municipalities shall provide an authorizing resolution in support of the grant application;
11.) Approximate start-up date, and the date by which the proposed project will be complete; and
12.) Any other additional information as may be requested by CWC and/or Board in order to assist in grant award process;

4:01:12 Board Action On Applications

For each application put forward to them, the Board shall either approve the application as submitted, approve as recommended, approve the application with modification, table for more information, or disapprove the application.

An Applicant who believes that their application under the WFD Program was wrongly denied may request a review of the disputed application(s) by the CWC Board of Directors. The Applicant shall submit such request for appeal in writing to the President of the CWC, by certified mail, return receipt requested, within 30 days of the Applicant's receipt of denial letter. In the request for appeal, the Applicant shall identify the reason for the appeal. The CWC Board shall act upon written request no later than the next regularly scheduled CWC Board meeting that occurs at least fifteen (15) days after CWC's receipt of the completed written request for appeal.

The decision of the CWC Board of Directors after appeal is not subject to further review or revision by CWC.

4:01:13 Grantee Reporting Requirements

Each entity that is awarded a WFD Program grant is required to file a report with the CWC describing the manner in which the funds were expended, in accordance with the requirements of the Reconciliation Statement (as defined by the Agreement), at the completion of the project or within 14 ~~12~~ months of the grant, whichever milestone occurs first.

The report shall be in a form prescribed by the CWC staff. The report must contain any applicable information relative to the measured success of the program.

Failure to submit a completed Final Report prior to the termination of the Program Participation Agreement (14 months after execution)~~30 days prior to the grant Program Participant Agreement's termination date~~ may render the Applicant ineligible to apply for further CWC funding and/or may result in a demand for return of grant funds ~~in cases of misuse, failure to meet agreed-upon goals, or non-compliance with program rules~~.

4:01:14 Method of Payment

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Approved Applicants shall submit payment requests only on forms provided by CWC staff.

4:01:15 Administrative Functions

The CWC staff shall process grant applications, coordinate with DEP on the evaluation of each project, forward recommended grant applications to the CWC Public Education Committee and Board, prepare and negotiate agreements, and engage in any other functions necessary to expedite and assist the Board in the performance of its duties.

Notwithstanding any assurance, guarantee, communication, or representation made to the contrary, there is no commitment of the CWC without specific authorization by the Board. Only the Board may make an award from the Workforce Development Funds to an Applicant.

4:01:16 Grant Requirements

All successful Applicants must execute a CWC Workforce Development Program Participant Agreement prior to receipt of Workforce Development funds. Applicants who have been awarded funds must submit a resolution(s) by any appropriate body (e.g., boards of directors of non-profit organizations) demonstrating authority of the individual executing the Program Participant Agreement to contract on behalf of the organization/entity, and authorization to participate and perform the activities specified in the approved grant application, prior to receipt of Workforce Development Program funds.

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CWC must receive an executed Program Participant Agreement no later than 90 days after the date the application was approved by the CWC Board. If the Program Participant Agreement is not received by such date, grant approval will be deemed withdrawn. The Applicant may reapply for funding in the next round.

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December 2, 2026

RESOLUTION NO. 6359

APPROVAL OF COLLATERAL CHANGE FOR

HIGH FALLS PARTNERS LLC – ROCK CLIFF HOUSE

WHEREAS, the Catskill Watershed Corporation (CWC) established the REDI Fund Loan Program for the purpose of providing low interest loans to qualified economic development projects in the West of Hudson Watershed to be administered by the CWC in accordance with the Catskill Fund for the Future (CFF) Program Rules; and

WHEREAS, on November 3, 2026, the CWC Board of Directors, by Resolution Number 6330 approved a loan to High Falls Partners LLC in the amount of Eight Hundred Thirty-Five Thousand Dollars ($835,000.00) for the renovation and soft cost regarding 1203 Route 213, High Falls NY,

WHEREAS, said loan is secured by first a mortgage on 1203 Route 213, High Falls NY, an assignment of rents and leases, first position lien on furniture, fixtures, equipment, inventory and accounts receivable, personal guarantee of Luigina Vecchione, Rachel Wyncoop, and Rebecca Wyncoop and a collateral assignment of life insurance Luigina Vecchione, Rachel Wyncoop and Rebecca Wyncoop in the amount of $370,000.00 each; and

WHEREAS, the Catskill Fund for the Future Program Rules section 1:02:04 require that a material change, including a change in collateral coverage, to a previously approved loan requires CWC Board review and approval; and

WHEREAS, Rebecca Wyncoop is unable to obtain life insurance which is supported by a letter of declination from a life insurance company; and

WHEREAS, High Falls Partners LLC requests the life insurance requirement on Rebecca Wyncoop be removed and replaced with policies in the amount of $500,000.00 each on both Luigina Vecchione, Rachel Wyncoop.

NOW, THEREFORE, LET IT BE RESOLVED, the CWC Board of Directors approves the request of High Falls Partners LLC to remove the collateral assignment of life insurance of Rebecca Wyncoop and increase the amount of Life Insurance to $500,000.00 each for both Luigina Vecchione, Rachel Wyncoop and the CWC Executive Director is authorized and directed to sign an amended Letter of Commitment reflecting the changes in collateral.

December 1, 2026

RESOLUTION NO. 6360

APPROVAL OF JOHN & ELIZABETH STARKS t/a BOVINA FARM & FERMENTORY, LLC

WHEREAS, the Catskill Watershed Corporation (CWC) established the REDI Fund Loan Program for the purpose of providing low interest loans to qualified economic development projects in the West of Hudson Watershed to be administered by the CWC in accordance with the Catskill Fund for the Future (CFF) Program Rules; and

WHEREAS, John & Elizabeth Starks t/a Bovina Farm and Fermentory, LLC has applied for a Eight Hundred Forty Thousand Dollar ($840,000.00) loan for a term of twenty (20) years, at a rate of four and one half percent (4.50%), adjustable every five years to the CWC rate in effect at that time, such that the outstanding principal is fully paid on the two hundred and fortieth (240^{th}) payment date, to refinance eligible debt associated with the real property known as 2951 County Rd. 5, Bovina NY and Scutt Mountain Road, Bovina, NY, and for soft costs; and

WHEREAS, pursuant to the CFF Program rules the CWC Staff has reviewed a completed CWC Loan application for John & Elizabeth Starks t/a Bovina Farm and Fermentory, LLC; and

WHEREAS, pursuant to the CFF Program rules the CWC Loan Committee has reviewed an underwriting report for John & Elizabeth Starks t/a Bovina Farm and Fermentory, LLC; and

WHEREAS, the CWC staff has reviewed and processed this application, and submitted a loan application report to the Board of Directors, attached hereto; and

WHEREAS, the Executive Director, pursuant to the CFF Program rules, has evaluated and determined that this loan meets the criteria for a qualified economic development project, said recommendation is attached hereto and made a part hereof; and

WHEREAS, pursuant to the CFF Program Contract a condition of CFF loans (and grants) is that the recipient shall comply with all applicable provisions of the New York City Watershed regulations, as well as other applicable laws, rules and regulations; and

WHEREAS, prior to closing on this loan, all applicable approvals will have been received by the applicant; and

WHEREAS, pursuant to the CFF Program rules only the CWC Board of Directors may make an award from the CFF to an applicant.

