

**AGREEMENT
BETWEEN
THE CITY OF NEW YORK
BY AND THROUGH THE
NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
THE TOWN OF MARBLETOWN**

THIS AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 202__, by and between the **CITY OF NEW YORK** (the “City”), a municipal corporation of the State of New York, acting by and through the **NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION** (“DEP”), having its principal office at 59-17 Junction Boulevard, Flushing, New York 11373, and the **TOWN OF MARBLETOWN** (the “Town”), a municipal corporation of the State of New York, having an office and place of business at 1925 Lucas Avenue, Cottekill, New York 12419 (each, a “Party” and collectively, the “Parties”).

WHEREAS, the City owns, and DEP operates and maintains the Catskill Aqueduct, which runs through the Town; and

WHEREAS, DEP has identified leaks in the Rondout Pressure Tunnel portion of the Catskill Aqueduct located within the High Falls area and has committed capital funds to address such leaks to ensure the long-term sustainability of its ability to supply water to the City and other communities through the Catskill Aqueduct; and

WHEREAS, some properties in the High Falls area are experiencing impacts suspected to be linked to leaks from the Catskill Aqueduct; and

WHEREAS, the Town deems it to be in the public interest to assist its landowners and businesses affected by leaks; and

WHEREAS, the Town is willing to accept funds from DEP to administer and implement Neighborhood Support Projects, as defined in Section 4 (b) of this Agreement, for the purposes of, and pursuant to, the terms set forth herein; and

NOW, THEREFORE, in consideration of mutual promises contained herein, the Parties agree as follows:

1. Registration Required

This Agreement shall not take effect until it is registered pursuant to Section 328 of the New York City Charter. The date of registration shall be referred to as the “Effective Date” of this Agreement.

2. Expiration, Termination and Extension of Agreement

Unless otherwise extended in a writing signed by both Parties, with the approval of the DEP Agency Chief Contracting Officer (the “ACCO”), and except for the provisions herein which expressly survive the expiration or termination of this Agreement, this Agreement shall expire on the date that is four (4) years following the Effective Date (“Expiration Date”), unless terminated sooner pursuant to the terms of this Agreement or extended in a writing signed by both Parties, with the approval of the DEP Agency Chief Contracting Officer (the “ACCO”), pursuant to Section 4-03 of the City of New York Procurement Policy Board Rules.

3. Financial Assistance Provided by DEP

- a) The City, through DEP, shall contribute funds (“DEP Funds”) to the Town pursuant to the terms of this Agreement in an amount not to exceed \$1,250,000.00 and allocated as shown in Exhibit A. The Town shall use DEP Funds in accordance with the terms and conditions set forth in this Agreement.
- b) The Town shall use DEP Funds to manage, coordinate, and administer repair or support projects conducted in accordance with Section 4 of this Agreement for property(ies) located within the designated area as shown in Exhibit B (“Neighborhood Support Project Designated Area”).
- c) The Town shall use DEP Funds solely for transactions involving DEP approved Projects and for Eligible Costs as defined in paragraph 5 herein.
- d) Notwithstanding the foregoing, DEP Funds shall not be used to compensate the Town for the same item of cost or expense funded by the City through another agreement or program.
- e) This Agreement shall not constitute an admission by the City that it has any legal obligation, in the absence of this Agreement, to pay for any costs and/or expenses incurred by the Town to conduct the Neighborhood Support Projects because of the alleged Catskill Aqueduct leaks, Catskill Aqueduct shutdown or any other reason. This Agreement shall not be construed as such an admission.

4. Town Implementation of Neighborhood Support Projects and Utilization of DEP Funds

- a) The Town shall manage, coordinate, and administer Neighborhood Support Project (defined in paragraph 4(b) of this Agreement) activities and transactions utilizing DEP Funds in accordance

with this Agreement.

