

VILLAGE OF ENDICOTT, NY

BOARD OF TRUSTEES MEETING PROCEDURES AND AGENDA FORMAT

By majority vote, the Village of Endicott Board of Trustees has approved these Meeting Procedures which shall become effective immediately and all prior Meeting Procedures approved by the Board shall thereby be rescinded. Changes to these Meeting Procedures or to the "AGENDA" attached herein as "Addendum A" may only be made by a majority vote of the Village of Board of Trustees. Any approval of such changes shall be effective immediately unless otherwise stated.

These Meeting Procedures shall be placed on the Village website and labeled "Meeting Procedures" by the Village Manager within three (3) business days after Board approval and shall remain permanently and conspicuously on the website (by one click maximum) at the beginning of its "Board Meetings" page. They shall be updated on the website within three (3) business days after any future change(s) are approved by the Board.

DEFINITIONS

Board: 'Board' refers to the Endicott, NY Board of Trustees consisting collectively of four Trustees and the mayor.

Executive Session: An 'executive session' is the portion of a Board meeting that is not open to the general public.

Meeting: A 'meeting' is defined in the Open Meetings Law as the official convening of a public body for the purpose of conducting public business, including the use of video and/or telephone conferencing for attendance and participation by Board members and the general public.

Minutes: 'Minutes' are the official written notes that record the happenings during a meeting. They may be taken during a meeting or taken from a recording after the meeting. NYS Open Meetings Law §106 outlines the minimum requirements of the information that must be included in any minutes.

Motion: A motion is a procedure whereby a Board member makes a verbal or written proposal to the Board for their vote for approval or denial.

Noticing of Meetings: NYS Open Meetings Law §104 states the laws for noticing the public about public meetings.

Open Meeting Requirement: Every meeting of a public body must be open to the general public. Public bodies must make reasonable efforts to ensure that meetings are held in facilities that can accommodate the anticipated crowd size and that permit barrier-free physical access for the physically handicapped as defined in Public Building's Law §50.

Presiding Officer: Pursuant to NYS Village Law §4-400 and §4-412, the Village Mayor presides at meetings of the Board of Trustees. If the Mayor is absent, the Deputy Mayor presides at the Board meeting. If the Mayor and Deputy Mayor are both absent, the Trustees shall appoint one of their number to act as Presiding Officer for that meeting.

Public Body: Public Body is defined in §102 of the Open Meetings Law.

Trustee Comments: These are sections during Village of Endicott Regular and Special Board

meetings when Trustees may make statements, make motions, propose resolutions, or give reports, on any topic(s).

Quorum: A 'quorum' is defined as a majority of the total authorized membership of the public body, regardless of any vacancies and absences. On a five member Board of Trustees, three members constitute a quorum. Pursuant to General Construction Law §41, a quorum of a public body must be present to conduct business.

Resolution: A resolution is a motion that is presented in writing because of its importance or because it is long and having it in writing may make it easier for discussion and easier for distribution to others.

BOARD PROCEDURES

1. BOARD OF TRUSTEES SEATING: The official seating arrangement for the Board of Trustees during Board meetings, which may only be changed by a majority vote of the Board of Trustees is as follows: The head table shall have the Mayor, the Village Manager and the Attorney for the Village. Two Trustees shall sit at each of two side tables that are to the left and right of the head table and perpendicular to it.

2. AGENDA: By majority vote, the Board of Trustees may adopt a standard Agenda format with the list of the meeting's item headings in a sequential order that shall be followed in that exact order for all Regular and Special Board meetings. Any change(s) to any part of the approved Agenda format may only be made by a majority vote of the Board, which shall be effective immediately unless otherwise stated. The approval of these Meeting Procedures, or any subsequent update or amendment or new Meeting Procedures, may only be made by a majority vote of the Board of Trustees. Such approval shall always be an approval of the official "Agenda" format included herein as "Addendum A".

The Mayor, the Trustees, the Village Manager, and the Attorney for the Village may have items placed onto an Agenda by submitting them to the Village Clerk by 2:00 P.M. on the Friday before a Monday Board meeting or three days before a Board meeting scheduled on any other day. Items may not be added to the Agenda after the 2:00 PM Friday deadline and must wait for another board meeting. Exception: an item(s) may be added to the Agenda of a meeting by a majority vote of the Board during that Board meeting and shall be effective immediately for that meeting unless otherwise stated.

Inserting submitted items onto the Agenda is the sole responsibility of the Village Clerk. The Village Clerk shall complete the following items between 2:00 PM and 5:00 PM on the Friday before a Monday Board meeting or three days before a Board meeting scheduled on any other day:

A. The Agenda shall be prepared and sent by email to each Board member, the Village Manager, and the Attorney for the Village. Once emailed, including its time and date stamp, it shall be considered the Final Agenda and it may only be changed by a majority vote of the Board during that Board meeting.

B. Hard copies shall be placed in the mailbox of each Board member, the Village Manager, and the Attorney for the Village.

C. The Final Agenda shall be added to the Village website. Only those items listed on the Agenda may be discussed at the Board meeting, unless another item(s) is approved during the Board meeting by a majority vote of the Board.

3. **QUORUM:** A quorum for a five-member Board of Trustees is three members. A quorum of the Board of Trustees must be present to open a Regular Board meeting or a Special Board meeting, to conduct business, or to take a vote.

4. **WORK SESSIONS:** Work Sessions are Board of Trustees meetings to informally discuss local issues. Work Sessions shall be open to the public. The public is not allowed to speak unless otherwise approved by a majority vote of the Board during the Work Session which shall be effective immediately for that Work Session only. No Board votes may be conducted during Work Sessions. Any two Board members may call for a Work Session providing a majority of the Board members agree verbally during a Board meeting or providing there is proof that a written notice was sent to all Board members by mail or by email or by text or providing Board members are notified by one of the methods required when calling Special Meetings.