NOW, THEREFORE BE IT RESOLVED, the CWC Board determines John & Elizabeth Starks t/a Bovina Farm and Fermentory, LLC application meets the CWC CFF

qualified economic development criteria and approves of the loan application in the amount of Eight Hundred Forty Thousand Dollars ($840,000.00) for a term of twenty (20) years, at a rate of four and one half percent (4.50%), adjustable every five years to the CWC rate in effect at that time, such that the outstanding principal is fully paid on the two hundred and fortieth (240^{th}) payment date.

NOW, THEREFORE BE IT FURTHER RESOLVED, the CWC staff is authorized and directed to issue a commitment letter informing the borrower of its intention to issue the loan subject to compliance with all applicable provisions of the New York City Watershed regulations as well as other applicable laws, rules and regulations, completion of the necessary documents, the right of objection and staff is directed to develop the loan agreement, promissory notes and other documentation necessary to effectuate this loan in a form agreed upon by CWC.

NOW, THEREFORE BE IT FURTHER RESOLVED, that upon said approval of loan documentation CWC is authorized to close on said loan and disburse proceeds thereof in accordance with the loan documents.

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

QEDP Evaluation and CWC Staff Recommendation
Purpose: To review the CWC Loan Application of John & Elizabeth Starks t/a Bovina Farm and Fermentory, LLC

The Executive Director of the CWC makes the following evaluation concerning a REDI Fund Loan to John & Elizabeth Starks t/a Bovina Farm and Fermentory, LLC located in the Town of Middletown, NY. Evaluation is based on the Evaluation Criteria established in the Catskill Fund for the Future Program Rules, approved on August 22, 2001, by the CWC Board of Directors.

1. Based on due inquiry to the NYSDEC, the NYCDEP and to the best of CWC's knowledge, the property at 2951 County Rd. 5, Bovina NY and Scutt Mountain Road, Bovina, NY, owned by John & Elizabeth Starks t/a Bovina Farm and Fermentory, LLC, is presently in compliance with all applicable environmental statutes and regulations.
2. Based on due inquiry to the NYSDEC, the NYCDEP and to the best of CWC's knowledge, the property at 2951 County Rd. 5, Bovina NY and Scutt Mountain Road, Bovina, NY, owned by John & Elizabeth Starks t/a Bovina Farm and Fermentory, LLC, is not subject to any enforcement actions by any regulatory agency.
3. (a) To the best of CWC's knowledge, the project is consistent with historic land use patterns, available infrastructure and sensitivity to the need for water quality protection.
    - (i) John & Elizabeth Starks t/a Bovina Farm and Fermentory, LLC, located at 2951 County Rd. 5, Bovina NY and Scutt Mountain Road, Bovina, NY, owned by John & Elizabeth Starks t/a Bovina Farm and Fermentory, LLC, will operate the business known as Bovina Farm and Fermentory, LLC
    - (ii) The project is located in the Town of Bovina,
    - (iii) The projects will not utilize a municipal sewer system
    - (iv) The projects appear to present no threat to water quality.
    - (v) The projects appear to generate no materials with the potential to degrade water quality that are not pretreated prior to release.
    - (vi) Based on NYCDEP the projects are not in the 60-day travel time.
    - (vii) There is no impact on Federal or State wetlands.

    (b) The projects maintain the character of the Town of Middletown.
    - (i) The projects are consistent with current zoning.
    - (ii) The projects are compatible with surrounding land uses.
    - (iii) The projects will not generate excessive traffic.
    - (iv) The project described is of such magnitude that it does not appear likely to promote secondary growth and therefore requires no additional review of land use plans or infrastructure.
4. The projects are consistent with the West of Hudson Economic Development Study, which has been completed.
5. Not applicable.

Catskill Watershed Corporation
Board Report
December 1, 2026

Borrower: **John Starks & Elizabeth Starks**
https://www.bovinafarmfermentory.com/
2951 County Road 5
Bovina, NY 13740

REDI-Loan Request:	$840,000.00
Rate:	4.50% (5 year adjustable)
Term:	20 years
CWC Monthly Payment:	$5,314.25
Total Monthly Payments:	$5,314.25
Type:	Hospitality
County:	Delaware
Town:	Bovina

Uses of Funds

	CWC	Equity	Total
Eligible Refinance	$830,000	-	$830,000
RE Purchase	-	$112,000	$112,000
Renovation		$120,000	$120,000
Equipment	-	$25,820	$25,820
Soft Costs	$10,000	-	$10,000
TOTAL	**$840,000**	**$257,820**	**$1,097,820**

Debt Service Coverage/Cash Flow/Classification

Actual 2023 DSC	1.18:1
Actual 2024 DSC	.23:1
Actual 2025 DSC	1.20:1
Breakeven @ 93% of 2025 DSC	1.00:1
Collateral Coverage	1.10:1
Net Worth Rating	+
Loan Classification	**IA+**

Security:

- First position lien on 2951 County Rd. 5, Bovina NY; SBL: 152.-2-10.16 & Scutt Mountain Rd; SBL: 152.-2-10.13
- First position lien on furniture, fixtures and equipment, inventory and AR
- Personal Guarantee of Jacob Sackett
- Corporate Guarantee of Bovina Farm and Fermentory, LLC
- Life Insurance in the full amount of the loan on Jacob Sackett and Elizabeth Starks
- Assignment of Rents and Leases

I. STATEMENT OF PURPOSE

Bovina Farm and Fermentory are requesting financing in the amount of $840,000 to refinance the existing mortgage held by Farm Credit East. The refinance would pay off the existing debt and improve cash flow.

II. DESCRIPTION OF BUSINESS/PROJECT OVERVIEW

Bovina Farm and Fermentory is an owner-operated hospitality and agricultural business combining a restaurant, brewery, five-room guest house including a separate cottage, and a small farm. The property was purchased in late 2017 and over the next two (2) years Jake and Elizabeth built the Main House and the Brewery Barn from the ground up; they cleared the land for gardens, orchards and pastures as well. They opened to the public in August 2021 for Saturday Dinner Parties, serving a four (4) course meal to 38 guests. In 2022 they added The Kitchen Supper and in 2023 they added the Sunday Roast on select Sunday afternoons throughout the summer and fall and the Field Day Feast held 1 – 2 weekends in October.