- b) The Town shall use DEP Funds in accordance with the Budget, as defined and described in Section 5 of this Agreement and attached as Exhibit A, to fund the following projects (“Neighborhood Support Project(s)” or “Project(s)”):
 - i) Projects to correct impacts to drinking water influenced by leaks from the Rondout Pressure Tunnel, including but not limited to:
 - (1) the relocation or replacement of water wells;
 - (2) conducting drinking water well improvement projects, including pump and associated mechanical replacements, rehabilitation, and deepening;
 - (3) hiring a New York State licensed engineer or water treatment service to test and design a water system to treat points of entry to properties;
 - (4) hiring a professional maintenance service to periodically service qualifying water systems for continued operation;
 - (5) hiring an installation contractor to install the water system on an existing plumbing system;
 - (6) conducting tests and improvements on water systems, including point of entry water quality improvements; and/or
 - (7) supplying affected landowners and businesses with a temporary potable water supply.
 - ii) Projects to address damage to property including, but not limited to, damage to pavement, utilities, drainage systems, and settlement or shifts of structures (“Property Damage”), caused by elevated groundwater shown to be connected to leaks from the Rondout Pressure Tunnel, including:
 - (1) hiring an engineer or other qualified professional to perform design, inspection and testing services necessary to evaluate and repair Property Damage; and
 - (2) hiring a construction contractor to repair Property Damage.
- c) The Town may use DEP Funds to hire a consultant and to offset town staffing costs to administer the Project(s) (“Administrative Consultant”).
 - i) The Administrative Consultant may bill for services including, but not limited to, the evaluation and the general management of Neighborhood Support Projects, inspections and Project Participant inquiries, the processing of invoices, Neighborhood Support Project

applications, contractor/consultant insurance documents, advertising associated with the Project, Certificates of Final Completion, and other work related to the administration of this Agreement. DEP shall reimburse the Town for these services based upon the Administrative Consultant's hourly rate, billed only for time spent performing the services set forth in this Section, and reasonable costs incurred. The Town shall submit invoices detailing each task performed by the Administrative Consultant, including the corresponding time spent on each task, and any reasonable costs incurred in performing those tasks.

- d) The Town's invoices for the Administrative Consultant shall not exceed \$50,000 per year, in all years except year one (1) where Administrative Consultant fees shall not exceed \$75,000, and year four (4) where Administrative Consultant fees shall not exceed \$25,000 (as shown in schedule "A"). In addition to the foregoing, the Administrative Consultant may also be reimbursed for costs related to the designation of the Neighborhood Support Project Designated Area (*see* Exhibit B), in an amount not to exceed \$5,000.00, incurred before the Effective Date of this Agreement. The Town's invoices must comply with the documentation requirements set forth in Section 4(c) of this Agreement.
- e) The Town may use DEP Funds to reimburse an attorney ("Attorney") for legal fees incurred drafting and negotiating this agreement. DEP shall reimburse the Town for these legal services based upon a rate of \$150.00 per hour. The Town shall submit to DEP a retainer agreement with the Attorney and invoices detailing each task performed by the Attorney, including the corresponding time spent on each task. The Town's invoices for the Attorney shall not exceed a total amount of \$1,500.00.
- f) To offset costs incurred by the Town of Marbletown in the administration of the Agreement, the Town may bill for services including, but not limited to, processing checks, maintaining records on financial transactions and the balance sheet on the incoming and outgoing DEP Funds, and record keeping. DEP shall reimburse the Town for these services based upon the Town staff's hourly rate of \$ 36.86, billed only for time spent performing services reasonably related to the administration of this agreement and reasonable costs incurred. The Town shall submit invoices detailing each task performed by Town staff and any reasonable costs incurred in performing those tasks, including the corresponding time spent on each task. The Town's invoices for the Town staff shall not exceed \$10,000 per year.