5. **REGULAR MEETINGS:** Regular meetings of the Endicott Board of Trustees shall begin at 6:00 PM on the first and third Mondays of each month during the year. By majority vote, the Board may change the meeting dates and times which shall be effective immediately unless otherwise stated and shall not necessitate enacting a local law to be valid.

6. **SPECIAL MEETINGS:** Special Meetings of the Board of Trustees may be called by any two Trustees or the Mayor by causing a written notice, specifying the time and place thereof, to be served upon each member of the Board personally at least one hour before the meeting, or by leaving a notice at their residence or place of business with some person of suitable age and discretion at least eighteen (18) hours before the meeting, or by mailing to their home address or emailing to their personal or Village email address such notice at least seventy-two (72) hours before the meeting. Verbal notice made during a Regular or Special Board of Trustees meeting at least one hour before the subject Special Meeting shall be valid notice for all Board members present at the Board meeting. For those not present when a verbal notice is given, an email sent to their personal or Village email address at least one hour before the Special Meeting shall be valid notice. All Special Meetings shall be conducted in accordance with the NYS Open Meetings Law.

7. **EXECUTIVE SESSIONS:** Executive Sessions shall be held in accordance with NYS Open Meetings Law §105. All executive sessions must be entered into from a properly noticed and convened public meeting. The purpose for the Executive Session must be stated which must comply with Public Officer Law §105. Any recording of Executive Sessions is prohibited.

8. **GENERAL PROCEDURES:** During every Board of Trustees meeting, the Mayor and the Trustees shall not interrupt other individuals who are speaking. The Mayor shall preside at all Regular and Special Board of Trustees meetings. Each member of the Board, including the Mayor, all Trustees, and the presiding officer are allowed to vote on every issue brought up for a vote. Every member may also debate, make motions, and take any action that every other Board member

may take. In the event of a tie vote, the Mayor is required by law to vote. The Mayor only has one vote on any issue and may not vote on an issue and then vote a second time to break a tie vote on that same issue.

A motion, a second, and a vote to change these Meeting Procedures, or the meeting's final Agenda that is distributed to the Board and the public several days before the Board meetings, may take place at any time during a Regular Board meeting or a Special Board meeting. Public bodies shall make, or cause to be made, all reasonable efforts to ensure that meetings are held in an appropriate facility which can adequately accommodate members of the public who wish to attend such meeting. By majority vote the Board may close or limit debate on any issue(s).

9. MOTIONS AND RESOLUTIONS: Board members may make Motions and propose Resolutions at any time during a Regular meeting, a Special meeting, or an Executive Session. When a Motion or Resolution is introduced for the first time at a Regular, Special, or Executive Session Board of Trustees meeting, it may be held over until the next Board meeting by any one Board member. Thereafter, it may not be held over a second time unless the original wording has changed (which would cause it to become a new Motion or Resolution). 'Holding it over' may only be announced after a Motion or a Resolution and a second have been made, and only after any discussion has taken place.

Motions or Resolutions involving Board procedural events may not be held over unless otherwise approved by a majority vote of the Board including, but not limited to: scheduling a meeting or a public hearing, adding an item(s) to the Agenda by majority vote during a meeting, changing the Meeting Procedures or the Agenda format, adjourning a meeting, etc. If challenged, the Mayor may decide if the subject of a Motion or Resolution is a procedural event.

10. HEARING OF VISITORS: There shall be at least two separate Hearing of Visitors at the designated times on the adopted Agenda format during every regular meeting of the Board of Trustees. Aside from a public hearing, the two Hearing of Visitors sections on the Agenda are the only times during a meeting when anyone other than the Trustees, the Village Manager, the Attorney for the Village, or the Mayor may speak, except a village official(s) or village employee(s) may speak if called upon by one of the Board members.

By majority vote, the Board may allow one or more Hearing of Visitors during a Special Board Meeting, which vote shall be effective immediately for that Special Meeting. Speakers may speak on more than one topic, unless it is a Public Hearing, providing each topic(s) is relevant to the Village of Endicott, its matters or its business. If challenged, the Mayor may decide if a topic(s) is relevant to Village matters or business.

11. PUBLIC HEARINGS: A public hearing is required to ensure that the public body or agency charged with taking action on a particular issue is fully aware of the public's sentiment about the proposed action, and to give the public an opportunity to voice their opinions, their support, or their opposition. A quorum must be present at the Public Hearing for it to be a valid meeting. Speakers' comments and/or questions must only address the specific topic or subject of the public hearing.

12. SPEAKERS AT HEARING OF VISITORS AND PUBLIC HEARINGS: During each Hearing of Visitors and each Public Hearing, everyone who wishes to speak shall be allowed to speak. Prior notice or request to, or approval from, the Village or any party in order to speak is not required. Speakers must observe the commonly accepted rules of courtesy, decorum, dignity, and good taste. Speakers shall not make personal attacks or political statements. If challenged, the Mayor may determine if a comment(s) is a personal attack or a political statement.

Speakers may speak only once during each Hearing of Visitors and each Public Hearing for a maximum of three (3) minutes each time. Speakers must state their name and address before they speak, however their failure to do so shall not preclude them from speaking. Speakers may not yield any of their time to other speakers. Speakers must address their comments and/or questions to the full Board and not to any individual person or Board member. Board members may not interrupt a Speaker except for a clarification or informational reason and any time used for those purposes shall not be counted as part of the Speaker's three (3) minutes. After a Speaker's time has elapsed, Board members may, but are not required to, make a comment(s), answer a question(s) posed by the Speaker, and/or ask the Speaker a question(s).