Dining and Meal Prices

- **Saturday Dinner Party:** $120 plus gratuity per person with house wine pairings; $100 per person with house beer pairings; or $85 per person for the meal only, with beverages available à la carte.
- **Kitchen Supper:** $75 per person for a three-course set menu, with beer and wine available for purchase à la carte.
- **Sunday Roast:** $60 plus gratuity per person for a midday country-style meal with drinks included.

Dinner menus are based on ingredients available for harvest each week. Ingredients are sourced from the property's homestead and neighboring Catskills and Delaware County farms. On-site production includes eggs, honey, herbs, and organic vegetables, with a root cellar and larder used to store canned, preserved, and fermented products. Meat, dairy products, and additional seasonal produce are sourced from local producers, including venison, duck, and rabbit used in prepared dishes. Beer is produced on-site in the timber-frame barn using New York State-grown grains and mountain spring water.

In 2024 Jacob, who is a licensed NYS Hunting Guide, started offering guided hunts in the spring and fall. The guided hunts begin on the farm property and extend into the 1,200 acres of state land the property borders. Guided hunts are limited to a few per spring and fall and group sizes of up to 5 may be accommodated depending on what is in season.

While it was always the long-term vision to open an inn on the property, the success of the dinners they were hosting and encouragement from the guests attending the dinners made it a short-term vision. In the late summer of 2024, they started offering overnight accommodation. The inn has five rooms and can accommodate about 10 guests. The main guesthouse is about 45 feet by 26 feet on each of its two floors, with a 14-foot-by-20-foot

extension off the back of the first floor. It includes three inn rooms, the restaurant, and a commercial kitchen. The brewery barn is about 25 feet by 40 feet and includes a half-loft inn unit. The separate cottage is about 16 feet by 21 feet.

Overnight Accommodation Rates

- **The Bedroom:** Starting at $220 per night for a light, spacious second-floor room in the main house with an en-suite bathroom.
- **The Pasture Room:** Starting at $270 per night for a timber-clad first-floor room with a private Dutch-door entrance.
- **The Cottage:** $320 per night for a stand-alone, off-grid guesthouse, with a two-night minimum; children over age 8 are welcome for an additional $50 per night.
- **The Maison:** Starting at $370 per night for an upstairs suite with a private custom kitchen, living room, and clawfoot tub.
- **The Loft:** $295 per night.

2026 also saw the business hosts five micro-weddings annually, generally one per month from June through October, with attendance limited to 50 guests. Events use the property's indoor and outdoor spaces and may include a four-course pasture-side dinner and a reception in the fermentation barn. Custom packages may include invitations, live music, beverage service, guest favors, and a farewell breakfast. Pricing starts at $25,000

III. DESCRIPTION OF PROPERTY

2915 County Road 5 encompasses 20 acres and includes the main house, the barn brewery and the guest cottage. The property also has a small pasture for the sheep, an orchard as well as the garden which all support the farm dinners.

The Scutt Mountain Road property is 19 acres of vacant land with plans to eventually include this as part of the business.

The septic for the tavern and inn has a 2,000 gallon and 1,000-gallon concrete septic tanks in series. A 1,000-gallon concrete grease trap is installed on the sewer line from the tavern kitchen. After the septic tanks a 1,000-gallon concrete dosing chamber is in place with a single flout which discharges to a raised absorption field. The absorption field has ten 75-foot-long laterals. The basal area is 39 feet by 160 feet. Each lateral trench is two feet wide, and the trenches are eight feet on center. The depth of fill is a minimum of 36 inches. The holding tank for the brewery waste is a 2,000-gallon concrete tank with an alarm system.

IV. MANAGEMENT AND PERSONNEL

Bovina Farm and Fermentory, LLC is currently owned 60% by Elizabeth Starks, 20% by Jacob Sackett, and 20% by John Starks. The owners are working on a resolution to remove John from the LLC because he is a silent member and does not receive payments from the business.

Jacob Sackett and Elizabeth Starks run the day-to-day business together. Both earned bachelor's degrees from Cornell University in business management and agricultural fields, and both previously worked in brewery management at Lamplighter Brewing in Cambridge, Massachusetts. Jacob focuses on the restaurant kitchen, brewery, guided hunts, and farm work, while Elizabeth coordinates restaurant guests, the inn, bookings, and farm work.

V. PROPOSED COLLATERAL

- First position lien on 2951 County Rd. 5, Bovina NY; SBL: 152.-2-10.16 & Scutt Mountain Rd; SBL: 152.-2-10.13
- First position lien on furniture, fixtures and equipment, inventory and AR
- Personal Guarantee of Jacob Sackett
- Corporate Guarantee of Bovina Farm and Fermentory, LLC
- Life Insurance in the full amount of the loan on Jacob Sackett and Elizabeth Starks
- Assignment of Rents and Leases

LOAN CLASSIFICATION: IA+

VI. POSITIVE ATTRIBUTES

- Business cash flows with actual numbers
- Collateral Coverage
- Combined net worth of Guarantors
- 100% occupancy rate for 2025
- Supports other local businesses

VII. NEGATIVE ATTRIBUTES

- Business can be economy driven

VIII. MITIGATES

- Business cash flows with actual numbers
- Combined net worth of Guarantors

IX. CONTINGENCIES AND CONDITIONS PRECEDENT

Borrower:	**John Starks & Elizabeth Starks** https://www.bovinafarmfermentory.com/ 2951 County Road 5 Bovina, NY 13740

REDI-Loan Request:	$840,000.00
Rate:	4.50% (5 year adjustable)
Term:	20 years
CWC Monthly Payment:	$5,314.25
Total Monthly Payments:	$5,314.25
Type:	Hospitality
County:	Delaware
Town:	Bovina

Uses of Funds

	CWC	Equity	Total
Eligible Refinance	$830,000	-	$830,000
RE Purchase	-	$112,000	$112,000
Renovation		$120,000	$120,000
Equipment	-	$25,820	$25,820
Soft Costs	$10,000	-	$10,000
TOTAL	**$840,000**	**$257,820**	**$1,097,820**

Debt Service Coverage/Cash Flow/Classification

Actual 2023 DSC	1.18:1
Actual 2024 DSC	.23:1
Actual 2025 DSC	1.20:1
Breakeven @ 93% of 2025 DSC	1.00:1
Collateral Coverage	1.10:1
Net Worth Rating	+
Loan Classification	**IA+**

Security:

- First position lien on 2951 County Rd. 5, Bovina NY; SBL: 152.-2-10.16 & Scutt Mountain Rd; SBL: 152.-2-10.13
- First position lien on furniture, fixtures and equipment, inventory and AR
- Personal Guarantee of Jacob Sackett
- Corporate Guarantee of Bovina Farm and Fermentory, LLC
- Life Insurance in the full amount of the loan on Jacob Sackett and Elizabeth Starks
- Assignment of Rents and Leases









December 1, 2026

RESOLUTION NO. 6361

APPROVAL OF RENDLER LANDSCAPIN & EXCAVATION, INC.