- g) No more than one hundred and twenty (120) days after the Effective Date of this Agreement, or as otherwise agreed to by DEP, the Town shall advertise the availability of funding for Neighborhood Support Projects and solicit applications from landowners and businesses within the Neighborhood Support Project Designated Area who are interested in participating in Neighborhood Support Projects.
- h) Applications for funding these projects shall specify details concerning the contemplated Project (*see* Section 4(b)), provide information concerning the proposed Project contractors, consultants, phasing, expected total costs and expected phasing of the costs and expressly state that the applicant understands that Program funds will not be distributed unless and until it executes the Release in Exhibit C and provides all required insurance certificates.
- i) Submitted Applications for funding shall be prioritized based on a strategy developed jointly by the Town and DEP. The strategy may include factors such as demonstrated damage to wells and other property, and repairs providing simultaneous benefit to multiple properties.
- j) The Town shall set a final deadline for submitting applications, which shall be eight (8) months before the Expiration Date (*see* Section 2).
- k) The processing of Applications for funding received by the Town shall follow this process:
 - i) No later than thirty (30) days after receipt of an application, the Town shall submit copies of the applications to DEP for review, comment, and approval. When submitting an application to DEP, the Town shall indicate whether it recommends accepting (in whole or in part) or rejecting the application.
 - ii) DEP shall submit comments and questions to the Town within forty-five (45) days of receiving said copies of applications, and the Town shall provide its responses within thirty (30) days of receipt of such comments and questions.
 - iii) DEP shall approve or reject applications the later of either 1) within sixty (60) days of receiving copies of applications or 2) within thirty (30) days of DEP's receipt of the Town's responses to its questions and comments.
 - iv) The Town shall determine a funding cap, subject to DEP approval, for each approved Project ("Funding Cap").
 - v) The Town shall not allow a landowner or business to participate in a Neighborhood Support Project until DEP has given the Town final written approval. "Project Participant" shall be defined as a landowner or business approved to participate in a Project.

- l) The Town or each Project Participant or the Administrative Consultant shall be responsible for hiring the contractors and consultants necessary to complete a Project. Upon completion of a Project, or approved phases of the project, the Town Administrative Consultant, subject to DEP approval, shall issue a certificate certifying the Project's completion ("Certificate of Final Completion"). Such Certificates may certify completions of phases of approved Projects.
- m) If, after the Town completes the process for accepting and reviewing applications pursuant to Section 4(g) through (k), the Town or the Administrative Consultant demonstrates, in writing to DEP, that upon the allocation of funding for the approved Project, significant funds remain, the Town may request that DEP authorize the Town to allocate those remaining funds to additional Projects that fall within the scope of Section 4(b). If the DEP Project Manager issues written authorization granting such request, and the Town chooses to use such funds, the Town shall follow the process set forth in Section 4(g) through (k) above until the earlier of i) the anticipated exhaustion of the DEP Funds or ii) all affected landowners and businesses within the Neighborhood Support Project Designated Area have submitted an application. Notwithstanding the foregoing, nothing in this section shall extend the term of this Agreement.
- n) Upon issuance of a Certificate of Final Completion for a Project, or a phase of a Project as approved in a DEP application, as defined by Section 4(l), the Town shall reimburse the Project Participant using DEP Funds or upon Project Participant interim funding approval by the DEP, due to Project Participants inability to provide interim funding. Before the Town pays a Project Participant or Contractor for costs incurred for a completed Project, the Town shall obtain releases as attached as Exhibit C from the Project Participant who submitted the application described in Section 4.
- o) The City shall bear no responsibility or liability for the design, construction, or implementation of any Project.
- p) The City shall not take title to any Project, including, but not limited to, any wells or water systems. The provisions of this section shall survive the expiration or termination of this Agreement.

5. Budget and Payment of DEP Funds

- a) DEP shall reimburse the Town for Eligible Costs with DEP Funds in accordance with the budget attached hereto as Exhibit A (the "Budget"). "Eligible Costs" mean, subject to the terms and

conditions set forth herein, such actual, reasonable and necessary costs and expenses incurred by the Town and the Administrative Consultant while administering a Neighborhood Support Project, such as the Town or Administrative Consultant services, management, transaction, construction, and soft costs including, but not limited to, site visits, estimates, surveys, environmental assessments, project management, materials, and taxes.