13. VOTING: The sequence of events in the procedure for taking a vote is: (1) a Board member makes a motion; (2) another Board member seconds the motion; (3) the Board discusses the motion; (4) a motion may be made to amend the wording of the motion; (5) that motion is seconded; (6) the Board discusses the amendment; (7) a vote is taken on the amendment; and (8) a vote is taken on the original motion including any approved amendment(s).

Pursuant to New York State law, each member of the Board of Trustees (each Trustee and the Mayor) may vote once, and only once, on every issue. The Village Clerk must record in the minutes how each Trustee and the Mayor voted on every vote taken. To determine if a matter is approved, the Clerk shall tally the number of 'YES' votes. Unless otherwise specified by State Law, or unless the matter being voted on requires a super majority vote, the matter is approved (passes) when a majority of the total members of the Board votes 'YES'. On a five-member Board, three (3) 'YES' votes constitute a majority, even when only three (3) Board members are present at the meeting.

14. MINUTES: Board of Trustees Regular and Special Meetings shall be recorded. The Clerk shall take the minutes for the Board meetings. The Village Manager shall take the minutes for Executive Sessions, if any. Minutes of Executive Sessions are not required unless the Board takes a formal vote on an action(s).

Minutes for Endicott Board of Trustees meetings must include the following: the name of the Board, the meeting date, time, and location, the names of Board members who are present and absent, any Board members' time of arrival and/or time of departure if different from the time the meeting was called to order and adjourned, the names and titles of other Village officials and employees present, the approximate number of attendees from the public, a record of communications presented, a record of reports made by the Board members and other Village personnel, a record of all motions, proposals, resolutions on any other matter, the person who made

each motion, the person who seconded each motion, how each Trustee and the Mayor voted, a statement of the final vote results as either APPROVED or NOT APPROVED, the time the meeting was adjourned, and the signature of the Clerk, or the person who took the minutes if not the clerk.

Village of Endicott Board of Trustees' minutes may be approved by a majority vote of the Board once they are complete, accurate, typed, without cross-outs, and without handwriting. Approval of minutes may be held over by any one Board member to correct any inaccuracies or omitted items. After approval by a majority vote of the Board, the minutes, or amended minutes shall be permanently posted on the Village of Endicott website within three (3) business days. If the minutes have not been approved by two weeks after the meeting date, the most recent draft of the minutes shall be posted on the Village website for public viewing and shall be conspicuously labeled "Unofficial" and "Not Complete" and "Not Approved." Any item(s) that is still in question must be stated with an explanation of why it is still in question. Once any "NOT COMPLETE" minutes are completed and approved by the Board, they shall be posted on the Village website as the 'Final Minutes' within three (3) business days after being approved by the Board. For the public's ease of use and their ease of doing fast computer searches, all past minutes shall remain permanently on the Village website in separate monthly files, and also in separate calendar yearly files, and also in separate 5-year files (EG: 2001-2005, 2006-2010, etc). They must be in Word format, easily viewable and searchable, and also easily downloadable by the public in Microsoft Word and PDF format.

15. RECORDING: Audio and/or video recording of all public meetings is permitted, except recording during Executive Sessions is prohibited. The Mayor may determine whether the recording(s) being done is disruptive to the meeting after taking into consideration, but not limited to, brightness of lights, distance from the Board, size of the equipment, the amount of noise generated by the activity, and the ability of the public to observe or hear the meeting. The Mayor may require that any individual(s) stop recording if such recording is disruptive.

16. LIVE STREAMING MEETINGS: The Mayor may make arrangements to livestream Village Board of Trustees meetings. Such livestreaming shall be for informational purposes only and shall not constitute a method of meeting attendance by the public or allow for public comment from individuals viewing the livestream. Nothing herein shall be construed to contradict Local Law 7 of 2022 pertaining to Board member meeting attendance via videoconferencing.

“ADDENDUM A”

VILLAGE OF ENDICOTT
[VOE Logo]

A Quality Community

Nick Burlingame, Mayor
Tim Wright, Deputy Mayor
R Ted Warner, Trustee
Patrick Dorer, Trustee
Machelle Spinelli, Trustee
Anthony Bates, Village Manager
Robert McKertich, Attorney for the Village

Board Meeting Agenda

[Date and Time]

1. Pledge of Allegiance/Moment of Silence
2. Fire and ADA Compliance Announcement
3. Mayor Announcements
4. Village Manager Report
5. Attorney for the Village Report
6. Special Presentations
7. Public Hearings
8. Resolutions/Local Laws
9. 1st Hearing of Visitors
10. Approval of Minutes
11. Communications for Filing
12. New Business
13. Bid(s)
14. Accounts Payable for Action
 - a. ACH's
 - b. Pre-paids
15. Unfinished Business
16. 2nd Hearing of Visitors
17. Mayor Comments
18. Trustees Comments
19. Executive Session
20. Adjournment

<p>AVIATION</p> <p>CAPITAL PROJECT AGREEMENT</p>
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Tri-Cities Airport
PROJECT NO(S). 9903.31; 9903.50
CONTRACT NO. T042054

THIS AGREEMENT made this 12th day of June, 2023 by and between the People of the State of New York (hereinafter referred to as "State") acting by and through the Commissioner of Transportation (hereinafter referred to as "Commissioner" and "Department" respectively) with offices at 50 Wolf Rd, Albany, New York 12232, and the Village of Endicott (hereinafter referred to as "Grantee") with offices at Endicott, New York.