WHEREAS, the Catskill Watershed Corporation (CWC) established the REDI Fund Loan Program for the purpose of providing low interest loans to qualified economic development projects in the West of Hudson Watershed to be administered by the CWC in accordance with the Catskill Fund for the Future (CFF) Program Rules; and

WHEREAS, Rendler Landscaping & Excavation, Inc. has applied for a One Hundred Eighty Thousand Dollar ($180,000.00) loan for a term of fifteen (15) years, at a rate of four and one half percent (4.50%), adjustable every five years to the CWC rate in effect at that time, such that the outstanding principal is fully paid on the one hundred and eightieth (180^{th}) payment date, to purchase the real property known as 357 & 367 Southside Road, Margaretville NY, and for soft costs; and

WHEREAS, pursuant to the CFF Program rules the CWC Staff has reviewed a completed CWC Loan application for Rendler Landscaping & Excavation, Inc.; and

WHEREAS, pursuant to the CFF Program rules the CWC Loan Committee has reviewed an underwriting report for Rendler Landscaping & Excavation, Inc.; and

WHEREAS, the CWC staff has reviewed and processed this application, and submitted a loan application report to the Board of Directors, attached hereto; and

WHEREAS, the Executive Director, pursuant to the CFF Program rules, has evaluated and determined that this loan meets the criteria for a qualified economic development project, said recommendation is attached hereto and made a part hereof; and

WHEREAS, pursuant to the CFF Program Contract a condition of CFF loans (and grants) is that the recipient shall comply with all applicable provisions of the New York City Watershed regulations, as well as other applicable laws, rules and regulations; and

WHEREAS, prior to closing on this loan, all applicable approvals will have been received by the applicant; and

WHEREAS, pursuant to the CFF Program rules only the CWC Board of Directors may make an award from the CFF to an applicant.

NOW, THEREFORE BE IT RESOLVED, the CWC Board determines Rendler Landscaping & Excavation, Inc. application meets the CWC CFF qualified economic development criteria and approves of the loan application in the amount of One Hundred Eighty Thousand Dollars ($180,000.00) for a term of fifteen (15) years, at a rate of four and one half percent (4.50%), adjustable every five years to the CWC rate in effect at that

time, such that the outstanding principal is fully paid on the one hundred and eightieth (180^{th}) payment date.

NOW, THEREFORE BE IT FURTHER RESOLVED, the CWC staff is authorized and directed to issue a commitment letter informing the borrower of its intention to issue the loan subject to compliance with all applicable provisions of the New York City Watershed regulations as well as other applicable laws, rules and regulations, completion of the necessary documents, the right of objection and staff is directed to develop the loan agreement, promissory notes and other documentation necessary to effectuate this loan in a form agreed upon by CWC.

NOW, THEREFORE BE IT FURTHER RESOLVED, that upon said approval of loan documentation CWC is authorized to close on said loan and disburse proceeds thereof in accordance with the loan documents.

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

QEDP Evaluation and CWC Staff Recommendation
Purpose: To review the CWC Loan Application of Rendler Landscaping & Excavation, Inc.

The Executive Director of the CWC makes the following evaluation concerning a REDI Fund Loan to Rendler Landscaping & Excavation, Inc. located in the Town of Middletown, NY. Evaluation is based on the Evaluation Criteria established in the Catskill Fund for the Future Program Rules, approved on August 22, 2001, by the CWC Board of Directors.

1. Based on due inquiry to the NYSDEC, the NYCDEP and to the best of CWC's knowledge, the property at 357 & 367 Southside Road, Margaretville NY, to be purchased by Rendler Landscaping & Excavation, Inc., is presently in compliance with all applicable environmental statutes and regulations.
2. Based on due inquiry to the NYSDEC, the NYCDEP and to the best of CWC's knowledge, the property at 357 & 367 Southside Road, Margaretville NY, to be purchased by Rendler Landscaping & Excavation, Inc., is not subject to any enforcement actions by any regulatory agency.
3. (a) To the best of CWC's knowledge, the project is consistent with historic land use patterns, available infrastructure and sensitivity to the need for water quality protection.
    - (i) Rendler Landscaping & Excavation, Inc., located at 357 & 367 Southside Road, Margaretville NY, will house equipment and run this business
    - (ii) The project is located in the Town of Middletown,
    - (iii) The projects will not utilize a municipal sewer system
    - (iv) The projects appear to present no threat to water quality.
    - (v) The projects appear to generate no materials with the potential to degrade water quality that are not pretreated prior to release.
    - (vi) Based on NYCDEP the projects are not in the 60-day travel time.
    - (vii) There is no impact on Federal or State wetlands.

    (b) The projects maintain the character of the Town of Middletown.
    - (i) The projects are consistent with current zoning.
    - (ii) The projects are compatible with surrounding land uses.
    - (iii) The projects will not generate excessive traffic.
    - (iv) The project described is of such magnitude that it does not appear likely to promote secondary growth and therefore requires no additional review of land use plans or infrastructure.
4. The projects are consistent with the West of Hudson Economic Development Study, which has been completed.
5. Not applicable.

Catskill Watershed Corporation
Board Report
December 1, 2026

Borrower:	**Rendler Landscaping & Excavation, Inc.** **357 & 367 Southside Road** **Margaretville, NY 12455** **facebook.com/Rendlerlandscaping/**
REDI-Loan Request:	$180,000.00
Rate:	4.50% (5 year adjustable)
Term:	15 years
Amortization:	15 years
CWC Monthly Payment:	$1,376.99
Other Monthly Payment:	$0.00
Total Monthly Payments:	$1,376.99
Type:	Service
County:	Delaware
Town:	Middletown

Uses of Funds

	CWC	Equity	Total
RE Acquisition	$178,000	$22,000	$200,000
Renovation Costs		$28,000	$28,000
Soft Costs	$2,000	-	$2,000
TOTAL	**$180,000**	**$50,000**	**$230,000**

Debt Service Coverage/Cash Flow/Classification

Actual DSC 2024	8.24:1
Actual DSC 2025	6.65:1
Breakeven @ 84.2% of Yr. 1 Projections	1.00:1
Collateral Coverage	1.21:1
Net Worth Rating	+
Loan Classification	**IA+**

Security:

- 1st Position lien on 357 & 367 Southside Rd., Margaretville NY; SBL: 327.-1-21.21 & 327.-1-22
- 2nd Position lien on furniture, fixtures, equipment, inventory and AR
- Personal Guarantee of William Rendler
- Life Ins. in the full amount of the loan on William Rendler
- Assignment of Rents and Leases

Underwriter: lk

I. STATEMENT OF PURPOSE

Rendler Landscaping & Excavation, Inc. is requesting $180,000.00 in financing to purchase 357 & 367 Southside Road, Margaretville NY, to serve as the base of operations for the business. An equity contribution of $50,000.00 will be used for a down payment on the two (2) properties as well as renovation costs for the shop located at 357 Southside Road.

