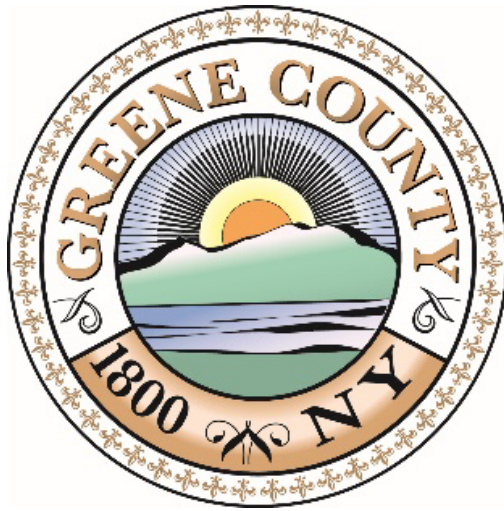




Greene County, New York Request for Qualifications:

Environmental Services to
Perform Brownfield Assessments

Release Date: November 11, 2025

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INTRODUCTION

The County of Greene is seeking proposals from consultants and firms interested in identifying and assessing brownfield sites in Greene and Columbia Counties. Responses must be received from qualified environmental professionals. The project is funded with USEPA Brownfield Assessment and Cleanup grant funds. Grant funds are being administered by Greene County Economic Development, Planning, and Tourism.

This RFQ is being made under USEPA's brownfields program for revitalization of sites where redevelopment is complicated by real or perceived contamination from hazardous substances and is subject to an EPA Cooperative Agreement.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

Greene County was awarded a USEPA grant for a Brownfield Coalition Assessment to Investigate Brownfield Sites. The agreement with USEPA will provide funding for the coalition, which includes Columbia Economic Development Corporation (CEDC) and the Hunter Foundation, to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites located throughout Greene and Columbia Counties, New York. Priority sites include a former brick manufacturing mill, a petroleum storage yard, early nineteenth century fuel terminal, former plastic manufacturing site, former automobile mechanic site, and municipal DPW garage. The project will include, but not be limited to, twenty-eight Phase I and ten Phase II environmental site assessments, community engagement efforts, prioritization and site inventorying, reuse assessments, revitalization plans, resource roadmaps, and area-wide plan. Brownfields are defined as real property, the expansion, development, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

The individual or firm selected will undertake all the services and comply with all terms and conditions of the USEPA funding as outlined in Exhibit A Cooperative Agreement and Exhibit B Narrative Proposal and Work Plan which are attached to this RFQ. In submitting a proposal, the respondent acknowledges that the respondent has reviewed Exhibits A, and B and assures that it will comply with the terms and conditions of those exhibits. Additionally, the respondent acknowledges that they have reviewed County-imposed requirements described herein attachments C, D, E, F, and G.

The resulting contract will be for four (4) years. Greene County may amend or extend this contract beyond the initial four years to accommodate the terms and conditions of the FY2025 Brownfield Coalition Assessment Grant or future EPA grants awarded to Greene County within this four-year period provided that Greene County determines that the contractor's proposed prices are reasonable.

SELECTION PROCESS

Respondents to this RFQ will be reviewed and selected according to the competitive proposal process. The selection will be based upon technical skills and relevant experience using the following factors and point system:

1. **Cost** – The total cost of providing the required services. (25 pts)
2. **Technical Capability** – Relevant knowledge in and ability to provide the type of services necessary to undertake this project. (15 pts)
3. **Experience/Track Record** – Number of years and type of experience in working with contaminated properties, particularly those of a similar nature to the subject project. (15 pts)
4. **Community Engagement/Communications** – Demonstrated experience in effectively engaging with community members through a public awareness campaign to solicit project input; and federal and state agencies to effectively complete projects while complying with procurement and documentation requirements. (15 pts)
5. **Knowledge of local, state and federal regulations** pertaining to contaminated properties, their remediation, and feasible reuse strategies. (15 pts)
6. **Demonstrated ability** to complete assigned tasks on time and within budget. (10 pts)
7. **References** – At least three references to include company, contact name, phone and email address, and type of project. (5 pts)

SUBMISSION REQUIREMENTS

DEADLINE FOR SUBMISSION: Submissions are due no later than 3:00 p.m. on Thursday, December 11, 2025 and shall be delivered to:

Greene County Economic Development, Tourism and Planning
411 Main Street, Suite 419, Catskill, New York 12414
Attn: Victoria Keyser, Confidential Secretary to James Hannahs

The Request for Qualifications (RFQ) can be downloaded (free of charge) at:
<https://www.greenegovernment.com/category/rfp/>

**NO PROPOSALS WILL BE OPENED AFTER 3:00 P.M. ON
THURSDAY, DECEMBER 11, 2025**

INQUIRIES CONTACT:

Victoria Keyser
Confidential Secretary to James Hannahs
Greene County Economic Development, Tourism and Planning
vkeyser@greencountyny.gov
518-719-3290

PROPOSAL SUBMISSION: Proposals shall be submitted in a sealed envelope marked with the name of the proposal and the words "**SEALED PROPOSAL**" written on the outside of the envelope. Please submit three (3) copies. Proposals submitted by FAX OR E- MAIL will not be accepted.

Interested parties should include, but are not limited to, the following with their submission:

1. Letter of Proposal indicating the contractor's interest
2. Consultant Services Contact Form providing the name and contact information of the consultant (Exhibit C)
3. Brief description of the firm's qualifications, principals, number of employees, and resumes of staff who will be working on this project.
4. A listing of projects undertaken over the past ten years of a similar size and scope to the proposed project, including location, project description, project cost, and other relevant information.
5. References, including names, addresses, emails, and telephone numbers and type of project from at least three current or former clients.
6. Remuneration schedule showing hourly rates for project team members and any other

supplemental expenses typically incurred for the described services which will become the fee schedule for the contract period. Contract will be for a four-year period with yearly updates to the remuneration schedule affording changes in yearly rates.

7. Incorporation Form (Exhibit D)
8. Debarment Form (Exhibit E)
9. Certificate of Non-Collusion (Exhibit F)
10. Bidders and Vendors Acknowledgement (Exhibit G)

WOMEN AND MINORITY BUSINESS ENTERPRISES

This RFQ is open to consultants and firms eligible and qualified to do Environmental Assessments. Certified Minority and Women-owned Business Enterprises (M/WBE) are encouraged to apply and M/WBE participation is a priority under the project's grant funding. For more information about M/WBE certification, contact New York State/Empire State Development's Division of Minority and Women-Owned Business Development at <https://www.esd.ny.gov/doing-business-ny/mwbe>.

A successful bidder will be required to demonstrate the following good faith efforts whenever procuring construction, equipment, services and supplies under this contract:

- a) Ensure Disadvantage Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. M/WBEs are included in the DBE category.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider subcontracting with DBEs including dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the subcontracts are awarded, the prime contractor is to take the steps listed in paragraphs (a) through (e) of this section.

SPECIAL CONTRACT CONDITIONS

1. The selection of a consultant shall not guarantee any minimum amount of services under the contract.
2. Greene County reserves the right to reject any or all proposals; to negotiate any elements of a proposal; to conduct interviews at its sole discretion; and to solicit and/or select contractors outside of the scope of this RFQ.
3. Greene County assumes no responsibility or liability for costs incurred by respondents to this RFQ, including any requests for additional information, interviews, or negotiations.
4. All applicable State and Federal rules and regulations must be adhered to by the consultant including stipulations on equal opportunity employment, affirmative action, nondiscrimination, civil rights, Americans with disabilities, and record keeping.
5. Greene County anticipates that this RFQ will meet its needs for consultants to complete the aforementioned professional services and is conducting this process in accordance with the procurement rules and procedures established and known at the time of the release of this RFQ. Contract language with the successful consultant(s) shall include the appropriate State and Federal language regarding the provision of services to the County.
6. Greene County, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-d4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.
7. Greene County requires its consultants working on New York State funded projects (when applicable) to meet any employment and business goals imposed on grant awards through Executive Law 15-A for the State's Minority and Women Owned Business Enterprise contracting program (MWBE). Greene County also requires its consultants working on New York State funded projects to meet any employment and business goals imposed on grant awards (when applicable) through Executive Article 17-B for participation by Service-Disabled Veteran Owned Businesses. Certified Minority and/or Women Owned Business Enterprises as well as Service-Disabled Veteran Owned Businesses are encouraged to respond to the RFQ.
8. Submissions in response to this RFQ shall be considered public documents and, with limited exceptions, all submissions will be available for inspection and copying by the public. If a firm considers any portion of its proposal to be protected under the Freedom of Information Law governing access to public documents pursuant to Article 6 of the Public Officers Law, the firm shall identify each such portion as Confidential, Proprietary, or

Business Secret. If a request is made for non-disclosure, Greene County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the firm of the request and allow the firm five days to take whatever action it deems necessary to protect its interests. If the firm fails or neglects to take whatever action within said period, the County will release portions of the submission deemed subject to disclosure. By making a submission, the firm assents to the procedure outlined in this paragraph and shall have no claim against Greene County on account of actions taken under such procedure.

9. In order to enter into a contract agreement, Contractors must comply with Greene County's insurance requirements.
10. The relationship between Greene County and the selected firm will be a contractual one for professional services. The Engineer or firm will not become an employee of Greene County or any members of the coalition.
11. In addition to the above, Contractors must comply with the provisions of all applicable Federal Regulations, including but not limited to 2 CFR 200, 2 CFR 1500, 40 CFR 31, 40 CFR Part 33, and 40 CFR Part 35 Subpart O.