- b) No Project will receive more DEP Funds than allowed by the Funding Cap, unless explicitly authorized in accordance with Section 5(c). Costs or expenses related to a Project that exceed the Funding Cap or are determined by DEP, in its sole discretion, not to qualify as an Eligible Cost shall not be borne by DEP.
- c) A Project Participant may submit a request to the Town to increase the Funding Cap for a previously approved Project. Such request shall demonstrate, through documentation, that additional funding is necessary to implement the Project. Within ninety (90) days of such request, the Town, subject to DEP approval, will issue a written determination to grant, in whole or in part, or deny the request.
- d) Transfer of Funds:
 - i) After the Effective Date, the Town may submit an invoice to DEP, for an initial payment in the amount of \$250,000.00 (“Initial Payment”). DEP shall make this payment within ninety (90) days of receipt of an approved invoice.
 - ii) Following the Town’s submission of acceptable itemized invoices demonstrating that it has spent or earmarked at least 50% of previously submitted DEP Funds, DEP shall make further payments, within ninety (90) days of receipt of an acceptable invoice, no more frequently than on a quarterly basis, with the total for each City fiscal year not exceeding the amount shown in Exhibit A.
- e) Deposit of Funds: The Town shall deposit all DEP Funds in an interest-bearing account, not to be commingled with any other funds, regardless of the source. Interest earned on DEP Funds may be used by the Town for a Neighborhood Support Project in accordance with this Agreement.

6. Process for Accounting

- a) Commencing with the first City fiscal quarter after the Initial Payment, the Town shall submit to DEP a quarterly written accounting with appropriate documentation that itemizes all expenses

incurred by the Town and all payments made by the Town with DEP Funds. The Town shall submit to DEP the written accounting and related documents by the thirtieth (30th) day of the month immediately following the three (3)-month period for which the accounting is submitted. Each accounting shall include a certification from a duly authorized Town official indicating that the payments made by the Town were for a completed Project (as defined in Section 4(1)), that the Project complied with the terms of this Agreement, and that the funds expended were for actual and reasonable costs related to a Project.

- b) “Reconciliation Statement” means the accounting of DEP Funds paid by the City to the Town against the amount of DEP Funds expended by the Town for a preceding quarterly period, including documentation evidencing all expenditures of DEP Funds. Commencing with the third invoice after the Initial Payment, the Town shall submit electronically a Reconciliation Statement to DEP’s Program Manager. Following the initial Reconciliation Statement, the Town, within forty-five (45) days following the close of each City fiscal quarter, shall provide DEP with Reconciliation Statements of the DEP Funds, including unspent accrued interest and earnings, paid by the City against actual Eligible Costs expended by the Town for the last quarter not covered by any prior Reconciliation Statement. The Town’s Reconciliation Statement shall include a financial statement, specifying, in detail, the total amount of unallocated DEP Funds and interest and/or earnings and interest thereon, and shall also include documentation supporting the actual Eligible Costs incurred. Such documentation is subject to review and audit by DEP. Where DEP’s review indicates that there has been an overpayment or underpayment for prior expenses, an appropriate adjustment shall be made in connection with future payment(s), or, if necessary, reimbursement of DEP by the Town shall be required.
- c) All receipts and disbursements of funds pursuant to this Agreement are subject to audit by the City, and the Town agrees to cooperate with any such audit of this Agreement.
- d) Return of Funds: DEP Funds spent on unsubstantiated, improper, or unexpended costs, including unspent interest, shall be returned to DEP within thirty (30) days of the earlier of either (i) the completion of all activities and transactions related to this Agreement, or (ii) the termination of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- e) In the event of a dispute between the Parties as to the Town’s documentation or expenditures of DEP Funds, such dispute shall be brought to the Commissioner of DEP (the “Commissioner”)

for a determination. The Commissioner shall examine the material(s) submitted by each Party and may in his or her discretion convene an informal conference with the Parties and any other designee of the Commissioner to resolve the issue by mutual consent prior to reaching a determination. The Parties and Commissioner may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material(s) from either Party or both Parties as he or she deems fit. The amount of disputed DEP Funds shall be withheld from future payments of DEP Funds to the Town until the dispute is resolved pursuant to this section.