II. DESCRIPTION OF BUSINESS

William began the business 10 years ago at the age of 19 with a used zero-turn mower purchased for $500.00. Through equipment reinvestment and a focus on customer service, it has grown from approximately 20 lawn accounts in its first year to approximately 125 residential and commercial mowing accounts.

The company provides a broad range of property maintenance and landscaping services, which includes the following:

- Residential and commercial lawn mowing
- Landscaping and property cleanups
- Tree trimming
- Patios and driveways
- Retaining walls and stonework
- Septic-related excavation and work
- Snow plowing and winter property maintenance
- Other excavation and property improvement services

The company currently services approximately 125 mowing accounts and approximately 100 winter snow-plowing accounts, including commercial properties such as health clinics and banks.

Most recently the business was located at 54400 State Hwy 30, Roxbury NY; due to the building being sold William had to move his equipment out and find a new shop to rent. This proved to be difficult, and he has had to store equipment where he could, making logistics for job planning hectic. Owning the shop will ensure the business does not find itself in this position again.

III. DESCRIPTION OF PROPERTY

357 Southside Road has a 40x26 (1,040 sq/ft) pole barn situated on 1.24 acres. 367 Southside Road has a 60x30 (1,800 sq/ft) pole barn situated on .25 acres; the equipment will be kept in these two (2) barns. Renovations include re-grading the parking lots and cosmetic work to the two (2) pole barns.

IV. MANAGEMENT AND PERSONNEL

Rendler Landscaping is an owner operated business. In addition to William, he employs two (2) other people with hourly wages between $20-$25. He plans to hire an additional person for the upcoming summer season. Rate of pay will be dependent on expertise and experience.

LOAN CLASSIFICATION: IA+

XI. POSITIVE ATTRIBUTES

- **Positive cash flow from actual numbers**
- **Collateral Coverage**
- **Net worth of Guarantor**

XII. NEGATIVE ATTRIBUTES

- **Aspects of the business can be economy driven**

XIII. MITIGATES

- **Positive cash flow from actual numbers**
- **Collateral Coverage**
- **Net worth of Guarantor**

XIV. CONTINGENCIES AND CONDITIONS PRECEDENT

- N/A

TERM SHEET

Catskill Watershed Corporation
Board Report

Borrower:	**Rendler Landscaping & Excavation, Inc.** **357 & 367 Southside Road** **Margaretville, NY 12455** **facebook.com/Rendlerlandscaping/**
REDI-Loan Request:	$180,000.00
Rate:	4.50% (5 year adjustable)
Term:	15 years
Amortization:	15 years
CWC Monthly Payment:	$1,376.99
Other Monthly Payment:	$0.00
Total Monthly Payments:	$1,376.99
Type:	Service
County:	Delaware
Town:	Middletown

Uses of Funds

	CWC	Equity	Total
RE Acquisition	$178,000	$22,000	$200,000
Renovation Costs		$28,000	$28,000
Soft Costs	$2,000	-	$2,000
TOTAL	**$180,000**	**$50,000**	**$230,000**

Debt Service Coverage/Cash Flow/Classification

Actual DSC 2024	8.24:1
Actual DSC 2025	6.65:1
Breakeven @ 84.2% of Yr. 1 Projections	1.00:1
Collateral Coverage	1.21:1
Net Worth Rating	+
Loan Classification	**IA+**

Security:

- 1st Position lien on 357 & 367 Southside Rd., Margaretville NY; SBL: 327.-1-21.21 & 327.-1-22
- 2nd Position lien on furniture, fixtures, equipment, inventory and AR
- Personal Guarantee of William Rendler
- Life Ins. in the full amount of the loan on William Rendler
- Assignment of Rents and Leases

Underwriter: lk







Underwriter: lk







Underwriter: lk

December 1, 2026

RESOLUTION NO. 6362

CWC BOARD APPROVAL OF LOCAL CONSULTATION PROGRAM II AGREEMENT

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 New York City Watershed MOA; and

WHEREAS, pursuant to Paragraph 60 of the Watershed MOA, the City is authorized to acquire land and conservation easements from willing sellers within the Watershed; and

WHEREAS, pursuant to Paragraph 71 of the Watershed MOA, the City has agreed to a process of consultation with towns and villages regarding the potential acquisition of land or a conservation easement on a parcel located within the boundaries of any such town or village; and

WHEREAS, in accordance with the 2010 Water Supply Permit, various parties and communities including, CW Corp. and the City, entered into the "Agreement Among West of Hudson Watershed Stakeholders Concerning NYCDEP's Continuation Of Its Land Acquisition Program", dated December 27, 2010, to address supplemental conditions relating to the City's acquisitions of land and other real property interests in the Watershed; and

WHEREAS, the New York State Department of Environmental Conservation issued to the City a four-year renewal of the 2010 Water Supply Permit effective on December 25, 2025 (the "2025 Water Withdrawal Permit" or "2025 WWP", which authorizes the continuation of the City's Land Acquisition Program inclusive of the City-Funded Flood Buyout Program, Streamside Acquisition Program ("SAP") and Watershed Agricultural Council Farm and Forest Conservation Easement Programs ("WAC Easement Programs") until December 24, 2029, including acquisition of permanent real property rights in connection with specific projects selected by the City and stakeholders;

WHEREAS, pursuant to Paragraph 148 of the Watershed MOA, the City has agreed to provide funds to assist towns and villages' review of project submissions by the City pursuant to the City's Land Acquisition Programs, including pursuant to paragraphs 60 and 71 of the Watershed MOA, as such programs may be modified, and CW Corp. has agreed to continue to serve as program manager, and to allocate and disburse funds in accordance with this Agreement; and

WHEREAS, pursuant to the 2017 Third Supplemental Side Agreement, the City agreed to increase the cap on the funding available for eligible community costs related to review of land acquisitions, in accordance with the 2010 Water Supply Permit, to $40,000.00 per incorporated town and village; and

WHEREAS, various parties and communities including, CWC and the City, entered into the "Fourth Supplemental Agreement Among West of Hudson Watershed Stakeholders", dated

December 16, 2025, to address supplemental conditions relating to the City's acquisitions of land and other real property interests in the Watershed, including a commitment to a new Collaborative Streamside Acquisition Program ("CSAP") and a continuation of the Local Consultation Fund.