EXHIBIT A

BF - 96271824 - 0 Page 1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 96271824 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 09/08/2025	
			TYPE OF ACTION: New		MAILING DATE 09/11/2025
			PAYMENT METHOD: Advance		ACH#
			RECIPIENT TYPE: County		
RECIPIENT: COUNTY OF GREENE 411 Main Street CATSKILL, NY 12414-0191 EIN: 14-6002784			Send Payment Request to: rtpfc-grants@epa.gov		
PROJECT MANAGER James Hannahs 411 Main Street CATSKILL, NY 12414-0191 Email: jhannahs@greenecountyny.gov Phone: 518-719-3290			PAYEE: COUNTY OF GREENE 411 Main Street PO Box 191 CATSKILL, NY 12414-0191		
EPA PROJECT OFFICER Ricardo Berrios-Perez 290 Broadway, 25th Floor New York, NY 10007 Email: BerriosPerez.Ricardo@epa.gov Phone: 212-637-5033			EPA GRANT SPECIALIST Michael Gordon Grants & Compliance Management Branch, MSD-GCMB-GMS 290 Broadway, 27th Floor New York, NY 10007 Email: Gordon.Michael@epa.gov Phone: 212-637-4146		
PROJECT TITLE AND DESCRIPTION Greene Columbia Coalition Assessment See Attachment 1 for project description.					
BUDGET PERIOD 10/01/2025 - 09/30/2029	PROJECT PERIOD 10/01/2025 - 09/30/2029	TOTAL BUDGET PERIOD COST \$ 1,500,000.00	TOTAL PROJECT PERIOD COST \$ 1,500,000.00		
NOTICE OF AWARD Based on your Application dated 11/10/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,500,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 2, Grants and Compliance Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866			ORGANIZATION / ADDRESS U.S. EPA, Region 2, Land, Chemicals & Redevelopment R2 - Region 2 290 Broadway, 25th floor New York, NY 10007		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Donald Pace - Director				DATE 09/08/2025	

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 60,000
2. Fringe Benefits	\$ 15,000
3. Travel	\$ 4,090
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 1,420,910
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 1,500,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,500,000
12. Total Approved Assistance Amount	\$ 1,500,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,500,000
15. Total EPA Amount Awarded To Date	\$ 1,500,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding to Greene County to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in the Village of Catskill, Village of Tannersville, and City of Hudson in New York State.

Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities. Also, the recipient will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). Further, the recipient anticipates conducting 28 Phase I and 10 Phase II environmental site assessments, holding 16 community meetings, developing 6 site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, developing planning documents to initiate brownfields revitalization, and submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near the Village of Catskill, Village of Tannersville, and the City of Hudson in New York State. No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions -

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

1. Federal Financial Reports (FFRs) (SF-425): rtpfc-grants@epa.gov; Region2_GrantApplicationBox@epa.gov and the Grants Specialist for this agreement.
2. Payment requests (if applicable): Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.
3. Quality Assurance documents, workplan revisions, updated workplan milestone target dates, equipment lists, programmatic reports and deliverables: Project Officer for this agreement.
4. All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Region2_GrantApplicationBox@epa.gov; the Grants Specialist for this agreement and the Project Officer for this agreement.

B. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

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

The extension request must be submitted to the EPA-Grants and Compliance Management Branch via email to Region2_GrantApplicationBox@epa.gov and the EPA Grants Specialist. All Federal Financial Reports (SF-425) must be emailed to the RTP-Finance Center at rtpfc-grants@epa.gov; the Grants and Compliance Management Branch at Region2_GrantApplicationBox@epa.gov; the EPA Grants Specialist and the EPA Project Officer. All email attachments must be sent in pdf or other acceptable software format (e.g., DocuSign). Any forms requiring signature must be electronically or digitally signed in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#).

C. New Recipient Training Requirement (Added 3/5/2024)

The recipient agrees to complete the [EPA Grants Management Training for Applicants and Recipients](#) and the [How to Develop a Budget](#) training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant

Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to [RAIN-2024-G01](#).

Programmatic Conditions

FY24 Brownfields Community-wide Assessment Cooperative Agreement Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2024 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205);

by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

5. The CAR must comply with Davis-Bacon Related Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Related Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Related Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

5A. Davis-Bacon Term and Condition for Brownfields

Program Applicability

Program Name: 1. Brownfields Program

Statute: Brownfields Direct Cleanup and Revolving Loan Fund Grants authorized by 42 U.S.C. 9604(k) are subject to Davis-Bacon and Related Acts (DBRA) as provided in 42 U.S.C. 9604(g)

Activities subject to Davis-Bacon:

Brownfield Sites Contaminated with Hazardous Substances: All construction, alteration, and repair activity involving the remediation of hazardous substances is subject to DBRA. This includes:

- Excavation of contaminated soil;
- Construction of caps, barriers, and structures which permanently house treatment equipment;
- Installation of water supply wells/piping/connections;
- Abatement of contamination in buildings; and
- Demolition (if followed by new construction).

3. Brownfield Sites Contaminated with Petroleum: DBRA prevailing wage requirements apply when the project includes:

- Excavation of contaminated soil and/or tank removal if followed by paving and concrete replacement, or if it is an extensive soil excavation project;

Construction of caps, barriers, and structures which permanently house treatment equipment; and

Installation of water supply wells/piping/connections and related excavation and replacement of contaminated soil.

Prevailing Wage Classification (e.g., Heavy Construction, Residential, Commercial) (optional):

Heavy Construction: EPA has determined the "Heavy Construction" classification should be used when soliciting competitive contracts or issuing ordering instruments to existing contractors for:

Excavation and removal of contaminated soil;

Construction of caps or barriers;

Replacement of paving and concrete; and

Installation of water supply wells/piping/connections.

Building Construction: EPA has determined the "Building Construction" classification should be used when soliciting competitive contracts or issuing ordering instruments for the construction of:

Demolition (if followed by new construction);

Construction of structures which permanently house treatment equipment; and

Abatement of contamination in buildings (other than residential structures less than 4 stories in height).

Residential Construction: EPA has determined the "Residential Construction" classification should be used when soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height.

2. Davis-Bacon and Related Acts

[DBRA](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more

Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and

Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. Recipient Responsibilities When Entering Into and Managing Contracts:

Solicitation and Contract Requirements:

Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

After Award of Contract:

Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”

Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients, and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary (i.e., as discussed in the FY24 application) described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Eligible Brownfield Site Determinations

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is "no viable responsible party" for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;

iii. the date of the contact; and

iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 either for material non-compliance with its terms or with the consent of the CAR, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- at least 25% of funds have been drawn down and disbursed for eligible activities;
- a Qualified Environmental Professional(s) has been procured;
- sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);
- community engagement activities have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

- at least 45% of funds have been drawn down and disbursed for eligible activities;
- assessments on at least two sites have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
- d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a

subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

- g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.
- h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bids, scopes of work, and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.
- i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)
- j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.

- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. All additional sites selected for eligible activities throughout the period of performance (i.e., sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

Criteria for selecting additional sites should consider the prioritization criteria identified in the FY24 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan should lead to the CAR addressing sites in areas with similar characteristics as the areas discussed in the FY24 application.

2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. The CAR may request a waiver of the \$200,000 funding limitation based on the anticipated level of contamination, size, or status of ownership of the site. Waiver of this funding limit for a brownfield site must be submitted to and approved by the EPA Project Officer prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver.

3. If the CAR's workplan includes eligible planning activities to prepare a brownfield site for reuse (see <https://www.epa.gov/brownfields/information-eligible-planning-activities> for eligible planning activities), the CAR must demonstrate meaningful community engagement in the reuse planning of brownfields assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

4. CARs, other than state or Tribal entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the competitive procurement standards in 2 CFR Part 200 (including the requirements for full and open competition). This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the [Brownfields Grants](#):

[Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

5. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.
6. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

- a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient

under 2 CFR § 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

9. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 2 CFR § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. Initially, quarterly performance reports will be submitted via email or via the optional Quarterly Reporting function tool within the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The EPA Project Officer will notify the CAR when use of the Quarterly Reporting tool within ACRES is required. Once the EPA Project Officer notifies the CAR of required use, the CAR agrees to use this tool to input quarterly performance reports directly into ACRES within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter). If a due date falls on a weekend or holiday, the report will be due on the next business day.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person. Prior approval means the written approval obtained in advance of a recipient taking an action by an authorized official of a Federal agency or pass-through entity of certain costs or programmatic decisions.)

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Assessment Quarterly Report function. Quarterly performance reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment and/or planning activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the "other" budget object class category (e.g., participant support costs, subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers^[1] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

Note: ACRES reporting requirements can change over time, based on expansion of

EPA's information collection authority, and the CAR is responsible for complying with the latest ACRES reporting requirements at the time of each quarterly performance report. The EPA Project Officer will notify the CAR when ACRES reporting requirements, specific to Brownfields Assessment, change.

g. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e), the CAR agrees to inform the EPA Project Officer as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (e.g., assessments started, reuse planning activities started) and any final accomplishments (e.g., assessments completed, clean up required, contaminants found, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with the regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY24 application. Refer to the [EPA Guidance on Participant Support Costs](#) for information regarding reasonable stipend amounts for community liaisons. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.

d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]

g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community engagement pertaining to the assessment activities.

2. Local Governments Only – If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is \$75,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of

Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403 (d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

- i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;

- ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;

- iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;

- iv. Preparing payment requests and handling payments under 2 CFR § 200.305;

- v. Financial reporting under 2 CFR § 200.328;
- vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
- vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;

- d. Job training activities unrelated to performing a specific assessment at a site (i.e., on the job training) covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.
2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, drought, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP)

- a. Prior to beginning environmental information operations, the recipient must:
 - i. Develop a QMP,
 - ii. Prepare the QMP in accordance with the current version of EPA's [Quality Management Plan \(QMP\) Standard](#). Submit the document for EPA review, and
 - iii. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.
- b. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA Project Officer and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA Project Officer and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

2. Quality Assurance Project Plan (QAPP)

- a. Prior to beginning environmental information operations, the recipient must:
- i. Develop a QAPP (The QAPP is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.),
 - ii. Prepare QAPP in accordance with the current version of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#),
 - iii. Submit the document for EPA review, and
 - iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.
- c. The recipient shall notify the EPA Project Officer and the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.
- d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur (the QAM or the EPA Project Officer may add additional specifications).

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Specifications for EPA and Non-EPA Organizations](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

3. Competency of Organizations Generating Environmental Measurement Data: In

accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of post-project summary or success materials that highlight achievements to which this project contributed.