7. Town Obligations and Administration of Contracts

The Town, in soliciting or procuring contracts in connection with this Agreement, shall comply with all public bidding and procurement requirements that are applicable to the Town under State or local law or regulations thereunder or that would be applicable to the Town under State or local law or any regulations thereunder if it were funding the Project itself. Promptly after opening any sealed bids for the award of any construction contracts, or after the selection of a consultant pursuant to a request for qualifications or proposals if necessary for the Town, the Town shall provide to DEP a list of any proposed consultants. Within three (3) business days of the Town providing such notice of proposed contract awardees, DEP shall have the opportunity to provide notice to the Town that, in DEP's opinion, the prospective consultant does not have a satisfactory record of business integrity, would otherwise be found to be a non-responsible proposer by DEP, or that DEP has reason to believe such entity would be unable to complete a Project in accordance with the requirements of this Agreement. If DEP does not provide notice of an objection to the Town within three (3) business days, DEP shall have waived its opportunity to object to award of a contract to the lowest responsive proposer, as applicable.

8. The Town's Representations and Warranties

- a) The Town represents and warrants that:
 - i) it has all requisite power and authority to execute, deliver and perform this Agreement;
 - ii) this Agreement has been duly authorized by all necessary action on its part, has been duly executed and delivered by the Town and, assuming due execution and delivery by the City and registration under Section 328 of the City Charter, constitutes the legal, valid, and binding

- agreement of the Town, enforceable in accordance with its terms; and
- iii) the execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation or default under any provision of applicable law, charter, ordinance or regulation or to the extent of its knowledge, of any material agreement, judgment, injunction order, decree or other instrument binding upon it.
- b) Acceptance by the Town of DEP Funds hereunder shall be deemed at such time to be a reaffirmation of the foregoing representations and warranties.

9. Insurance; Bonds

- a) Prior to the Effective Date of this Agreement, the Town must provide evidence that it has procured, and must maintain throughout the term of this Agreement, the insurance set forth in Exhibit D. The City and the New York City Water Board, together with their respective officials and employees, shall be named as an additional insureds (without a requirement of privity of contract) on the required commercial general liability insurance policies as set forth in Exhibit D.
- b) Before a Project Participant commences any construction or repair work for a Project, excluding such work described in Section 4(b)(i)(7), the Town shall ensure that the Project Participant submits to the Town evidence that the Project Participant's contractor or consultant (as applicable) has insurance in the types and amounts set forth in Exhibit D for all contractors and subcontractors, and require that such insurance be maintained during the entire period of their respective contracts to provide such work. The City and the New York City Water Board, together with their respective officials and employees, shall be named as additional insureds (without a requirement of privity of contract) on the required commercial general liability insurance as set forth in Exhibit D. Proof of insurance for each and every policy required hereunder, as required in Exhibit D, shall be furnished to DEP for review and approval before the relevant work is commenced.

10. Indemnification

- a) To the fullest extent permitted by law, the Town shall mutually indemnify, defend and hold the City and the New York City Water Board, together with their respective officials and employees (the "Indemnitees"), harmless against any and all claims (including, but not limited to, claims

asserted by any employee of the Town, or any of its consultants and/or contractors) and costs and expenses of whatever kind (including, but not limited to, payment or reimbursement of reasonable attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Town and/or its consultants, subconsultants, contractors and/or subcontractors in the performance of this Agreement or the Town's and/or its consultants', subconsultants', contractors', and/or subcontractors' failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section 10 by way of cross-claim, third-party claim, declaratory judgment action or otherwise. The Parties expressly agree that the indemnification obligation hereunder contemplates (i) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of law or otherwise; and (ii) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a *pro rata* basis.