NOW THEREFORE BE IT RESOLVED, that the CWC Board of Directors authorizes the Executive Director to execute the Local Consultation Program Agreement II to provide up to Forty Thousand Dollars ($40,000.00) per incorporated town and village for total contract amount of up to One Million Nine Hundred Sixty Thousand Dollars ($1,960,000.00) to assist towns and villages' review of project submissions by the City pursuant to the City's Land Acquisition Programs, including pursuant to paragraphs 60 and 71 of the Watershed MOA, as such programs may be modified.

AGREEMENT BETWEEN

THE CITY OF NEW YORK

AND THE

CATSKILL WATERSHED CORPORATION

(LOCAL CONSULTATION PROGRAM II)

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 ("CW Corp."), 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 CW Corp. being individually referred to as "Party" and 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 MOA; and

WHEREAS, the Commissioner of DEP (the "Commissioner") 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; and

WHEREAS, it is the intention of the Parties to assure the continued adequate supply of exceptional quality drinking water for the eight million residents of the City and the one million residents of New York State outside the City who depend upon the New York City drinking water supply system and the continued economic vitality of the communities located within the area from which the City obtains its water supply; and

WHEREAS, ninety percent of the City's water supply originates in the Catskill Mountain region from an area commonly referred to as the West of Hudson watershed, which spans over l,600 square miles and portions of five counties, forty-one towns, and nine villages ("West of Hudson Watershed"); and

WHEREAS, the City has determined that the source waters and reservoirs from which the City's water supply is drawn are vulnerable to degradation and contamination from various sources and activities; and

WHEREAS, the Parties agree that the New York City water supply system is an extremely valuable natural resource that must be protected in a comprehensive manner; and

WHEREAS, 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 enter into a new era of 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 the watershed communities; and

WHEREAS, pursuant to Paragraph 60 of the Watershed MOA, the City is authorized to acquire land and conservation easements from willing sellers within the Watershed; and

WHEREAS, pursuant to Paragraph 71 of the Watershed MOA, the City has agreed to a process of consultation with towns and villages regarding the potential acquisition of land or a conservation easement on a parcel located within the boundaries of any such town or village; and

WHEREAS, in accordance with the 2010 Water Supply Permit, various parties and

communities including, CW Corp. and the City, entered into the "Agreement Among West of Hudson Watershed Stakeholders Concerning NYCDEP's Continuation Of Its Land Acquisition Program", dated December 27, 2010, to address supplemental conditions relating to the City's acquisitions of land and other real property interests in the Watershed; and

WHEREAS, the NYSDEC issued to the City a four-year renewal of the 2010 Water Supply Permit effective on December 25, 2025 (the "2025 Water Withdrawal Permit" or "2025 WWP", which authorizes the continuation of the City's Land Acquisition Program inclusive of the City-Funded Flood Buyout Program, Streamside Acquisition Program ("SAP") and Watershed Agricultural Council Farm and Forest Conservation Easement Programs ("WAC Easement Programs") until December 24, 2029, including acquisition of permanent real property rights in connection with specific projects selected by the City and stakeholders;

WHEREAS, pursuant to Paragraph 148 of the Watershed MOA, the City has agreed to provide funds to assist towns and villages' review of project submissions by the City pursuant to the City's Land Acquisition Programs, including pursuant to paragraphs 60 and 71 of the Watershed MOA, as such programs may be modified, and CW Corp. has agreed to continue to serve as program manager, and to allocate and disburse funds in accordance with this Agreement; and

WHEREAS, various parties and communities including, CW Corp. and the City, entered into the "Fourth Supplemental Agreement Among West of Hudson Watershed Stakeholders", dated December 16, 2025, to address supplemental conditions relating to the City's acquisitions of land and other real property interests in the Watershed, including a commitment to a new Collaborative Streamside Acquisition Program ("CSAP") and a continuation of the Local Consultation Fund.

Commented [SJ1]: DEP accepts this edit.

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. Program

In accordance with the terms of this Agreement, the City hereby retains CW Corp. to perform the Services.

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. "Agreement" means this Agreement between CW Corp. and the City, including all attachments and appendices hereto.
C. "Backup Documentation" means the backup documentation provided by a town or village participating in the Program, evidencing all expenditures of Program Funds. The list of

required backup documentation evidencing such expenditures shall minimally include receipts for purchases (if applicable), vendor or consultant invoices, mileage reports, travel logs, and proof of salary or personnel costs (if applicable). DEP may request additional backup documentation as necessary to evidence a town or village's costs in connection with the Program. In the event DEP requests additional backup documentation, such requests shall be routed through CW Corp. and obtained by CW Corp. as the program manager under this Agreement.

D. "Board" or "CW Corp. Board" means the Board of Directors of the CW Corp.

E. "CATWAT-5" means the predecessor Local Consultation Program agreement between the Parties, dated January 21, 1997 and subsequently amended.

F. "Commencement Date" means a date that CW Corp. is authorized to undertake and perform the Services described in this Agreement, which is deemed to be August 25, 2026.

G. "Consultant Contract" means a contract entered into between a town or village participating in the Program and a Municipal Consultant for Services performed in accordance with the terms and provisions of this Agreement.

H. "DEP Program Manager" means the DEP employee assigned to manage CW Corp.'s administration of the Program, including the review and processing of invoices, reconciliations and supporting documentation as prepared by CW Corp. and submitted to DEP pursuant to this Agreement.

I. "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.

J. "Eligible Costs" mean the costs for local consultation activities that are eligible for reimbursement with Program Funds, as set forth in Section 2.01 of this Agreement.

K. "FAD" means a Filtration Avoidance Determination.

L. "NYSDEC" means the New York State Department of Environmental Conservation.

M. "Municipal Participation Agreement" means the written agreement between CW Corp. and a town or village in the West of Hudson Watershed for participation in the Program.

N. "PPB" means the New York City Procurement Policy Board.

O. "Program" means the Local Consultation Program as may be modified and amended under the terms and provisions of this Agreement.