- a. If any documents, fact sheets, and/or web materials are developed as part of this

cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

To obtain the appropriate EPA logo or seal graphic file, the CAR should send a request directly to the EPA Office of Public Affairs (OPA) and include the EPA Project Officer in the communication. Instructions for contacting OPA are available at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>.

c. EPA Logo: If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo must be accompanied with a statement indicating that the County of Greene received financial assistance from EPA for the project. The recipient will ensure compliance with the sign specifications provided by the OPA available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. This includes translating the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 *Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process* (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in *All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content* (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed *All Appropriate Inquiries: Reporting Requirements Checklist for Assessment and Multipurpose Grant Recipients* (Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at <https://www.epa.gov/brownfields/all-appropriate-inquiries-reporting-requirements-checklist-assessment-grant-recipients>. The completed checklist must include:

- a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable,

pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

b. An identification of “**significant**” **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part.”
- “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I/my” or “We/our.”

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies, EPA may consider other available remedies, including under 2 CFR § 200.339 and 2 CFR § 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA-approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records, including subrecipients' records, relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA's transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement. The CAR must pay subrecipients in advance provided the subrecipient complies with the requirements of 2 CFR § 200.305(b)(1).

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

a. The CAR must submit the following documentation:

- i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.
- ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income

that is not authorized to be retained for use on other cooperative agreements.

[\[1\]](#) Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

EXHIBIT B

NARRATIVE INFORMATION SHEET

Greene County Assessment Coalition Grant Application



Greene County
Economic Development,
Tourism & Planning
411 Main Street, Suite 419
Catskill, New York 12414

Warren Hart
Director

1. Applicant Identification:

Greene County, New York
411 Main Street
Catskill, NY 12414

2. Funding Requested:

- a. Assessment Grant Type: Assessment Coalition Grant
- b. Federal Funds Requested = \$1,500,000

3. Location:

- a. Cities: Village of Catskill, Village of Tannersville, City of Hudson
- b. Counties: Greene and Columbia
- c. NY

4. Coalition Members' Target Areas and Priority Site Information:

Lead Member: Greene County

Target Area: Village of Catskill

Priority Site Information:

- Atlantic Mills: 130 W. Main Street, Catskill, NY
- Catskill Point: 2-33 Main Street, Catskill, NY

Non-Lead Member: Columbia County EDC (a.k.a. Choose Columbia)

Target Area: City of Hudson

Priority Site Information:

- 58 North Front Street, Hudson, NY
- KAZ, Inc., 72 South Front Street., Hudson, NY

Non-Lead Member: Hunter Foundation, Inc.

Target Area: Village of Tannersville

Priority Site Information:

- Tannersville DPW, 105 Railroad Avenue, Tannersville, NY
- Legg's Garage, 116 Railroad Avenue., Tannersville, NY



5. a. Project Director

James Hannahs, Director of Economic Development
Greene County
411 Main Street
Catskill, NY 12413
518-719-3286
JHannahs@greencountyny.gov

b. Highest Ranking Official

Patrick Linger, Chair of the Legislature
Greene County
411 Main Street
Catskill NY 12413
518-496-8399
plinger@discovergreene.com

6. Population of Target Areas:

Village of Catskill = 3,536
City of Hudson = 5,964
Village of Tannersville = 562

7. Other Factors

Other Factors Checklist	Page #
Community Population is 10,000 or less	1, 2
The applicant is, or will assist a federally recognized Indian tribe or United States territory	N/A
The proposed site is impacted by mine-scarred land	N/A
The priority site (s) is adjacent to a body of water (i.e., the border of the priority site(s) is continuous or partially contiguous to the body of water but for a street, road or other public thoroughfare separating them).	2, 3
The priority site(s) is in a federally designated flood plain.	2, 3
The reuse of the priority site (s) will facilitate renewable energy from wind, solar, or geothermal energy.	N/A
The reuse of the priority site(s) will incorporate energy efficiency measures.	5
The proposed project will improve local resilience to protect residents and community investments	5
At least 30% of the overall project budget will be spent on eligible reuse/area-wide planning activities, as described in Section 1.B. for priority sites within the target areas.	11
The target area(s) is located within a community in which a coal-fired power plant has recently closed (2013 or later) or is closing.	N/A

8. Letter from State (Separate Attachment from the NYS Dept. of Environmental Conservation)

9. Releasing Copies of Applications: N/A

This information is not confidential, privileged, or sensitive and may be made public.

1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

1.a. Coalition Members, Target Area, and Brownfields

1.a.i. Coalition Members

Greene County (GC), a local government agency, coalition lead and applicant, formed a coalition with community-based nonprofit organization Hunter Foundation, Inc. (HF) and local government agency Columbia County EDC (a.k.a. Choose Columbia) (CC) to address brownfields within Greene and Columbia Counties of New York State (NYS). HF is a community-based 501(c)(3) non-profit organization located in the Village of Tannersville, within the Town of Hunter. The HF wishes to continue their mission of purchasing, improving, and reselling blighted properties (over 100 homes and 35 businesses) in Greene County. CC is the lead economic development organization for Columbia County, promoting economic development, high-quality job creation, and affordable housing under a Strategic Initiative. CC is also connected to the Columbia County Industrial Development Agency (IDA) and Columbia County Capital Resource Corporation (CRC), which broadens CC's impact. As is typical of rural, small population areas with low median income (county-wide 15% below state average, 35% below state average within the counties' nine urban centers), the non-lead coalition members lack capacity to apply for and manage an EPA Brownfield Grant. HF has 1 full time employee and a part time administrator. CC has only 9 part- and full-time staff members to develop and administer housing, planning activities, seek funding, and conduct outreach for 23 municipalities. Both Counties are struggling to maintain their existing levels of basic public safety services such as police and fire. Beyond an EPA Brownfield Grant, resources available to local governments to address brownfields are limited to competitive state brownfield grants, which total only \$10M for all of NYS. As the coalition lead, GC brings the advantage of an organized and experienced administrative unit that manages 28 County departments over 32 jurisdictions with a budget of \$122M. However, GC lacks planning capabilities which the grant can address with the planning outlined in Section 3.

1.a.ii. Overview of Brownfield Challenges and Description of Target Area

The project geographic boundaries include Greene and Columbia Counties, NY, which are bisected by the Hudson River and located in southeast central NYS, approximately 100 miles north of New York City (NYC). This 1,293 mi² highly rural area of 108,000 residents is dotted with small villages hugging deteriorating former mills and abandoned hotels along the waterways, surrounded by forests and farmland. Two industries drove the economy: manufacturing and tourism. Manufacturing included boat building, brick and furniture making, and wool and cement production. Tourism flourished as NYC residents flocked to the area for open space and fresh air, staying at hundreds of hotels. Regrettably, all of this changed in the 1970s when manufacturers moved to lower-cost areas in the southern states and overseas, leaving behind deteriorating buildings and contamination encircled by private residences. Three major cement plants closed in 1976, 1980, and 1982 eliminating 1,200 jobs for residents of Catskill and Athens. In addition, since 1996, 850 good-paying jobs have been eliminated with the closures of numerous manufacturers including Kaz, Inc., LB Products Corporation, Emsig Manufacturing, and W.B. McGuire Co. Inc. At the same time, tourism dwindled as airlines made exotic vacationing possible, shifting local travel to the globe, and closing many grand resorts forever. Numerous palatial destination hotels such as the Friar Tuck Inn and the Cold Spring Hotel closed leaving behind asbestos-ridden, deteriorating buildings. Still today, the area's tragic job loss continues with the 2023 announcement of the closure of a Sav-A-Lot warehouse. These closings resulted in numerous deteriorating abandoned mills in the center of hamlets surrounded by substandard housing that continue to have a devastating and profound social and economic impacts on the surrounding underserved population. As if the adverse economic impacts are not enough, flooding has had a dramatic impact in our communities. The area has suffered 48 flooding events since 1995 which has resulted in significant property damage. The Coalition's primary challenge to addressing brownfields is lack of funding to complete Phase I and II Environmental Site Assessments (ESAs) to evaluate contamination, address liabilities/transfer issues for privately owned sites, and determine remediation costs to prioritize sites and initiate site disposition strategies. The EPA Brownfield Assessment Coalition Grant will provide critical funding to implement the communities input to not only address legacy contamination and flooding issues but also enable communities to enjoy the health benefits of enjoying the beauty, recreation, and increased tourism and associated jobs, and remove pollutants from the waterways. This grant will focus on the following Target Areas (Tas):

- **GC (lead): *Village of Catskill*** – a 2.8 sq. mile jurisdictional area of 3,536 residents, mapped as a distressed area of census tract (36039081000) according to on- hand screening tools, extends along both sides of Catskill Creek approximately 1.5 miles upstream from the confluence of the Hudson River, including the village’s downtown area. The TA’s population has shrunk by 30% since 1970 (5,317 in 1970 to 3,844 in 2021)
- **CC (non-lead): *City of Hudson***- a 3.3 mi² jurisdictional area of 5,964 residents, mapped also as a distressed area of census tract (36021001200) and extends 1.7 miles along the Hudson River and consists of empty, deteriorating manufacturing sites and underutilized buildings located along the waterfront and the downtown. The TA’s population has decreased by 35% since 1980.
- **HF (non-lead): *Village of Tannersville*** – a 1.2 mi² jurisdictional area including 562 residents which has decreased 5% since 2010, in a mountain valley. This densely developed area was once a bustling railroad hub and now consists of old housing (median build date 1947 vs. 1971 for County), an abandoned hotel, auto repair, and coal storage facilities. Due to the village’s location in a valley at the confluence of several streams, it is at significant risk of flooding according to a Local Flood Hazard Mitigation Analysis.