- i) The Town shall include a provision in all of its contracts for any Project funded with DEP Funds requiring that its contractors shall indemnify, defend and hold the Indemnitees harmless to the same extent set forth in paragraph (a), immediately above, provided that such indemnification, defense and hold-harmless provisions may be restricted to operations and failures to comply by the respective contractor, and need not include operations and failures to comply by the Town unrelated to the contractor and by unrelated contractors.
- ii) Indemnification under this Section or any other provision of this Agreement shall operate whether or not the Town and its contractors and/or subcontractors have placed and maintained the insurance required under Section 9.
- iii) The Town waives all rights against the City and the New York City Water Board, including their officials and employees, for any damages or losses for which either is covered under any insurance required under this Agreement (whether or not such insurance is actually procured) or any other insurance applicable to the operations of a consultant or contractor of the Town.

iv) The provisions of this Section shall not be deemed to create any new right of action in favor of any third parties against the City.

v) The provisions of this section shall survive the expiration or termination of this Agreement.

11. No Discrimination

The Town and DEP agree that they have not and will not, in connection with the performance of this Agreement, engage in any unlawful discrimination based upon actual or perceived race, color, creed, religion, religious practice, political beliefs or affiliations, ancestry, national origin, sex, sexual orientation, gender, disability or other handicap, predisposing genetic characteristics, pregnancy, age, veteran or military status, marital/familial status, partnership status, arrest or conviction record, status as a victim of domestic violence, stalking or sex offenses, unemployment status, or status with regard to public assistance or any other class protected by federal, state or local law with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoffs, termination, and all other terms and conditions of employment.

12. Compliance with Law

The Town agrees that it will comply with all federal, State and local laws, rules and regulations in performing its obligations hereunder and in prosecuting and ensuring the completion of the Project.

13. Incorporation of Applicable Laws

The Parties agree that each and every provision of federal, State or local law, rule, regulation or order applicable to this Agreement, that is required to be included in this Agreement, is incorporated herein by this reference. Furthermore, it is hereby stipulated that every such provision is to be deemed inserted herein, and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith, upon the application of either Party, be amended by any such insertion so as to comply strictly with such law, rules, regulation or order and without prejudice to the rights of either Party.

14. Cooperation with Investigations

The Parties agree to cooperate fully and faithfully with any investigation, audit or inquiry relating to

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

15. Copyrights and Access to Information

The City shall have the right to use all written materials, documents, data and information that are gathered or prepared pursuant to the Agreement for any purpose deemed appropriate by the City. In furtherance thereof, the Town hereby grants to the City a royalty-free, worldwide, non-exclusive, perpetual, irrevocable license to use, execute, reproduce, make, modify, adapt, display, perform and create derivative works of, all written material, documents, data and information that are gathered or prepared pursuant to this Agreement, including, but not limited to, all designs, plans, specifications and models created hereunder.

16. Infringements

The Town shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for any damages and from the costs and expense to which the City may be subject or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Town, or any of its consultants, subconsultants, contractors, and/or subcontractors of any copyright, trademark, trade secrets or patent rights or any other property or personal right of any third party in the performance of this Agreement. Insofar as the facts or law relating to any claim would preclude the City from being completely indemnified by the Town, the City shall be partially indemnified by the Town to the fullest extent permitted by law.

17. No Claim Against Officers, Agents or Employees

No claim whatsoever shall be made by either Party against any individual officer, agent or employee of the other Party for, or on account of, anything done or omitted in connection with this Agreement.

18. Waiver

Neither Party shall be deemed to have waived the observance or performance of any term or provision of this Agreement, or any default hereunder, except pursuant to a written instrument of waiver signed by such Party. No waiver of the observance or performance of any term or provision of this Agreement, or of any default hereunder, shall be deemed to be a waiver of any subsequent failure to observe or perform this Agreement, or of any subsequent default hereunder.