WHEREAS, Article 2 of the Transportation Law authorizes the Commissioner to provide for the accomplishment of airport or aviation projects, and to provide funding to private owners, municipalities and authorities in connection therewith; and

WHEREAS, the Grantee is the sponsor of an airport known as Tri-Cities Airport in Broome County (hereinafter referred to as the "Airport"); and

WHEREAS, the Grantee has made and will make application to the Commissioner for State aid for the accomplishment of airport or aviation projects at the Airport; and

WHEREAS, the Grantee has applied for and will secure available Federal Assistance for the Projects from the Federal Aviation Administration, (hereinafter called "FAA Grant Agreements"); and

WHEREAS, the Projects will be approved by the Commissioner as consistent with sound transportation development policy and planning concepts and eligible for State participation; and

WHEREAS, the Grantee is authorized to enter into this Agreement by resolution, a copy of which is attached hereto and made a part hereof; and

WHEREAS, State funding for said airport or aviation projects has been and will be provided by budget bills duly enacted into law.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the State and the Grantee agree as follows:

Article 1. Purpose of Agreement.

The purpose of this Agreement is to provide for the undertaking of airport or aviation projects (each project hereinafter referred to as the "Project"), the details of which are more fully described in Schedule A-1 and A-2 attached hereto, with State financial assistance to the Grantee in the form of a grant, and to state the terms, conditions, requirements, and

restrictions upon which such State assistance will be provided and the mutual understandings and agreements of the parties as to the manner in which the Project will be undertaken and completed, and the Project facilities and equipment will be used. This grant is established with the Grantee for a period of ten years commencing on the date first above written after this Agreement is approved by the State Comptroller, and terminating ten years therefrom, and shall not be dependent on the official duty continuity of the signatories or their successors. The Agreement may be concluded at any time upon written agreement between the Commissioner and the official representative(s) of the Grantee subject to the written approval of the State Comptroller.

Article 2. Documents Forming the Agreement.

Schedules A-1 and A-2, containing individual project information including project description, cost, funding allocation and schedule, are attached hereto and are hereby made a part of this agreement as if set forth fully herein.

Appendix A, standard clauses for all New York State contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act)

Appendix B, containing State bidding requirements, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Resolution of the Grantee (if applicable) affirming the terms of this Agreement and authorizing the Agreement to be executed.

Article 3. The Project.

The Grantee agrees to complete and provide for the use of project facilities and equipment in accordance with Federal law, rules and the FAA Grant Agreements, and the terms and conditions of this Agreement. The Grantee shall commence and continue operation of the Project upon its completion and shall not discontinue operation or dispose of the Project without the approval of the Commissioner. The Grantee shall also provide for the payment of its share of the cost of the Project.

Article 4. The Grant.

The State share of project costs is fifty percent of the non-Federal costs to complete the Project approved by the Commissioner and procured in part through Federal funding. The maximum amount of the State's share of funding is as set forth in Schedule A. The Grantee agrees to apply for additional Federal assistance which may become available for the Project, subject to such conditions as the Commissioner may require, in order to maximize the amounts of Federal assistance received or to be received for all projects in the State.

Article 5. Use of Project Facilities and Equipment.

- a. On completion of the Project, the Grantee shall commence and continue operation and maintenance of the Project at its own cost and shall not discontinue operation, or dispose of the Project, without the approval of the Commissioner, for the period of time corresponding to the period of useful life for the Project as determined by reference to Section 61 of the State Finance Law.
- b. No part of any Project or Project facility shall be sold, rendered unusable, or otherwise relinquished without obtaining prior written approval of the Commissioner and State Comptroller. If any Project parts or facilities are so sold, other than for their replacement in such service with like facilities or equipment, the State share of the proceeds of such a sale will be returned to the State Comptroller for deposit in the General Fund.
- c. The Grantee will operate and maintain the Airport in full compliance with the terms of the FAA Grant Agreement and all the covenants made by the Grantee to the FAA are deemed made to the State by this Agreement as if fully set forth herein.
- d. All facilities of the Airport developed with State aid and all those usable for the landing and taking off of aircraft, will be available to State Aircraft at all times, without charge.
- e. The Grantee shall submit to the Commissioner, at such time as he may require, such financial statements, operating information and other data as may be deemed necessary by the Commissioner to assure compliance with this Agreement and to prepare his annual report on the scope and results of the Project. The Airport and all Airport records and documents affecting the Airport and deeds, leases, operation and use agreements, and other instruments, will be made available for inspection by any duly authorized representative of the Commissioner upon reasonable request. The Grantee will furnish to the Commissioner upon request, a true copy of any such document.

Article 6. Accomplishment of the Project.

- a. Pursuant to Federal, State and Local Law. In the event that any election, referendum, approval, permit, notice or other proceedings or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

- b. Funds of the Grantee. The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of actual total cost of the Project, as provided in Schedule A of this Agreement, on or prior to the time that such funds are needed to meet the Project costs.
- c. Submission of Proceedings, Contracts and Other Documents. The Grantee shall submit to the Commissioner and the State Comptroller such data, reports, records, contract and other documents relating to the Project as the Commissioner and the State Comptroller may require.

Article 7. The Project Budget.

Costs for any new Project approved by the FAA and the Commissioner, and costs incurred for any change that increases the State share set forth in Schedule A or any amendment thereto, will be eligible for State reimbursement under this Agreement only after an amendment is made to the Agreement in writing and approved by the State Comptroller.

Article 8. Accounting Records.