1.a.iii. Description of the Priority Brownfield Sites

Village of Catskill (GC – lead): 14 brownfield sites totaling 45 acres including two oil terminals, former industrial sites (brick making, foundry, textile, lumber), and abandoned marinas are documented to have potentially exposed the local populations to volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs), petroleum, metals, asbestos, and other carcinogens. The first priority site, *Atlantic Mills, 130 W. Main Street, Catskill (42.21309, -73.866313)*, is an unsecured 1.2-acre vacant lot located within a distressed areas and the 100-year floodplain on the Catskill Creek at the confluence of the Hudson River. Historically occupied by a brickmaking facility and then a knitting mill, the site was demolished in the 1960s leaving behind building rubble, a building foundation, and a 4-story dilapidated brick stairway. Based on historic site use, potential contaminants include PCBs, PAHs, VOCs, petroleum, and metals. Since the building was demolished in the 1960s, hazardous building materials are expected to be present. The site was identified as a priority due to the public’s concern about children being tempted to enter the site and its potential to address the need for public access to the waterfront and to address flooding along Catskill Creek. The second priority site, *Catskill Point, 2-33 Main Street, Catskill, NY (42.211083, -73.854700)*, is a 9.5 acre site consisting of a mix of private and village owned parcels located on the water within a distressed area and the 100-year floodplain at the confluence of the Hudson and Catskill Rivers that is currently and has historically been used for fuel oil storage. Due to the site’s history, petroleum contaminants are a concern. Catskill Point offers a perfect opportunity to connect people with the water and the Hudson River landscape, and existing oil tanks are the most obvious elements detracting from the landscape at the Point.

City of Hudson (CC – non-lead): Includes 24 sites totaling 50 acres of abandoned and underutilized brownfield sites including a railroad yard and numerous deteriorating former manufacturing facilities, potentially exposing the local populations to metals and VOCs in the groundwater and soils as well as asbestos-containing building materials. In addition to the noted abandoned industrial sites, the New York State Department of Environmental Conservation (NYSDEC) spill database identified 555 spills of petroleum and hazardous substances in Hudson. The first priority site, *58 North Front Street, Hudson (42.258492, -73.793767)*, is an unsecured 0.68-acre vacant site, a portion of which is within the 100-year floodplain. Located in a distressed area, this site historically operated as a fuel terminal from at least the 1920s until circa 1970s when the site was demolished. Petroleum contaminants and building debris are present. Comments obtained during outreach meetings have indicated its importance is related to the redevelopment plans for the adjacent *Kite’s Nest, a 501(c)3 community organization that provides life skills and job training to economically distressed areas.* The second priority site, *KAZ, Inc., 72 South Front Street, Hudson (42.253769, -73.797515)*, is a 4-acre, privately-owned, unsecured former industrial site which operated from 1950 until 2008 when it closed, eliminating 350 jobs. The site includes two abandoned deteriorating warehouses totaling 50,000 ft². No known investigation has been completed; however, based on the facilities’ long history of manufacturing plastics for the

healthcare industry, it is expected that halogenated solvents and metals many have been released from manufacturing operations and petroleum may have been released from heating and maintenance operations. It has been identified as a priority site since surrounding children may be tempted to enter the site. Its redevelopment will advance the city's waterfront revitalization efforts and will address local populations needs.

Village of Tannersville (HF – non-lead): was the center of lumber mills, tanneries, furniture manufacturing and the railroad until the early 1900s when these industries collapsed. The lost industries were gradually replaced by the summer resort trade built upon former industrial sites. The area has at least 6 identified brownfields, including 2 former gasoline stations, an abandoned hotel, 2 auto repair facilities, a tannery and over 150 documented hazardous substances releases. Due to the lack of investment, limited environmental data is available; however, it is expected that metals, PAHs, and VOCs are present in the area soil and groundwater and asbestos is present in building materials. The priority sites, Tannersville DPW, 105 Railroad Ave. Tannersville (42.192387, -74.135692) and Legg's Garage, 116 Railroad Ave, Tannersville (42.195139, -74.13713), located across the street from one another on the Sawmill Creek and within the 100-year floodplain, routinely suffer with flooding due to increased rainfalls in the surrounding mountains which drain to the village. The DPW facility, a 1.0-acre lot currently occupied by a 3,500-ft² garage used for vehicle maintenance, was constructed in 1980. The site was originally developed in the early 1900s and was demolished to allow for the construction of the DPW garage. Site concerns include underground storage tanks and use of hazardous substances. Hazard mitigation planning has noted that the DPW facility should be moved from this location (since it is a critical facility) and the vacant site used for flood control. Legg's Garage, a 0.4-acre site occupied by a dilapidated 2,402-ft² body shop and 1,680-ft² storage building was utilized for automobile repair from at least 1938 through the early 2000s. Removal of the site's structures has been identified as key to flood management and prevention of downstream flooding of the village.

1.a.iv. Identifying Additional Sites

GC will conduct brownfield awareness training for the Coalition and community members (i.e., leaders/stakeholders and public) and complete public outreach throughout the counties. The training will educate community members on what is a brownfield, the needs and opportunities and encourage community members to assist in identifying additional sites. Due to the TAs' and counties' industrial legacy, we believe numerous additional sites will be identified. GC will add to the list of brownfields identified in Section 1.a.iii. and work with community members through public engagement to prioritize sites based on location and community desires, redevelopment potential based on community goals, the ability to address needs of local community, projected communities' benefit, and removal of issues due to environmental contamination. The revitalization of the priority sites along the waterfronts will catalyze the development of other brownfields for the other community priorities such as affordable housing. In addition, GC will include a review of several mine-impacted areas in Greene County.

1.b. Revitalization of the Target Areas

1.b. i. Reuse Strategy and Alignment with Revitalization Plans

The proposed priority site reuse strategies directly align with revitalization plans developed with input from residents and community-based groups during public engagement conducted during Brownfield Opportunity Area (BOA-NYS program that provides funding to inventory and complete reuse plans for areas of brownfield concentrations) and/or Downtown Revitalization Initiative (DRI- a NYS initiative that provides funding to municipalities to complete transformative projects) planning and each County's Hazard Mitigation and Resilience Plans. Overall development goals of each of the TAs and specific priority redevelopment goals are outlined below.

- Develop a waterfront with recreation facilities and link downtown to the waterfront.
- Ensure greater access to livable wages by spurring tourism and providing incentives to attract/retain manufacturers/small businesses to create jobs.
- Create high quality affordable housing neighborhoods adjacent to employment and recreation centers by attracting developers and supporting rehabilitation of existing homes.
- Retain and attract youth to ensure future workforce.
- Remove blight by including flood resilient features and methods to reduce flooding.

Village of Catskill – As a result of an extensive BOA public participation process, the community developed a vision of revitalization with an affordable, family-oriented, walkable downtown and revitalized waterfront that features a mix of uses (commercial, residential, retail) with a variety of waterfront access points that provides jobs, recreational waterfront access for community residents, and creates a flood-resilient community that protects and preserves natural resources.

Atlantic Mills – A former knitting mill site with a historical tower will be incorporated into redevelopment to accommodate new water-dependent uses. The property would provide parking and launching of roof top watercraft, a stop-off for the village's proposed water taxi service along and across Catskill Creek and starting point of a pedestrian boardwalk leading to a nature walk. The proposed use would align with Catskill land use and revitalization goals including a revitalized waterfront that spurs tourism by encouraging public access to riverfront trail and the water, incorporates electric vehicle (EV) charging, and flood resilience design features.

Catskill Point – Conversion of this oil storage site into a public park will provide access to the waterfront and connections to Main Street and downtown. The site would include parking, EV chargers, recreation, entertainment, and cultural opportunities for a wide audience. In addition, site features will be water-resilient and accommodate flooding to the highest degree possible to reduce flooding impacts on the adjacent downtown area and loss of economic activity.

City of Hudson – The goal for this TA is to promote development of sustainable mixed-use projects that address residents' needs, incorporate affordable and market-rate housing and transportation-oriented design, workforce development, access to healthy, affordable food, and revitalization of the waterfront for expanded public use.

In addition, the community wants to ensure preservation of historical features. 58 North Front Street – This former oil bulk petroleum storage site will provide additional ancillary space for parking and storage for Kite's Nest but more importantly increase the organization's capacity to address the needs of local youth and businesses by providing job training and business assistance.

KAZ – This derelict site will be redeveloped to create a vibrant new arts and food district (markets and restaurants) to further advance waterfront revitalization efforts and create a dynamic year-round, multiuse space. The site will include a 18,000-ft² interior courtyard with a flexible design for year-round use including a farmers' market, agricultural and artisanal fairs, art installations and events and open into a 25,000-ft² exterior courtyard, allowing for larger events and outdoor activities in warm weather. The redevelopment of this site will serve as an anchor for waterfront revitalization and a catalyst to rehabilitate surrounding housing to meet the needs of the community.

Village of Tannersville – Addressing brownfields in this TA will create a sustainable, livable, resilient community by removing blight and encouraging new or adaptive uses on those properties, building on existing assets through strategic investments to create living wage jobs, affordable workforce housing, establish a sustainable downtown by promoting strategies promoting environmental adaptation and address persistent flooding.

Legg's Garage – The owner has not paid property taxes for this site. The village intends to utilize the grant to complete environmental reviews pursuant to acquiring the site via tax foreclosure. Once acquired, the abandoned building will be demolished, remediated and utilized as a parking lot to provide access to the Catskill Rail Trail. Removal of structures and cleanup will provide additional stormwater water storage, reduce flood risks and vulnerability of downstream downtown structures, and improve water quality by removing pollutants from flood-prone areas.

DPW – Funds will be used to identify environmental concerns and develop a cleanup plan. Site features will be removed and a pocket park will be created along the Catskill Rail Trail. Removal of structures and site cleanup will provide additional stormwater storage, reduce flood risks and vulnerability of downstream downtown structures, and improve water quality by removing potential pollutants from flood-prone areas.

1.b.ii. Outcomes and Benefits of Reuse Strategy

The proposed projects will provide environmental due diligence, cleanup strategy and reuse planning services using local construction crews/vendors and providing workforce training, whenever possible, to position priority sites for redevelopment. These activities will encourage investments by leveraging available funds and resources. Living conditions and opportunities for residents will be improved, as residents will no longer require a car to obtain essential needs such as fresh food and benefit from a healthier living environment, increased tax revenue and job opportunities, reduce flooding impacts and increased options for outdoor activities and public gathering locations. In particular, the projects

will investigate/remediate 17 acres, remove blight (3 aboveground estimated 500,000-gallon oil storage tanks and 5 unsafe dilapidated buildings totaling 57,000 ft²), create 8 acres of parks with water access and amenities, construct a 43,000 ft² building that houses new arts and a fresh food market, create flood protection and promote tourism leading to job creation. The projects will incorporate green design features including energy efficiency equipment, EV chargers, as well as flood resilient features and stormwater capacity to reduce downstream flooding. In addition, 2 Area-Wide Plans (one for each Columbia and Greene County) will be developed to inform the additional site selection process. The plans will identify the Counties' needs, site selection criteria and assist in determining selected site future uses. Also, it is expected additional sites will address housing needs and mine-scarred lands.