P. "Program Funds" means (i) any City funds up to a maximum aggregate amount not to exceed One Million Nine Hundred Sixty Thousand Dollars ($1,960,000), remitted to CW Corp. hereunder for the purposes of carrying out the Program in accordance with the terms of this Agreement.

Q. "Program Term" means the period from the Effective Date through December 24, 2029.

R. "Services" means the administration of the Program, including the coordination with each participating town or village to provide funding of the Eligible Costs, and to gather and submit all required Backup Documentation to DEP, as more detailed in Section 2.01 of this Agreement.

S. "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, CW Corp., watershed counties, towns and villages, and certain environmental groups.

T. "Watershed Regulations" means the *Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and its Sources*, 10 NYCRR Part 128-1.1 *et seq.*

U. "Water Supply Permit" or "Water Withdrawal Permit" means the permit issued by the

NYSDEC to the City authorizing land and easement acquisition within the Watershed, as may be modified, amended or succeeded pursuant to Article 15, Title 5 of the New York State Environmental Conservation Law.

V. "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.

Section 1.03 Duration of Agreement

Commented [DF2]: DEP accepted the proposed revised Term.

A. This Agreement shall be effective on the Effective Date. CW Corp. shall commence the Services on the Commencement Date.

B. This Agreement shall terminate on the expiration of the Program Term. In the event a Water Withdrawal Permit mandates that the Program continue beyond the expiration date, this Agreement may be extended upon mutual agreement by the Parties and registration in accordance with Section 328 of the New York City Charter.

C. The following provisions of this Agreement shall survive termination of this Agreement until seven (7) years after termination: Articles 5, 10, 11 and 12.

ARTICLE 2
DESCRIPTION OF THE SERVICES

Section 2.01 Eligible Costs of Program

A. The Eligible Costs shall consist of the following:

i. Costs actually incurred by towns and villages in the West of Hudson Watershed to retain a consultant or consultants, or the additional costs and expenses of in-house municipal staff beyond those incurred to fulfill their duties and responsibilities, to review, assess and comment on submissions by the City of a proposed acquisition of real property interests in such town or village, pursuant to a City-funded program, including paragraphs 60 and 71 of the Watershed MOA, and Section 5 of the "Fourth Supplemental Agreement Among West of Hudson Watershed Stakeholders"; and

ii. Costs actually incurred by towns in the West of Hudson Watershed to delineate the boundaries of hamlets, commercial and industrial areas, and village extensions; and

iii. Costs actually incurred by towns in the West of Hudson Watershed to participate in the identification, selection, review and approval of real property acquisition projects including license agreements, to be advanced through the CSAP and specifically a Collaborative Project Working Group that will include members from the applicable town in project decision-making, pursuant to Section 5 of the "Fourth Supplemental Agreement Among West of Hudson Watershed Stakeholders".

Section 2.02 Municipal Participation Agreement Requirements

Commented [DF3]: DEP accepted the proposed insurance removal.

A. CW Corp. shall use Program Funds solely to reimburse towns and villages in the West of Hudson Watershed for the Eligible Costs set forth in Section 2.01 in accordance with written Municipal Participation Agreement with the town or village. Without limiting the foregoing,

the Municipal Participation Agreement shall require that:

i. The town or village provides DEP with a map which delineates the boundaries of hamlets, commercial and industrial areas, and/or village extensions, and provide DEP with, a map showing tax map parcels and the delineation of such boundaries and a list of the tax map parcels included within the delineated boundaries if such boundaries are changed during the term of this Agreement.

ii. The town or village provides Backup Documentation to CW Corp. evidencing its use of Program Funds solely for the Eligible Costs.

iii. The town or village cooperates in any audit of the receipt and disbursement of Program Funds undertaken by the State, including the State Comptroller, and the City, including DEP and/or the City Comptroller.

iv. The town or village keep complete and accurate records of its receipt and disbursement of Program Funds.

v. For Eligible Projects that include performance of public work within the meaning of Section 220 of the New York State Labor Law, agreement to maintain records evidencing compliance with such provisions.

vi. The town or village, or their consultants, perform all work in accordance with the terms of this Agreement.

vii. A statement and requirement that nothing contained in the Municipal Participation Agreement shall create any contractual relationship between the town or village, or its contractor, and the City.

viii. A requirement that the Municipal Consultant 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. The failure of CW Corp. and a town or village to enter into a Municipal Participation Agreement shall not preclude the City from beginning solicitation of acquisitions in such town or village or acquiring title to property or conservation easements on property in such town or village.

ARTICLE 3
PAYMENT GENERALLY

Section 3.01 Payment of Program Funds

A. When the City submits parcels or other proposed acquisition of real property interest to a town or village in the West of Hudson Watershed, for review, including pursuant to paragraphs 60 or 71 of the Watershed MOA or Section 5 of the "Fourth Supplemental Agreement Among West of Hudson Watershed Stakeholders", the City shall advise CW Corp. of such submission.

B. CW Corp. shall require each town or village in the West of Hudson Watershed with which it has entered into a Municipal Participation Agreement to submit to CW Corp. not more often than monthly, and not more than forty-five (45) days after such town or village incurs

the cost for which it is seeking reimbursement, an invoice, in a form acceptable to DEP, for payment of Eligible Costs. The invoice shall include the date of the invoice, a description of the work performed for the payment period covered by the invoice, an itemization of costs incurred by the town or village for the payment period, and the total costs and expenses incurred by the town or village for the payment period. The town or village shall attach bills, statements and any other supporting Backup Documentation to the invoice required by DEP, substantiating the costs and expenses requested in the invoice. CW Corp. shall promptly forward to DEP all invoices for payment received from towns or villages.

C. Upon approval of an invoice by DEP, the City shall pay CW Corp. the invoiced amount within sixty (60) days after DEP's receipt of the invoice.

D. CW Corp. shall disburse the Program Funds to the appropriate town or village promptly upon receipt of payment from the City. Provided the City makes payments to CW Corp, in a timely manner, the City shall not be responsible for any failure of CW Corp. to make such disbursements or to make such disbursements in a timely manner.

Section 3.02 Payment Obligations

A. All receipts and disbursements of Program Funds under this Agreement are subject to audit provided for under Section 5.03 and the accounting provided for under Subsections 5.04(B) and (C).

B. 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.

C. 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 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. 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.

D. 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.

E. 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 Program 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.

Section 3.03 Additional Restrictions on Use of Program Funds

Program Funds shall not be used to pay principal, premium or interest on bonds or other obligations.

Section 3.04 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 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, with CW Corp. agreeing to serve as intermediary with each town or village to ensure Backup Documentation is submitted in response to DEP's request for clarity or additional Backup Documentation. If the dispute is resolved, DEP shall pay any undisputed amount or amounts to CW Corp. as soon after resolution of the dispute is possible.