- a. Establishment and Maintenance of Accounting Records. The Grantee shall establish and maintain for the Project, in accordance with requirements established by the Commissioner, and approved by the State Comptroller, separate accounts within its existing accounting system or set up independently, to be known as the project account. The Grantee shall segregate and group project costs so that it can furnish on due notice, cost information in the following cost classifications:
 - i. Purchase price or value of land
 - ii. Incidental costs of land acquisition
 - iii. Costs of contract construction
 - iv. Costs of force account construction
 - v. Engineering costs of plans and designs
 - vi. Engineering costs of supervision and inspection
 - vii. Other administrative costs
 - viii. Costs of equipment acquisition
 - ix. Miscellaneous costs not otherwise included
- b. Funds Received or Made Available for the Project. The Grantee shall record in the project account, as they are received, all grant payments received from the Federal

Government on account of the Project. The Grantee shall also record in the project account such funds as it may allocate for payment of its share of the actual cost of the Project. The Grantee shall advise the Commissioner monthly in writing of the amounts recorded in the project account or at such times as the Commissioner may prescribe. The Commissioner or the State Comptroller may audit the project account at such times as the Commissioner or the State Comptroller may require.

- c. **Costs Incurred for the Project.** The Grantee shall charge to the project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Commissioner shall not be considered eligible costs. In specific cases, where it is impractical to determine precise costs of certain indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Commissioner and the State Comptroller. Such approval will be based upon an audit determination that the amounts reimbursed will not exceed actual cost.
- d. **Eligible Costs.** Eligible Project costs consist of any costs involved in accomplishing a project including those of:
 - (1) Making field surveys;
 - (2) Preparing plans and specifications;
 - (3) Accomplishing or procuring the accomplishing of the work;
 - (4) Supervising and inspecting construction work;
 - (5) Acquiring land or an interest therein, or any easement through or other Interest in airspace; and
 - (6) Administrative and other incidental costs incurred specifically in connection with accomplishing project, and that would not have otherwise been incurred.
- e. The costs described in this section, including the value of land, labor, materials and equipment donated or loaned to the Grantee and appropriated to the Project by the Grantee, are eligible for consideration as to their allowability, except for:
 - (1) That part of the cost of acquiring an existing private airport that represents the cost of acquiring passenger automobile parking facilities and buildings to be used as hangars;
 - (2) The cost of materials and supplies owned by the Grantee or furnished from a source of supply owned by the Grantee if:

- (i) Those materials and supplies were used for airport development before the effective date of the grant; or
 - (ii) Those costs are not supported by proper evidence of quantity and value.
 - (3) The cost of nonexpendable machinery, tools, or equipment owned by the Grantee and used under a project by the Grantee's force account, except to the extent of the fair rental value of that machinery, tools, or equipment for the period it is used on the project;
 - (4) The value of any land, including improvements, donated to the sponsor by another public agency; and
 - (5) Any costs incurred in connection with raising funds by the Grantee, including interest and premium charges and administrative expenses involved in conducting bond elections and in the sale of bonds.
- f. To be an eligible project cost, for the purposes of computing the amount of a grant, an item that is paid or incurred must, in the opinion of the Commissioner:
- (1) Have been necessary to accomplish airport development in conformity with the approved plans and specifications for an approved project and with the terms of the grant agreement for the project;
 - (2) Be reasonable in amount;
 - (3) Have been incurred after the effective date of the Grant Agreement, except for those costs incurred to apply for Federal funds; prepare project engineering reports, plans and specifications; to identify, describe and determine value of land acquisition required for the project such as surveys, title searches and abstracts, appraisals and legal fees and to acquire real property; and
 - (4) Be supported by satisfactory evidence.
- g. Documentation of Project Costs. All costs charged to the project account, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of the Commissioner as approved by the State Comptroller.
- h. Checks, Orders and Vouchers. Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the

office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

- i. Reports. The Grantee shall prepare an interim report at the end of its fiscal year accounting for the expenditures of the funds of the State, the Grantee, any Federal agency, and any other source with respect to the Project.

Article 9. Payments

- a. Payments shall be made to the Grantee upon request to the Commissioner under the following conditions:
 - i. Such request for reimbursement of the State's share of authorized project expenditures shall be made on a regular periodic basis, as approved by the Commissioner. Cumulative payment requests shall in no event exceed the total cumulative amount of State funding approved by the Commissioner.
 - ii. Such request shall be in a form established by the Commissioner, and shall include a certification that Federal reimbursement has been received therefor. The documents supporting such expenditures by the Grantee shall be maintained in a secure manner by the Grantee at its headquarters or at such other place as shall be readily accessible to the Commissioner and the State Comptroller for purposes of auditing project costs and expenditures. All such accounting records shall be retained by the Grantee until six (6) years after final payment is made hereunder.
 - iii. Subject to the other provisions hereof, applications for payment will be honored by the Commissioner except that the State may elect by notice in writing to withhold any payment if:
 - (1) Misrepresentation. The Grantee shall have made any misrepresentation of a material nature in its application for funds hereunder, or any supplement thereto or amendment thereof, or in or with respect to any document data furnished to the Commissioner or other State official in connection with a Project under this Agreement;
 - (2) Litigation. There is then pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or

payments to the Project;

- (3) Concurrence by State. The Grantee shall have taken any action pertaining to the Project which under the established procedures require the prior approval of the Commissioner or shall have made related expenditures or incurred related obligations without the approval of the Commissioner;
- (4) Conflict of Interest. There has been in connection with the Project any violation of the conflict of interest rule, regulation, ordinance or statute applicable to the Grantee, its officers, members, or employees; or
- (5) Default. The Grantee shall be in default under any of the provisions of this Agreement.

- b. In no event shall the making by the State of any payment pursuant to this Agreement constitute or be construed as a waiver by the State of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of any such payment by the State while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the State in respect of such breach or default.

Article 10. Termination of Suspension of State's Obligation.