Atlantic Mills - remove contamination/blight, provide access to the waterfront and public transportation (water taxi), promote tourism, preserve historical features, provide jobs and address resiliency (i.e., flooding).

Catskill Point - remove contamination/blight, provide public access to the waterfront with amenities that incorporate EV chargers and renewable energy, promote tourism and reduce flooding risks.

58 North Front Street - remove contamination and allow Kite's Nest, located on adjacent parcel, to expand its mission to build the collective capacity of youths by providing job training and workplace skills development.

KAZ, Inc. - remove contamination/blight and revitalize an abandoned industrial site in the heart of Hudson's waterfront, provide jobs, a fresh food market, cultural center, and active meeting place for residents, and incorporate sustainable building practices (i.e., LEED, Passive House, Zero Net Energy, or Energy Star features).

Legg's Garage and DPW - remove contamination/ blight, improve water quality by removing potential pollutants from flood-prone areas and reduce flood risks/vulnerability of downtown structures located 500 ft downstream.

1.c. Strategy for Leveraging Resources

1.c.i. Resources Needed for Site Reuse

The TAs do not have nor is funding available to complete site assessment, investigation and reuse planning for the noted projects. Without the completion of the assessment/investigation the projects will not move forward. However, the TAs have secured \$1.5M (via Restore NY) to assist with building demolition and site preparation at the KAZ site and \$2M (via the Tannersville DRI) to create a park and improve the trail network on the DPW/Legg's sites. The Coalition will leverage the following incentives to revitalize the priority sites:

Site Remediation

- **NYS Empire State Development Restore NY** – \$150M in demolition funds available statewide to municipalities via annual application process.
- **NYSDEC Brownfield Cleanup Program Tax Credits** – Provides tax credits for site remediation and development to taxpayers via an application process.

Site Redevelopment

- **NYS Parks, Recreation and Historic Preservation:** Offers matching grants up to \$500k for acquisition, planning and development of historic properties listed on the National or State Registers of Historic Places.
- **NYS Empire State Economic Development Fund (EDF):** Offers financial assistance for projects that facilitate job creation and/or retention, or increased business activity.
- **Greene County Revolving Loan Program (Quantum Fund):** Offers up to 50% (up to \$200k) of project costs that create jobs for low-moderate income persons.
- **NYS Energy Research Development Agency:** Provides grants for energy efficiency, EV Stations, and renewable energy installation.
- **NYS HOME Program:** Provides up to 9% tax credits for land acquisition/affordable housing.
- **NYS Office of Community Renewal:** Provides up to \$900k to design and construct a recreational trail; provides grants to create/retain jobs for low- to moderate-income persons.
- **Main Street Program NYS Homes & Community Renewal:** Funds building renovation for historic buildings, mixed-use neighborhoods, and commercial districts.
- **Stream Management Implementation Program Flood Hazard Mitigation Grants:** Provides funding to municipalities to design/construct floodplain restoration and flood mitigation projects.

1.c.ii. Use of Existing Infrastructure

Each of the TAs are in developed areas that have existing infrastructure including roads, sidewalks, trails, and utilities (sewer, water, power, and communications) as noted below:

Catskill – According to Catskill’s 2019 Comprehensive Plan, the infrastructure is adequate to support present and revitalization efforts. However, although the sewage capacity is adequate, its sewer mains are aged (Catskill secured \$2.9M of NYS Water Infrastructure Improvement Act funding for water main replacement).

Hudson – An infrastructure review completed in 2019 by engineering consultants stated that the area is well-served by infrastructure with adequate gas, electric, water, streets, and sewer available.

Tannersville – The Village of Tannersville Strategic Investment Plan dated August 2022 reported adequate existing infrastructure, including roads, sidewalks and trails, and utilities (sewer, water, power, and communications). In addition, the Village has received \$2M to complete a variety of street enhancements that will promote walkability and increase safety for people of all ages and abilities.

2. Community Involvement

2.a.i. Project Involvement & 2.a.ii. Project Roles

The table below identifies community partners that will be involved and will aid in project performance. These partners and their participation in the project are viewed as key to a successful brownfield program, particularly in community outreach. GC’s discussions with these partners have all met with strong affirmation of the importance of addressing brownfields. The Coalition will engage with the community partners listed below to identify community priorities on which site selection will be based and solicit input on brownfields that these organizations believe will further their goals and the members of the communities that they serve.

Partner Name	Point of Contact	Specific Role in Project
Kite’s Nest	Amanda Boyd, Director of Education 518-241-3540; aboyd@kitesnest.org	These business/workforce development organizations will advise regarding workforce development/local business needs and champion brownfield projects that create family-wage jobs. Kite’s Nest works with local youth to increase job skills. Columbia -Greene Workforce NY will assist those lacking HS education to obtain HS Graduate Equivalency Diplomas. Columbia Chamber Foundation works w/adults to improve job skills.
Columbia-Greene Workforce NY Career Center	Christopher Nardone 518-697-6510 Christopher.nardone@sunycgcc.edu	
Columbia Chamber Foundation	Bill Gerlack, President 518-828-4417 bgerlach@columbiachamber.ny.org	
NYSDEC	Donald Guest; 607-652-3607 Donald.guest@dec.ny.gov	Regulatory oversight through BCP programs. BCP also provides tax incentives for cleanup.
Community Action of Greene County	Barbara Palmateer; 518-943-9205 x111 bpalmateer@cagcny.org	These agencies will represent/ advocate for local residents: St. Catherine’s-Children; Community Action- distressed families; Catskill Housing Authority, Catskill Mounting Housing Coalition;- People of Color; Columbia County Office for the Aging - >64Yrs old; Care Net- pregnant teens. In addition, they will assist with identifying/implementing methods to engage local populations/encourage participation in public outreach events.
Greene County IDA	April Ernst, Executive Director ernst@greeneida.com; 518-731-5500	
Care Net Pregnancy Center of the Hudson Valley	Jackie Rosa 845-856-3423 Jackie.rosa@carenetny.org	
St. Catherine’s Center for Children	Michele Puleo O’Hare 518-337-7021; mpuleocare@st-cath.org	
Columbia County Office for the Aging	Kevin McDonald – Administrator 518-828-4258	
Catskill Housing Authority	Tim Mattice; 518-943-2900 tmattice.catskillha@gmail.com	
Catskill Mountain Housing Coalition	Molly Whitbeck; mwhitbeck@cmhdc.org 518-943-6700	

Catskill BOA Steering Committee	Peter Grasse, President Village of Catskill Board; 518-943-3830; pgrasse@villageofcatskillny.gov	These groups will promote participations in the project from and communicate project progress to communities in the region.
Catskill Downtown Redevelopment Initiative Task Force	Natasha Law, Village Board Trustee nlaw@Villageofcatskill.net; 518-943-2244	
Tannersville DRI	Todd Erling Co-chair, Hudson Valley Agribusiness Development Corporation; 518-432-5360	
Hudson DRI	Matthew Nelson, co-chair; VP and Mortgage Officer Community Preservation Corporation; 518-463-1776	

The Coalition partners are viewed as equal partners in the performance of the project. As such, all Coalition members will attend virtual monthly meetings with the Qualified Environmental Professional (QEP) to review project status and strategies to move the program forward and will be involved in all site selection decisions and in determining the scope of work and grant funds budget for each site. Coalition partners will work closely with GC and its QEP on all aspects of projects within their jurisdiction.

2.a.iii. Incorporating Community Input

The Coalition will ensure that stakeholders (i.e., county officials, municipalities, and organizations listed in the table above) are educated on brownfields and are aware of the coalition activities. Therefore, the Coalition will develop a written Community Involvement Plan that will identify stakeholders, residents/groups directly impacted, outreach events, frequency, and methods. A total of 8-12 public meetings will be held during the 4-year grant to maintain stakeholder engagement and continue to gather input on site selection, prioritization, assessment needs, cleanup decisions, mitigation measures from the cleanup and redevelopment activity, and reuse planning. In addition, 2-4 brownfield committee meetings will be held each year. Outreach events, open to the public, will be advertised through county and partner websites, newspapers, radio, and social media (earned media and other low-cost/no-cost, or in-kind methods) ensuring that the entire community has an opportunity to provide input. The community will be updated on progress throughout the grant, as well as share input through comment opportunities on county and partner websites. For residents with limited internet or cellular network access, paper surveys will be available at local businesses, enabling community input without access to digital resources. We have already begun engaging target area residents, business owners, and community advocates to solicit their input regarding our brownfield project and will continue to do so during the grant period. A public meeting will be held in the second quarter of the grant period to discuss goals, planned activities, and a schedule for future community involvement. For subsequent meetings, personal invitations will be sent to residents directly impacted by priority sites, neighborhood groups, lenders, area businesses, and developers to maximize stakeholder engagement. GC staff will catalog stakeholder input for reference when determining assessment and redevelopment priorities. As the project progresses, we will involve stakeholders in the decision-making process regarding prioritization, assessment, site marketing, cleanup planning, and feedback on reuse. When stakeholder input is received, the Coalition will evaluate it against our development goals and available resources, adopting feedback that feasibly meets these criteria.

3. TASK DESCRIPTIONS, COST ESTIMATES & MEASURING PROGRESS

3.a. Description of Tasks/Activities & Outputs

Task 1 – Project Management, Reporting & Other Eligible Activities

3.a.i. Project Implementation: This task will include: 1) Development of MOA between GC and HF and CC; 2) Cooperative agreement compliance oversight; 3) Selection of a QEP by Coalition partners in accordance with GC requirements and 2 CFR200.317-326; 4) Federal Financial Report (FFR) reporting; 5) Property Profile Form submission and updates in the EPA's Assessment, Cleanup, and Redevelopment Exchange System (ACRES) database; 6) monthly status meetings with QEP to ensure all activities are moving forward, goals and objectives are being met, and if not, actions are developed to address; 7) report summarizing accomplishments, expenditures, outcomes, outputs, lessons learned, and resources leveraged at the completion of the grant. GC anticipates that one member from GC, HF, and CC will attend one local and two national brownfield events during the performance period of the grant.