Section 3.05 Suspension of Payment Obligations For Invalidation Of The Water Withdrawal Permit

A. Notwithstanding the City's obligation to pay Program Funds, if the 2025 Water Withdrawal Permit is terminated by NYSDEC or voided or suspended by a court of competent jurisdiction, such that the City is no longer authorized to acquire real property interests in the West of Hudson Watershed, the City's obligation to pay Program Funds shall be suspended.

B. If the City's obligation to make payments under the Program is suspended pursuant to this Section, the City shall be entitled to stop providing Program Funds which become due and owing after the date the City is no longer authorized to acquire real property interests under the 2025 Water Withdrawal Permit , except that the City shall continue to pay CW Corp. for funds which CW Corp. contractually committed to pay in good faith and in substantial compliance with the Watershed MOA and this Agreement before the City gives CW Corp. notice of the court decision. Substantial compliance with the Watershed MOA shall include compliance with all terms of the Watershed MOA applicable to the Program.

C. The City's obligation to pay Program Funds under this Agreement shall remain suspended until:

   i. The 2025 Water Withdrawal Permit is reinstated so that the City is again able to purchase real property interests under the Water Withdrawal Permit; or

   ii. The City obtains a new permit from the NYSDEC that authorizes a program to acquire real property interests, including license agreements with riparian landowners, and such permit does not contain limitations imposed by the NYSDEC that are materially more restrictive than the Water Withdrawal Permit without the City's consent.

D. Upon reinstatement of the City's obligation to pay Program Funds, the City shall recommence paying invoices submitted by CW Corp. after the date of the reinstatement in accordance with Section 3.02. If CW Corp. seeks payment of unpaid invoices which

were submitted prior to reinstatement of the City's obligation to pay Program Funds, CW Corp. shall resubmit such invoices to the City. The City shall not be required to pay CW Corp. interest on any unpaid suspended payments.

E. For purposes of this Agreement, the 2025 Water Withdrawal Permit shall not be deemed voided or suspended if the permit is modified, revoked or suspended by the NYSDEC pursuant to 6 NYCRR Section 621.14.

ARTICLE 4
INSURANCE

Section 4.01. Intentionally Omitted.

ARTICLE 5
RECORDS AND REPORTS

Section 5.01 General

At DEP's request, CW Corp. shall provide 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 and shall require each town or village with which it enters into Program Participation Agreement, to 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 CW Corp., and documents identified in Paragraph 107(e) of the Watershed MOA. CW Corp. shall maintain all records relating to this Agreement for the seven (7) years after 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 or the Program.

B. CW Corp. shall prepare and maintain, and shall require each town or village with which it enters into an Municipal Participation Agreement to prepare and maintain, documentation and justification in support of expenditures under this Agreement in accordance with generally accepted business practices and shall make, and shall require each town or village with which it enters into a Municipal Participation Agreement to make such documentation available to the State, including the State Comptroller, and the City, including the City Comptroller, as they 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. CW Corp. shall also provide a copy of each 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 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 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 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, if any, on hand with CW Corp.; and (iv) 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 terminates or expires, CW Corp. shall provide to DEP an accounting of the Program from the City 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 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 contracts (iii) the amount of Program Funds, if any, on hand with CW Corp.; and (iv) 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., its 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. 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 while engaged 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 DEP or 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 CW Corp.'s operations and work under this Agreement resulting from any act, omission, commission, or error in judgment of any of another Party's officers, members, trustees, employees, agents. servants. or independent contractors. Each Party shall not be responsible for the safety and protection of another 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, 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 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 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 Subcontracts

CW Corp. shall self-perform the Services and not enter into any third-party subcontracts with consultants or other contractors to perform any of the Services. Municipal Participation Agreements and Municipal Contracts entered into by towns or villages to perform Services are not considered subcontracts.

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 th**e** 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 Program 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.

C. This Agreement will, upon registration by the City 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.

D. This Agreement will, when executed by the City and registered by the City pursuant to Section 328 of the City Charter, and assuming due execution and delivery by CW Corp., constitute the valid and binding agreement of the City and NYCDEP, enforceable in accordance with its terms.

E. 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. 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 also 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.

B. 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 by the Executive Committee of the Watershed Protection and Partnership Council.

C. 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, ANO 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. Notwithstanding the suspension or termination of this Agreement pursuant to this Section, nothing herein shall relieve the City of its obligation under the Watershed MOA, the WWP, and the Fourth Supplemental Agreement Among West of Hudson Watershed Stakeholders to reimburse each town or village in the West of Hudson Watershed for the purposes set forth in paragraph 148 of the Watershed MOA and this Agreement.

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 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, 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 2.0l. Any such interest shall be paid into the Program Fund for which payment was missed and shall be used in the same manner, and subject to the same restrictions as other funds in such 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, 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 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 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 Articles 2 and 3 of this Agreement.

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 Program Funds in a manner consistent with this Agreement to pay obligations necessarily incurred by CW Corp. in accordance with this Agreement.

B. CW Corp. shall submit, within ninety (90) calendar days, the reports required pursuant to Subsection 5.04(C).

C. 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 the Program, or were otherwise not authorized under this Agreement and not otherwise approved by DEP, such amount will be reimbursed to DEP, together with the total amount of any and all unspent Program Funds still held by CW Corp., within thirty (30) days of receipt by CW Corp. of DEP's demand therefor.

Commented [DF4]: DEP accepted CWC's proposed change.

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 DEP of the City.

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, certified mail, return receipt requested, or by overnight mail, to the following addresses:

If to DEP:

New York City Department of Environmental Protection
71 Smith Avenue
Kingston, NY 12401
Attention: Local Consultation Program Manager
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 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

The dispute resolution procedures of Article 3 of this Agreement, in the Watershed MOA and under common law shall be the sole dispute resolution procedures applicable to disputes arising under this Agreement.

Section 13.06 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 13.07 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. or 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 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 13.08 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 13.09 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 atter hereof. whether written or oral.

C. This Agreement may be executed in counterparts, each of which shall be 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 CITY OF NEW YORK

BY: _____

Joseph Vaicels, Assistant Commissioner/ACCO
Department of Environmental Protection

Catskill Watershed Corporation

BY: _____

Jason Merwin, Executive Director

ACKNOWLEDGMENT

State of New York)
ss.:
County of)

On the _____ day of _____, in the year 202_ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or person upon behalf of which the individual(s) acted, executed the instrument.
Notary Public

State of New York)
ss.:
County of)

On the _____ day of _____, in the year 202_ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or person upon behalf of which the individual(s) acted, executed the instrument.
Notary Public

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 1to Appendix B

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** **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.