- a. Termination or Suspension Generally. If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in paragraphs (1) to (5), inclusive, of Article 9 a.iii. hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible or illegal, the Commissioner may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commissioner may terminate any or all of its obligations under this Agreement.
- b. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following:
 - i. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep a minimum State costs.
 - ii. Furnish a statement of the status of the Project activities and of the project account as well as a proposed schedule, plan and budget for terminating or suspending the closing out project activities and contracts, and other

undertakings the cost of which are otherwise includable as project costs;
and

- iii. Provide to the Commissioner an estimate of the State's share of the costs arising from the termination, suspension, or closing out of such activities, contracts, and other undertakings. The closing out shall be carried out in conformity with the latest schedule, and budget approved by the Commissioner upon the basis of terms and conditions imposed by the Commissioner upon the failure of the Grantee to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the State of any or all Project Funds previously received by the Grantee or the closing out of State financial participation in the Project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

Article 11. Audit Disallowances.

Costs claimed or previously reimbursed that cannot be supported as outlined herein are subject to audit disallowance by the Commissioner, the State Comptroller, the FAA, and/or the Officer of the Inspector General of the U.S. Department of Transportation. Amounts paid to the Grantee that are subsequently disallowed are subject to recovery by the Commissioner, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other projects.

Article 12. Audit and Inspection.

The Grantee shall permit, and shall require its contractors to permit the Commissioner's and the State Comptroller's authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant construction, equipment, data and records; and to audit the books, records and accounts of the Grantee pertaining to the Grant and the development of the Project.

Article 13. Manner of Performing Work.

The work constituting the Project may be performed by the employment of the forces and the use of the equipment of the Grantee as authorized by the Commissioner or by contract let pursuant to bidding procedures, more particularly referred to in Appendix B hereof.

Article 14. Executory Clause.

The Grantee agrees that this Agreement shall be deemed executor only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available

for the purpose.

Article 15. E-Mail Provision Notice.

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Keely Bannister
Title: Intermodal Transportation Specialist 2
Address: NYSDOT Aviation Bureau
50 Wolf Road P.O.D. 5-4
Albany, NY 12232
Telephone Number: 518-485-5008
Facsimile Number: 518-457-9779
E-Mail Address: keely.bannister@dot.ny.gov

Village of Endicott

Name: Mr. Anthony Bates
Title: Village Manager
Address: 1009 East Main Street, Endicott, NY 13760
Telephone Number: (607) 757-5337
Facsimile Number:
E-Mail Address: abates@endicottny.com

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

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Article 16. Contract Payments.

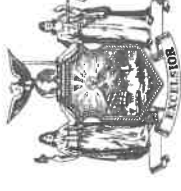
Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and

supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epav/index/htm, by e-mail at epunit@osc.state.ny.us or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Contract: T042054

Grantee: Village of Endicott

Facility: TRI-CITIES



Schedule A-1

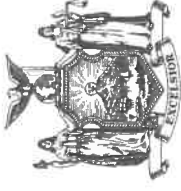
PIN	Project Description	Estimated Total Cost	Federal Share	Local Share	State Share
9903.31	Conduct New Pavement Management Study	\$79,000.00	\$71,100.00	\$3,950.00	\$3,950.00
			Maximum State Share Payable*		\$4,542.50

* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement. up to the maximum amount shown above.

Contract: T042054

Grantee: Village of Endicott

Facility: TRI-CITIES



Schedule A-2

PIN	Project Description	Estimated Total Cost	Federal Share	Local Share	State Share
9903.50	Rehabilitate 480' (out of a total of 4,000') of the existing Taxiway A pavement including access stub Taxiways B,C,D and E - Phase 2 Construction - Phase 3/3	\$135,567.00	\$122,010.00	\$6,778.00	\$6,779.00
			Maximum State Share Payable*		\$7,795.85

* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement. up to the maximum amount shown above.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

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

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

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

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

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

seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

State Environmental Quality Review

In accordance with the rules, regulations, and procedures adopted by

Village of Endicott

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations, and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

- Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
- Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
- Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Type II Action
- Ministerial Act
- Exempt Act

PROJECT DESCRIPTION

Conduct New Pavement Management Study

Authorized Signature

Title

Date

State Environmental Quality Review

In accordance with the rules, regulations, and procedures adopted by

Village of Endicott

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations, and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

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- Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
- Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
- Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Type II Action
- Ministerial Act
- Exempt Act

PROJECT DESCRIPTION

Rehabilitate 480' (out of a total of 4,000') of the existing Taxiway A pavement including access stub Taxiways B,C,D and E - Phase 2 Construction - Phase 3/3

Authorized Signature

Title

Date



HERITAGE RESOURCES, LLC

December 7, 2023

Mr. Anthony Bates, Village Manager
Village of Endicott
1009 East Main Street
Endicott, NY 13760

Re: Village of Endicott – Downtown Improvement Fund
Grant Administrative Services & Environmental Services Assistance
HRLLC P23-030HR

Dear Mr. Bates:

Congratulations to the Village of Endicott upon receiving the award of a New York State Downtown Revitalization Initiative (DRI) grant and thank you for selecting Heritage Resources LLC to provide Grant Administrative Services and Environmental Services Assistance for your Downtown Improvement Fund as of this date and under the terms of this standard letter agreement.

We will collaborate closely with you from beginning to end, complementing your in-house expertise and experience in supporting project success, while freeing you up to fulfill your many other responsibilities to the Village.

Section 1: Description of Services

We will provide the grant administration & environmental services assistance as outlined in the RFP and as per typical services we provide for these types of grant funded projects.

As noted previously, each Owner, their building and their scope of work is unique, and we have found from experience to provide a range of cost estimates for services. Some may be simple and proceed smoothly, others require more time and assistance.