3.a.ii. Anticipated Project Schedule: Activities will be completed over the 4-year grant period. The MOA and QEP selection will be completed in the first quarter of the grant award.

3.a.iii. Task/Activity Lead: GC with support from the QEP.

3.a.iv. Outputs: Quarterly reports with status tables (16), Annual FFR report (4), Final project closeout report (1), ACRES profiles (~28 sites) updated with completion of each project element), member from each coalition attending 3 brownfield events, executed Coalition MOA, approximately 48 monthly meetings and QEP selection. **Task 2 – Community Engagement & Site Inventory/Prioritization:**

3.a.i. Project Implementation: This task will include: 1) preparation of community involvement plan; 2) outreach materials including updated web content and fact sheets; 3) develop and review site inventory for all coalition members, update inventory in years 2 and 3; 4) solicit, consider, and respond to community input,

including an estimated 16 public/stakeholder meetings; and 5) coordinate meetings with property owners to encourage brownfield reuse and participation in the project. Initial broad planning review of inventory sites to determine next steps for each site, e.g., Phase I, Phase II, or detailed planning study if assessments are adequate. Work with GC legal representative to obtain access agreements. Sites will be selected that can support near term growth and spur economic activity in identified areas.

3.a.ii. Anticipated Project Schedule: Preparation of community involvement plan and outreach materials, Quarter 1, Development of Site Inventory and prioritization of sites to be assessed will occur in Quarter 1 – Quarter 2. Meetings with the taskforce, community members, and property owners, throughout the grant period (4 years). Update inventory twice in year 2 and 3 to account for new foreclosures.

3.a.iii. Task/Activity Lead: GC with support from coalition and community partners, and the QEP.

3.a.iv. Outputs: Community involvement plan, prioritized site inventory, eligibility forms and access agreements (~28), 16 public meetings, up to 16 meetings with property owners, updated web content and fact sheets (up to 16 events), meet with local trade/club groups 1-2 times per year.

Task 3 – Phase I/Phase II ESAs, Site Cleanup, Reuse and AWP:

3.a.i. Project Implementation: Based on the outcome of Task 2, GC will direct the QEP to obtain EPA site approvals, prepare a master Quality Assurance Project Plan (QAPP)/Health and Safety Plan (HASP), 28 Phase Is in accordance with the All-Appropriate Inquiries Final Rule and ASTM International (ASTM) E1527-21 Phase I ESA standard. Completion of up to 9 Phase IIs will be completed conforming to EPA/ NYSDEC requirements and ASTM 1903-11. Regulated Building Material (RBM) surveys will be completed at up to 6 sites for lead, asbestos and PCBs. Each Phase II ESA/RBM survey will include the following: 1) a Sampling and Analysis Plan (SAP), 2) materials demonstrating compliance with National Historic Preservation Act (NHPA) and Endangered Species Act requirements, and 3) a 29 CFR §1910.120-compliant site-specific HASP. Phase I/Phase II activities will start with priority sites Atlantic Mills, Catskill Point, 58 North Front Street, 72 South Front Street, Tannersville DPW and Legg's Garage. Site Specific Cleanup plans and Analysis of Brownfield Cleanup Alternatives (ABCAs) will be prepared for up to 7 sites where contamination is confirmed and anticipated to be at the noted Priority Sites. A separate Area Wide Plan (AWP) will be developed for Columbia and Greene County. Site specific planning studies will be completed for up to 8 sites (including priority sites with the exception of Atlantic Mills, which has a defined reuse) consisting of Site Reuse Assessment and Vision, Resource Road Mapping, and Revitalization Plans. The studies will help Coalition members identify the best reuse and strategies to help Coalition members pursue revitalization for sites that are stagnant. All planning activities will be reviewed and approved by the Coalition members and all subcontractors will be procured following grant and GC requirements.

3.a.ii. Anticipated Project Schedule: Year 1: Master QAPP, 10 Phase Is, 2 RBM surveys, 3 Site Reuse Assessments; Year 2: 14 Phase Is, 2 RBM surveys, 5 Phase IIs, 3 site specific Cleanup Plans/ABCAs, 3 Site Reuse Assessments, 1 Brownfields Revitalization Plan (Village of Catskill due to multiple/contiguous brownfield sites), AWP (Greene County); Year 3: 4 Phase Is, 4 Phase IIs, 2 RBM surveys, 2 site specific Clean Up Plans/ABCAs, AWP (Columbia County), 1 Brownfield Revitalization Plans (site to be determined), 1 Resource Road Map (site to be determined); Year 4: Completion of any plans that are incomplete.

3.a.iii. Task/Activity Lead: QEP will complete all technical deliverables for this task (assessments, investigations, reporting, ABCAs) with oversight from GC. GC will oversee plans with support from QEP.

3.a.iv. Outputs: 1 master QAPP/HASP, 28 access agreements/EPA site approvals, 28 Phase Is, 9 Phase IIs, 6 RBMs, 8 Site Specific Cleanup Plans/ABCAs, 8 Site Reuse Assessments, 2 brownfield revitalization plans, 1 Resource Roadmap, 2 AWP.

3.b. **Cost Estimates:** Project cost estimates are provided by the task below.

Task 1 – Project Mgmt., Reporting & Other Eligible Activities (\$90,588):

Personnel/Fringe Total: \$75,000:

MOU development – 20hr x \$100/hr. = \$2,000

RFP Prep/QEP Selection – 60 hrs. x \$100/hr. = \$6,000

Compliance/Reporting - 10 hrs./qtr. x 16 qtrs. x \$100/hr. = \$16,000

Project Management/ Acting/ QEP Meeting- 8 hr./mo. x 48 mo. x \$100/hr. = \$38,400

Meeting w/QEP/communities/Presentations – 126 hr. x \$100/hr. = \$12,600

Travel Total: \$4,090

2025 National Brownfields Conference (Location TBD): \$1,525 (\$1,525/person x 1 Greene Co. Staff)

2027 National Brownfields Conference (Location TBD): \$1,525 (\$1,525/person x 1 Greene Co. Staff)

2026 Regional/State Brownfields Conference (Location TBD): \$1,040 (\$1,040/person x 1 Greene Co. Staff)

Contractual Total: \$11,498

48 monthly meetings: \$8,160 (48 hrs x \$170/hr. x 1 staff) Property Profile Prep: \$2,750 (16 hrs x \$170/hr.)

Task 2 - Community Engagement Site Inventory/Prioritization (\$50,660):

Contractual Total: \$50,660

Coalition & Stakeholder Meetings: \$27,200 (80 hrs x \$170/hr. x 2 staff)

Update Project Fact Sheets, Site Nomination Form & Webpage Content: \$10,200 (60 hrs x \$170/hr.) Update inventory brownfield sites: \$13,260 (78 hours x \$170/hr.)

Task 3 – Phase I/II ESAs & Site Cleanup/Reuse Planning & AWP (\$1,358,752)

Contractual Total: \$1,358,752

Site Eligibility Requests: \$4,760 (28 hours @\$170/hr.); RBM Surveys: \$65,952 (6 sites @\$10,992 ea.)

Update Master QAPP/HASP: \$6,040 (1 QAPP x \$6,040/QAPP); Cleanup/ABCAs: \$98,000 (7 sites @\$14,000ea.)

Phase I ESAs: \$153,500 (28 sites @\$5,500/ea.); Phase II ESAs: \$544,000 (9 sites @\$60,500ea.).

Site Reuse Assessment*: \$280,000 (8 sites @\$35,000ea.); Revitalization Plans*: \$90,000 (2 sites @\$45,000ea.)

Resource Roadmap*: \$16,500 (1 site @\$16,500ea.); Area Wide Plan*: \$100,000 (2 sites @\$50,000ea.)

*Plan activities as prescribed @ <https://www.epa.gov/brownfields/information-eligible-planning-activities>.

3.c. Plan to Measure and Evaluate Environmental Progress and Results

The Coalition will set milestones/benchmarks, track, measure, and report outputs (i.e., number of completed Phase I/II ESAs and public meetings) and outcomes (e.g., acres assessed, steps toward redevelopment plans, land remediated and redeveloped, redevelopment investment value, and other funding leveraged) in ACRES at project

Budget Categories	Task 1: Project Mgt., Reporting & Other Eligible Activities	Task 2: Community Engagement & Site Inventory/Prioritization	Task 3: Phase I/II ESAs/RBM/ Site Cleanup/ Reuse Planning & AWP	Total
Personnel	\$60,000	\$0	\$0	\$60,000
Fringe	\$15,000	\$0	\$0	\$15,000
Travel	\$4,090	\$0	\$0	\$4,090
Contractual	\$11,498	\$50,660	\$1,358,752	\$1,420,910
Total Direct Costs	\$90,588	\$50,660	\$1,358,752	\$1,500,000
Indirect Costs	\$0	\$0	\$0	\$0

milestones (site investigation completed, cleanup/reuse planning initiated/completed). Actual outputs will be compared to the estimated number of outputs listed in 3.a. GC will document outcomes/outputs that cannot be easily entered into ACRES (i.e., website updates, staff training, and community outreach/meetings) in quarterly reports. GC will evaluate the project progress semi-annually and, if goals are not met, will discuss with EPA Project Officer, local stakeholders, and QEP to adjust project approach. A project-specific spreadsheet will be developed to track outputs and associated milestones noted for activities within Task 3. This spreadsheet will be updated and presented to stakeholders quarterly to ensure project completion. Measurements will include tracking that at least 80% of the funding for site-specific activities is for distressed communities.