- Prepare marketing program & application for distribution to property owners by mailing, social media, zoom and in person presentations. During the pandemic when in person meetings ceased, we had to become creative and made YouTube videos to convey important grant information to the Target Area business owners. This link can then be shared on the Village's



HERITAGE RESOURCES, LLC

website and emailed to all the owners. We now find that having in person and the YouTube video helps reach a wider audience.

- Be available for questions from property owners to assist them with appropriate & eligible scope write ups. We find it very important to work with the owners to create eligible, grant appropriate and financially feasible scopes of work.
- Prepare the selection scoring criteria for Village review.
- Prepare selection committee project information sheet & scoring excel. We have created a selection excel sheet format for listing all applications for review by the Selection Committee (SC) along with a ranking system to empower the SC to make the best selections for projects that will fulfill the intent of the Downtown Improvement Fund and are the best projects for the Village.
- Accept & review all submitted applications, confirm information with owners.
- Assisting selection committee to review, rank and award (1-2 meetings).
- Prepare award letters and follow up with "next steps." This next step form keeps awarded owners in the loop of what is happening with paperwork, reviews by HCR, SHPO
- Preparation of & collection of legal contract documents with owners.
- Preparation of the environmental and historic preservation requirements for each property, zoning, hazardous materials, SHPO 14.09. As noted, we engage Stohl Environmental as part of our project team to provide the environmental letters required for each project. For commercial only projects, this 1-page letter completes the requirements. Projects involving residential units may require more environmental services and the Owner would be responsible for those reimbursable soft costs. We recommend that the Village ask for a commitment fee from the Owners to cover the cost of the environmental letters.
- Monitoring of the DRI program progress.
- Scheduling of activities and project tasks.



HERITAGE RESOURCES, LLC

- Helping ensure compliance with the DRI regulations.
- Fiscal monitoring: Receive and process all disbursement requests.
- Coordination with field representatives of the New York State Office of Housing & Community Renewal.
- Closeout meeting and prepare monitoring questionnaire.

Section 2: Staff:

Grant Services Manager Alma O'Connell Brown will work directly with you, leading the HR LLC team who provide office support for the grant administration services.

Subconsultant CBCA: Key project leaders include Clinton Brown, Jill Nowicki, Tera Perilli, Greg Pinto, Thaina Guinzani and Anna Flaherty, who have worked on dozens of NYMS / NY Main Street and Erie County Commercial Center Improvement projects.

Sub Consultant: Stohl Environmental: HR LLC is familiar with HCR requirements for the Environmental Programmatic and Site-Specific checklists. We will work with Stohl Environmental to provide environmental professional review, reporting and testing services required for NYMS projects, providing expertise based on the scope of work for each project.

We recommend that the Village require a Property Owner's Commitment Fee for projects after they are awarded. This is payable to the Village and is usually in the range of \$300 - \$400. We use this fee to pay for the environmental due diligence letters required for the site-specific environmental checklist. We have found that having all the awarded projects reviewed and letters provided post award to be a cost effective method for this task vs requesting each letter as projects are ready.

Section 3: Timeline

We understand the desire to kick off the program this December and to see it be completed within a 2-year period ending December 2025. The bulk of the tasks will be completed within the first six to eight months with marketing, application process, selection committee, awards and project set up with SHPO 14.09 reviews and Site-Specific Environmental checklist submittals. The next step is reviewing the owner's bids and estimates for their projects to ensure appropriate materials and methods. Then review during the construction process. Each building and project is unique, and the owner's schedule determines the number of hours required each month.



HERITAGE RESOURCES, LLC

Section 4: Compensation

We understand that the NYS funds allocated to this project are 10% of the grant or \$60,000 for compensation for grant administration services. We will provide these services on an hourly basis at our standard 2024 hourly rates plus typical reimbursable expenses. Hourly rates range from \$60 to \$190 per hour. We will provide updated hourly rates annually to you as amendment to this Letter Agreement.

We will invoice monthly and expect payment fifteen (15) days from invoice.

\$60,000 for Grant Administration

\$30,000 for CBCA Design Services & Environmental Services – Funded from the Grant Soft Costs Budget of \$30,000. The Design services are by project and the Owner can contract for those services. We will need to invoice on an hourly basis by project to the Owner.

Design Services for some projects may be below the 18% soft costs allowance of the grant budget and some may be above. We will strive to adhere to this cap. The way to control this cost is by capping the number of projects and their complexity. We plan to regularly monitor this with you.

Please contact me if you have any questions or wish to discuss this agreement. We look forward to working with you and the building owners on a successful project for the Village of Endicott's downtown and the region of which everyone who is involved will be proud.

Regards,

Alma O'Connell-Brown, President

Agreed, Proceed, The Village of Endicott

Date

NEW YORK STATE - DEPARTMENT OF STATE

13 d

CONTRACT MODIFICATION FORM

Recipient: Village of Endicott

Contract #: C1001417

Program: 2015 URI

Region: ST

Type of Modification: Budget Modification

Budget Category Changes:

- A. Salaries
- B. Travel
- C. Supplies
- D. Equipment
- E. Contractual
- F. Other

Reason and Justification for changes: Amendment to combine all contractual lines into one as they are all being completed by the same subcontractor, this will make the payment request reporting process much more streamlined.

RECIPIENT APPROVAL:

Signature of Authorized Official

Date

Name of Authorized Official

Title of Authorized Official

FOR DOS USE ONLY:

Program Representative Action:

_____ Approved

_____ Disapproved

Signature of Program Reviewer

Date

Signature of Program Approver

Date

BUDGET COMPARISON SUMMARY

Contractor Name Endicott (V)
Contract Number C1001417

Category	Current Budget	Change +/-	Amended Budget
A. Salaries	\$0.00	\$0.00	\$0.00
B. Travel	\$0.00	\$0.00	\$0.00
C. Supplies	\$0.00	\$0.00	\$0.00
D. Equipment	\$0.00	\$0.00	\$0.00
E. Contractual	\$3,756,720.00	\$0.00	\$3,756,720.00
F. Other	\$0.00	\$0.00	\$0.00
TOTAL PROJECT COST	\$3,756,720.00	\$0.00	\$3,756,720.00
Total State Share	\$3,756,720.00		\$3,756,720.00
Total Local Share	\$0.00		\$0.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

Budget Summary:	Total Budget
A. Salaries	\$ 0.00
B. Travel	\$ 0.00
C. Supplies	\$ 0.00
D. Equipment	\$ 0.00
E. Contractual Services	\$ 3,756,720.00
F. Other	\$ 0.00
Total Budget:	\$ 3,756,720.00
Local Match:	\$ 0.00
State Funds:	\$ 3,756,720.00

MWBE Goals:		
Grant Award		\$ 3,756,720.00
MBE Goal	15%	\$ 563,508.00
WBE Goal	15%	\$ 563,508.00

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Village of Endicott (hereinafter "Village") and the Endicott Police Benevolent Association (hereinafter "Union"). Collectively, the Village and the Union are referred to as the "Parties".

WHEREAS, the Village and the Union are parties to a Collective Bargaining Agreement (hereinafter "CBA"); and

WHEREAS, the Village currently has a vacancy in the positions of Assistant Police Chief and Captain; and

WHEREAS, Lieutenant Dale Lane, Jr. is temporarily performing certain administrative duties previously performed by the Assistant Police Chief, which is considered out-of-title work; and

WHEREAS, the Parties seek to establish compensation for Lieutenant Dale Lane, Jr. for the temporary performance of such out-of-title work; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. Lieutenant Dale Lane, Jr. shall be compensated at an annual rate of \$5,000.00 divided over 26 pay periods for the performance of out-of-title work associated with the vacancy in the Assistant Police Chief position; and
2. Lieutenant Dale Lane, Jr. shall not be afforded any additional compensation or benefits, other than the compensation specified in Paragraph 1, for his performance of out-of-title work associated with the vacancy in the Assistant Police Chief position; and
3. The Parties agree that Detective Sergeant Lane's performance of out-of-title work shall not give rise to a claim or assertion that such duties are exclusively bargaining unit work; and
4. The Parties agree that the Village may terminate Lieutenant Dale Lane, Jr.'s performance of out-of-title work at any time, at which point Lieutenant Dale Lane, Jr. shall not be eligible for any additional compensation under this MOA; and
5. The Parties agree that the circumstances giving rise to this Memorandum of Agreement are unique. The terms and conditions within this Memorandum of Agreement shall not be construed as a binding past practice or precedent between the Parties; and
6. The Parties acknowledge that this Memorandum of Agreement shall not constitute or in any way be interpreted as a waiver of any rights that the Parties have pursuant to the Collective Bargaining Agreement.

WHEREFORE, the Parties have hereunto set their hands on the date next written to their names below.

FOR THE VILLAGE

FOR THE UNION

Mayor Linda Jackson

President Denis DeWitte

Date: _____

Date: _____



Environmental Facilities Corporation

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KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

December 12, 2023

The Honorable Linda Jackson
Mayor
Village of Endicott
1009 East Main Street
Endicott, NY 13760

RE: Clean Water (CW) Project No. C7-6212-05-00
Sanitary Sewer II Removal Project Phase 2

Dear Mayor Jackson:

On behalf of Governor Kathy Hochul, I am pleased to inform you that your community has been awarded a NYS Water Infrastructure Improvement Act (WIIA) grant for the above referenced project.

Your WIIA grant has been awarded in an amount not to exceed \$286,725, based on information provided in your application, including total estimated eligible project costs. The Environmental Facilities Corporation (EFC) will determine the actual amount of your grant when the project is complete and final project costs have been confirmed. Your grant may be reduced if total project costs are less than anticipated or if your project receives grant from another source.

Please confirm your acceptance of the grant award and intent to proceed with this project by completing and signing the enclosed form and e-mailing it to nyswatergrants@efc.ny.gov no later than January 19, 2024. Without your confirmation, we may bypass your project and award these grant funds to another community.

As means of advancing this project, members of our EFC team will contact you to guide you through the program requirements and related processes, and to answer any of your questions. In order to remain eligible for these funds, your community must enter into a Project Finance Agreement or a Grant Agreement for the above project by September 30, 2025.

Should you be interested in pursuing CWSRF financing, a project listing must be received no later than June 14, 2024. Please see EFC's website for more information on listing your project.

We appreciate your interest in the WIIA program and look forward to working with you on your water quality improvement project.

Sincerely,

Maureen A. Coleman
President & CEO

Enclosure

CC: Village of Endicott - Anthony Bates, Village Manager
Arcadis - Erica Van Althuis, Water Engineer
NYSDEC Region 7 - Valerie Ellis, P.E.
NYSDEC Region 7 - Thomas Vigneault, P.E.
NYSEFC - Andrea Prockup

ACKNOWLEDGEMENT AND ACCEPTANCE OF WIIA GRANT AWARD

Please confirm your community's acceptance of the WIIA grant by signing below. Please e-mail the completed form to nyswatergrants@efc.ny.gov no later than **January 19, 2024**.

ACKNOWLEDGMENT BY THE AWARDEE:

Village of Endicott
C7-6212-05-00
Sanitary Sewer II Removal Project Phase 2

The Awardee intends to proceed with this project and accepts the Water Infrastructure Improvement Act grant.

(Signature of Authorized Representative)

(Print Name)

(Title)

(Date)