4.0 PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

4.a. Programmatic Capability

a.a. Organizational Capacity

GC will engage the Greene County Department of Economic Development, Tourism and Planning (GCEDTP) to manage the Grant, with support from the GC Business Manager and Administrator. This Department is specifically tasked and experienced with grant management and assistance and will include executing administrative and financial duties and retain and oversee consultants to implement technical activities including investigation and planning. GC's Director of Economic Development will oversee all aspects of the project to ensure timely completion of key milestones.

a.b. Organizational Structure

The grant will be administered by the GCEDTP, which reports to the Director of Economic Development, who in turn reports to the Deputy County Administrator. The GCEDTP includes planning, tourism and economic

development departments, which are organized, aligned and supportive of the Director of Economic Development. Greene County is governed by an elected Legislature and its economic development activities are carried out by GCEDTP which focuses to achieve its goal of business development and growth, retaining and attracting jobs, and promoting Greene County collaborating with public, private, and nonprofit interests to create an economy with opportunities for all its residents. GC includes trained staff members and has the authority to engage County employees as needed (i.e., County Attorney). GC will be the final decision maker if there is indecision or stalled progress in executing the grant activities within the Coalition and ensuring progress.

a.c. Description of Key Staff

The project will be managed by **GC Director of Economic Development, James Hannahs** who has experience providing technical assistance with federal/state funding programs including multiple EPA Community Wide Assessment Grants in Fulton County and Gloversville, NY. He has relevant experience in broad public participation/engagement processes and development of projects identified as priorities by previously awarded applications. Mr. Hannahs will oversee grant administration, fiscal accounting, and compliance, and will be assisted by **Jessie DuPont, GC Economic and Community Development Specialist**. Ms. DuPont will serve as a senior technical resource to Mr. Hannahs. Mr. Boomhower will be responsible for oversight of the Project Mgmt. team and strategic direction in relation to implementation of the Comprehensive Economic Dev. Strategy for the region. **Evelyn Donnelly, GC Business Manager**, will manage all financial aspects as well as manage day-to-day grant activities, completing quarterly reports, disbursements, coordinating public outreach events, responding to comments, maintaining records, etc. Ms. Donnelly manages GC's Economic Development, Planning, and Tourism related finance and accounting activities. **Edward Kaplan, Esq.**, a municipal attorney with over 10 years of experience, will assist with site assessment access agreements and other legal issues.

a.d.iv. Acquiring Additional Resources

GC has systems in place to acquire additional resources. GC posts all bid requests on its website and provides proposal templates/workshops to assist local contractors. GC routinely receives federal grant funding, and as such, is familiar with federal fair and open competition requirements in 2CFR Part 200 and 2CFR Part 1500. Procurement staff also abide by the National Institute of Governmental Purchasing code of ethics, which ensures a level playing field.

4.b. Past Performance and Accomplishments

4.b.ii. Has Not Received an EPA Brownfields Grant but Has Received Other Federal or Non-Federal Assistance Agreements

(1) Purpose and Accomplishments: GC has not received an EPA Brownfield Grant but has received other assistance agreements which were completed on time, on budget and in compliance with regulations. See table.

Grant Agency	Awarded Grant \$	Date Awarded/Completed	Purpose	Outputs	Accomplishments
HUD	\$423k	8/2021 8/2022	Community Development Block Grant – Funds expended to revolving loan fund to businesses achieving national objective of creating jobs, or making jobs available, to low-to-moderate income individuals.	10 loans disbursed to local businesses, totaling \$423k	Total of ~25 FT employees created since conception of corporation in 2018.
NYS Empire State Development	\$250k	2/2017 3/2021	Managed Restore NY Grant for the Town of Catskill including completion of Phase I ESA and administering site demolition project.	~\$300k disbursed, demo completed	Project completed; site prep conducted; officially attracted a new hotel chain to rebuild in 2023.

(2) Compliance with Grant Requirements: During the administration of the above-mentioned grants, meetings were held at milestones by GC officials and interested/invested parties to determine progress and implement necessary changes. A review was completed to determine the overall success and/or areas for improvement when the grants were concluded and were submitted to the awarding agency per grant requirements. Reporting requirements within each grant (monthly or quarterly) were completed on time and submitted in the required report formats. No corrective actions were required during the administration of the grants.

Greene County Coalition Grant

Threshold Criteria

1. Applicant Eligibility – Counties:

- Greene County is eligible to apply for a Brownfield Grant as a County.
- Choose Columbia (a.k.a. Columbia County EDC) is eligible to apply for a Brownfield Grant as a 501(c)(3) Organization
- Hunter Foundation Inc. is eligible to apply for a Brownfield Grant as a 501(c)(3) Organization

Please see attached documentation.

2. Applicant: Greene County

Non-lead coalition members:

- Columbia County EDC, (a.k.a. Choose Columbia)
- Hunter Foundation, Inc.

3. Target Areas:

Lead: Greene County

Target Area: Village of Catskill

Priority Sites:

- Atlantic Mills, 130 W. Main Street, Catskill, NY
- Catskill Point, 2-33 Main Street, Catskill, NY

Non-Lead: Choose Columbia (a.k.a. Columbia County EDC)

Target Area: City of Hudson

Priority sites:

- 58 North Front Street, Hudson, NY
- KAZ, Inc. – 72 South Front Street, Hudson, NY

Non-Lead – Hunter Foundation, Inc.

Target Area: Village of Tannersville

Priority Sites:

- Tannersville DPW, 105 Railroad Ave., Tannersville, NY
- Legg's Garage, 116 Railroad Ave., Tannersville, NY

4. Existing Brownfield Grants to Non-lead Members.
Each non-lead coalition member is not the recipient of an open cooperative agreement for grant funding or a MARC grant that closed in 2016 or later.
5. Coalition Agreement:
Please see attached letters from each non-lead coalition member to the grant applicant, Greene County, in which they agree to be part of the coalition.
6. Community Involvement:
Greene County is committed to inclusive public process that engages project stakeholders, and the community. A community involvement plan includes an outreach approach to provide citizens with the opportunity to be involved in and provide input every step along the way.

Partners:

Greene County, and coalition partners will use the support of project partners to assist with distributing project-related information on their websites, social media pages, newsletters and other avenues offered. They will host at least 2 brownfield action committee meetings per year and at least 3 community/neighborhood meetings per year.

Fact Sheets and Newsletters;

Greene County will include project updates in its newsletter to stakeholders. Project partners will also communicate progress via regular meetings, with fact sheets and newsletters.

Website/Social Media pages:

Greene County will continue to update its website with information about the sites consistently noting accomplishments and goals for the grant as well as social media platforms.

Meetings:

Greene County will hold meetings regularly with business owners, government and property owners to discuss sites, progress, assessment and goals for the grant

Public Notices and Newspapers & Email:

Greene County will publish all engagement opportunities in public newspapers or email blasts to community networks.

Additional:

Special outreach efforts (translation services for non-English speaking and hearing impaired are used as needed to provide equal access to project information. During times of social distancing Greene County will host engagement events via Zoom and at outdoor locations.

7. Expenditure of existing grant funds

Neither Greene County nor the Coalition partners have received EPA grant funds.

8. There are no named Contractors and named Subrecipients.

Below are community advocacy groups that will aid Greene County in informing and updating the public.

Partner Name	Point of Contact	Specific Role in Project
Kite's Nest	Amanda Boyd, Director of Education 518-241-3540 aboyd@kitesnest.org	These business/workforce development organizations will advise regarding workforce development/local business needs and champion brownfield projects that create family-wage jobs. Kite's Nest works with local youth to increase job skills. Columbia -Greene Workforce NY will assist those lacking HS education to obtain HS Graduate Equivalency Diplomas. Columbia Chamber Foundation works w/adults to improve job skills.
Columbia-Greene Workforce NY Career Center	Christopher Nardone 518-697-6510 Christopher.nardone@sunycgcc.edu	
Columbia Chamber Foundation	Bill Gerlack, President 518-828-4417 bgerlach@columbiachamber.ny.org	
NYSDEC	Donald Guest; 607-652-3607 Donald.guest@dec.ny.gov	Regulatory oversight through BCP programs. BCP also provides tax incentives for cleanup.
Community Action of Greene County	Barbara Palmateer 518-943-9205 x111 bpalmateer@cagcny.org	These agencies will represent/ advocate for local residents: St. Catherine's- Children; Community Action- distressed families; Catskill Housing Authority, Catskill Mounting Housing Coalition;- People of Color; Columbia County Office for the Aging - >64Yrs old; Care Net- pregnant teens. In addition, they will assist with identifying/ implementing methods to engage local populations/encourage participation in public outreach events.
Greene County IDA	April Ernst, Executive Director ernst@greeneida.com 518-731-5500	
Care Net Pregnancy Center of the Hudson Valley	Jackie Rosa 845-856-3423 Jackie.rosa@carenetcn.org	
St. Catherine's Center for Children	Michele Puleo O'Hare 518-337-7021 mpuleocare@st-cath.org	
Columbia County Office for the Aging	Kevin McDonald – Administrator 518-828-4258	
Catskill Housing Authority	Tim Mattice; 518-943-2900 tmattice.catskillha@gmail.com	
Catskill Mountain Housing Coalition	Molly Whitbeck; mwhitbeck@cmhdc.org 518-943-6700	
Catskill BOA Steering Committee	Peter Grasse, President Village of Catskill Board; 518-943-3830; pgrasse@villageofcatskillny.gov	
Catskill Downtown Redevelopment Initiative Task Force	Natasha Law Village Board Trustee nlaw@Villageofcatskill.net; 518-943-2244	These groups will promote participations in the project from and communicate project progress to communities in the region.
Tannersville DRI	Todd Erling Co-chair, Hudson Valley Agribusiness Development Corporation; 518-432-5360	
Hudson DRI	Matthew Nelson, co-chair; VP and Mortgage Officer Community Preservation Corporation; 518-463-1776	

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
G.P.O. BOX 1680
BROOKLYN, NY 11202

RECEIVED
12-19-94

DEPARTMENT OF THE TREASURY

Date: DEC 15 1994

COLUMBIA ECONOMIC DEVELOPMENT
CORPORATION
FAIRVIEW AVENUE PLAZA
HUDSON, NY 12534

Employer Identification Number:
14-1755710
Case Number:
114271009
Contact Person:
TERRY EVANS
Contact Telephone Number:
(718) 488-2317
Accounting Period Ending:
December 31
Form 990 Required:
yes
Addendum Applies:
yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the

Letter 947 (DD/CG)

COLUMBIA ECONOMIC DEVELOPMENT

Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed later, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

In accordance with section 508(a) of the Code, the effective date of this determination letter is January 1, 1973.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemptions you should maintain records to show that funds are expended only for those purposes. If you distribute funds to other

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COLUMBIA ECONOMIC DEVELOPMENT

organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

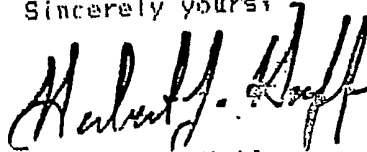
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Herbert J. Huff
District Director

Enclosure(s):
Addendum

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201



DEPARTMENT OF THE TREASURY

Date: JAN 10

HUNTER FOUNDATION INC
PO BOX 486
HUNTER, NY 12442

Employer Identification Number:
14-1798918
DLN:
17053341719072
Contact Person:
MICHAEL A LUDWIG ID# 31470
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
NOVEMBER 1998
Addendum Applies:
NO

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(VI).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

HUNTER FOUNDATION INC

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Lois G. Lerner", with a long horizontal flourish extending to the right.

Lois G. Lerner
Director, Exempt Organizations

Internal Revenue Service
Director, EO Rulings & Agreements
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Employer Identification Number:
14-1798918

Document Locator Number:
17053-341-71907-2

Toll Free Number: 877-829-5500

FAX Number: 513-263-3756

Date: December 18, 2002

HUNTER FOUNDATION INC
PO BOX 486
HUNTER, NY 12442

Acknowledgement of Your Request

We received your Form 8734, Support Schedule for Your Advance Ruling, or other information regarding your public support status. When communicating with us, please refer to the employer identification number and document locator number shown above.

Your tax exempt status under section 501(c)(3) of the Internal Revenue Code remains in effect.

What Happens Next?

The information you submitted was entered into our computer system at our processing center in Covington, Kentucky, and has been sent to our Cincinnati office for initial review. We approve some cases based on this review. If this is the case, you will receive a letter stating that you are a publicly supported organization.

If the review indicates that additional information or changes are necessary, your case will be assigned to an Exempt Organization Specialist in Cincinnati who will call or write you. We assign cases in the order we receive them.

If the additional information indicates that you meet one of the public support tests, you will receive a letter stating that you are a publicly supported organization. If the public support tests are not met, we will send you a letter re-classifying you as a private foundation. That letter will tell you why we believe you do not meet the public support tests, and will include a complete explanation of your appeal rights.

How long will this process take?

Normally, you may expect to hear from us within 120 days. If you do not, you may call our toll free number between the hours of 8 a.m. and 6:30 p.m. Eastern Time. Please have your identification numbers available so that we can identify your case. If you would rather write than call, please include a copy of this notice with your correspondence.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
E. O. BOX 2503
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 13 1998

HUNTER FOUNDATION INCORPORATED
C/O SEAN M BYRNE
PO BOX 436
HUNTER, NY 12442-0424

Employer Identification Number:
14-1798918

DLN:

318301185

Contact Person:

D. A. DOWNING

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

September 30

Foundation Status Classification:

509(a)(1)

Advance Ruling Period Begins:

November 10, 1997

Advance Ruling Period Ends:

September 30, 2002

Addendum Applies:

No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

HUNTER FOUNDATION INCORPORATED

will no longer treat you as a publicly supported organization; grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

HUNTER FOUNDATION INCORPORATED

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)



Choose Columbia

Columbia Economic Development Corporation

Greene County
Patrick S. Linger, Chair County Legislature
411 Main Street
Catskill, NY 12414

RE: 2023 EPA Brownfield Coalition Assessment Grant Application
Letter of Commitment
Affirmation of no MARC grant funding

Dear Chairperson Linger:

Columbia Economic Development Corporation, a local development corporation certified by the IRS as 501(c)(3) tax exempt. Columbia Economic Development Corporation (CEDC) is committed to be an active, non-lead coalition member to the 2023 EPA Brownfield Coalition Assessment Grant application submitted by Greene County. We are committed to the planning and collaboration that such coalitions undertake and understand the time required to implement a successful program. We acknowledge the contributions and expectations of all coalition members.

CEDC commits to partnering with members, Greene County and The Hunter Foundation on a Brownfield Coalition Program. If awarded, CEDC as a non-lead entity agrees to do the following:

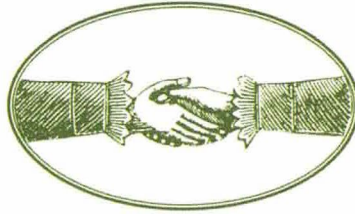
- Appoint a representative(s) to attend coalition meetings and activities, and make decisions on behalf of CEDC
- Read minutes, reports and newsletters to keep abreast of coalition decisions/activities
- Disseminate relevant information to organizational members or employees
- Keep coalition informed of our organization's related activities
- Collaborate with coalition on developing a site selection process
- Work with coalition and consultant(s) on finalize the scope of work for sites in the Columbia County geographic area

As part of our commitment to the coalition, please note CEDC is not a recipient of an open cooperative agreement for Brownfields Multipurpose, Assessment, Revolving Loan Fund, or Cleanup (MARC) Grant or a MARC Grant that closed in 2016 or later.

We look forward to working with the Coalition on this important program.

Sincerely,

David P. Fingar
Chairman



HUNTER FOUNDATION, INC.

Partners in improving our communities

Greene County Legislature
ATTN: Chairman Patrick Linger
411 Main Street
Catskill, NY 12414

Dear Mr. Linger,

Our organization, The Hunter Foundation, Inc., is committed to be an active member of the Greene-Columbia Assessment Coalition. We are committed to the vision, goals, objectives and strategies that have been and/or will be decided by the Coalition. We are committed to the planning and collaboration that such coalitions undertake and understand that it will take time. We acknowledge the contributions and expectations of the other members of the Coalition.

Benefits of membership to Greene-Columbia Assessment Coalition include access to the coalition website and its resources, educational events, connection to other members and priority populations. As general evidence of our commitment, we agree to do the following:

- Appoint a representative(s) to attend coalition meetings and activities
- Authorize that representative to make decisions on our behalf.
- Read minutes, reports and newsletters to keep abreast of coalition decisions/activities
- Disseminate relevant information to organizational members or employees through listservs, websites and newsletters
- Keep coalition informed of our organization's related activities

The Hunter Foundation, Inc.

Signature of Representative to Coalition

Sean Mahoney, Executive Director

Date 11/17/23

EXHIBIT C

PROFESSIONAL CONSULTANT SERVICES **CONTACT FORM**

FIRM NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____

EMAIL: _____

EXHIBIT D

INCORPORATION FORM

FIRM NAME: _____

FEDERAL EMPLOYER ID NO. OR SOCIAL SECURITY NO.: _____

DATE OF ORGANIZATION: _____

DATE FILED: _____

STATE FILED IN: _____

TYPE OF ENTITY:

- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED LIABILITY COMPANY (LLC)
- ☐ SOLE PROPRIETOR
- ☐ DOING BUSINESS AS (DBA)

IF PUBLICLY OWNED:

LIST PRINCIPAL STOCKHOLDERS (5% OF OUTSTANDING SHARES):

LIST OFFICERS AND DIRECTORS NAME AND TITLES:

IF A PARTNERSHIP:

LIST PARTNERS NAME(S):

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or the commission of embezzlement, theft, forgery, bribery, falsification, the destruction of records, making false statements, or receiving stolen property; and
 - c. Are not presently indicted, or otherwise criminally or civilly charged, by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. If the prospective primary participant is unable to certify to any of the statements in this certification, the participant must attach an explanation to this RFQ.

Signature of Officer

Title

Name of Firm

Date

EXHIBIT F

CERTIFICATE OF NON-COLLUSION

To: County of Greene

Date: _____

RE: ATTACHED PROPOSAL

I, _____

HEREBY CERTIFY, as follows:

1. That the attached proposal has been independently arrived without collusion with any other bidder or with any competitor or potential competitor.
2. That the proposal has not been knowingly disclosed prior to the opening of proposals to any other bidder or competitor.
3. That no attempt has been or will be made to induce any other person or firm to submit or not to submit a proposal.
4. That the statements are accurate, under penalty of perjury.
5. For Corporate Bidder: That attached hereto is a certified copy of a resolution authorizing the execution of this certificate by the undersigned of this proposal on behalf of the authorizing entity.

Signature of Officer

Title

Name of Company or Corporation

Address of Company or Corporation

This certification is made pursuant to an amendment to the State Finance Law, the General Municipal Law and the Public Authorities Law, relating to non-collusion in public bids and proposals, which became effective September 1, 1965. (Chapter 751 of the Laws of 1965).

EXHIBIT G

BIDDERS AND VENDORS ACKNOWLEDGEMENT

ALL VENDORS AND BIDDERS ACKNOWLEDGE AND AGREE TO BE BOUND BY THE GREENE COUNTY SEXUAL HARASSMENT PREVENTION POLICY (adopted 11/20/18) and THE GREENE COUNTY DISCRIMINATORY HARASSMENT PREVENTION POLICY (adopted 11/20/18)

By signing below, all bidders and/or vendors hereby acknowledge and agree that he/she/they/it have carefully reviewed Greene County's policy(ies) prohibiting sexual harassment and/or discriminatory harassment, as referenced above, and agree to be subject to and bound by all terms and conditions contained therein.

All bidders and vendors hereby agree to indemnify and hold harmless Greene County, inclusive of reasonable attorney fees, from any and all claims related to any violation(s) of the above referenced policies allegedly arising from the conduct of their/its principals, employees, agents, hires and/or assigns.

All bidders and vendors hereby acknowledge and agree that if he/she/they/it reasonably believe that he/she/they/it are subjected to harassment/discrimination in violation of either of the above referenced policy(ies), he/she/they/it shall be responsible for reporting the harassing and/or discriminatory conduct as outlined in said policies.

I HAVE CAREFULLY REVIEWED THE GREENE COUNTY SEXUAL HARASSMENT PREVENTION POLICY and THE GREENE COUNTY DISCRIMINATORY HARASSMENT PREVENTION POLICY, which I viewed, in their entirety, at www.greenegovernment.com on _____, _____, 2025.

By: _____
Bidder/Vendor

Company Name: _____

Dated: _____, _____, 2025

THIS EXECUTED ACKNOWLEDGEMENT MUST BE ATTACHED TO ANY AND ALL GREENE COUNTY BID and/or PROPOSAL SUBMISSIONS