19. Retention of Records

- a) The Town agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment under, or termination of, this Agreement, whichever is later. City, State and federal auditors and any other persons duly authorized by DEP or the Town shall have full access to and the right to examine any of said materials during said period, including ensuring that any funds administered under this Agreement were applied in accordance with the terms and conditions herein. The Parties shall have the right, at any time during normal business hours, to inspect, examine and/or make copies of any such books, records or other documents. The same right shall be afforded to representatives of the State Comptroller or the City Comptroller, or any other person duly authorized by DEP or the Town.
- b) All receipts, management and disbursements of funds provided by the City pursuant to this Agreement, and the records and accounts evidencing such receipts, management and disbursements, shall be subject to audit by the State Comptroller and by the City, including the City Comptroller, pursuant to the rights and powers of such officials as conferred upon them by State and City law. The Town agrees to cooperate with any such audits.
- c) The Town shall prepare and maintain its records and accounts of receipts, management and disbursements of funds under this Agreement in accordance with generally accepted government accounting standards and shall provide a summary of such records and accounts to DEP as requested.

20. Notices

Unless otherwise specified, all notices required or permitted herein shall be in writing and shall be delivered by hand, or by overnight mail or by certified mail, return receipt requested, to the Parties at the following respective addresses:

To DEP: New York City Department of Environmental Protection

71 Smith Avenue
Kingston, New York 12401
Attn: Emily Pereira, Project Manager
Phone: (845) 340-7267

With a copy to: New York City Department of Environmental Protection
59-17 Junction Boulevard, 19th Floor
Flushing, New York 11373
Attn: General Counsel
Phone: (718) 595-6555

To the Town: Rich Parete
Town Supervisor
Town of Marbletown
1925 Lucas Avenue
Cottkill, New York 12419

With a copy to: xxx

Either Party may, from time to time, change its address(es) for notices by giving notice of such change to the other Party in this Section.

21. Independent Contractor

- a) The Town and the City agree that the Town is an independent contractor and not an employee, subsidiary, affiliate, division, department, agency, office, or unit of the City. Accordingly, the Town and its employees, officials, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, assert the existence of any relationship or status on the part of the Town, with respect to the City, that differs from or is inconsistent with that of independent contractor.
- b) All persons who are employed by the Town, the Town's contractors, and Project Participant contractors (including without limitation, consultants and independent contractors) that are retained to perform services under or in connection with this Agreement are neither employees of the City, nor under contract with the City. The Town and Project Participant contractors, and not the City, is responsible for their work, direction, compensation, and personal conduct while the Town is engaged under this Agreement. Nothing in this Agreement, and no entity's or

person's performance pursuant to or in connection with this Agreement, shall create any relationship between the City and Project Participant contractors, the Town's employees, agents, contractors, or contractor's employees or agents (including without limitation, a contractual relationship, employer-employee relationship, or quasi-employer/quasi-employee relationship) or impose any liability or duty on the City: (i) for or on account of the acts, omissions, liabilities, rights or obligations of the Project Participant contractors, the Town, its employees or agents, its contractors, or its contractor's employees or agents (including without limitation, obligations set forth in any collective bargaining agreement); or (ii) for taxes of any nature; or (iii) for any right or benefit applicable to an official or employee of the City or to any officer, official, agent, or employee of the Town or any other entity (including without limitation, Workers' Compensation coverage, Employers' Liability coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage, employee health and welfare benefits or employee retirement benefits, membership or credit). The Town and its employees, officers, and agents, as well as Project Participant contractors, shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, (i) hold themselves out as, or claim to be, officials or employees of the City, including any department, agency, office, or unit of the City, or (ii) make or support in any way on behalf of or for the benefit of the Town, its employees, officers, or agents any demand, application, or claim upon or against the City for any right or benefit applicable to an official or employee of the City or to any officer, official, agent, or employee of the Town or any other entity. Except as specifically stated in this Agreement, nothing in the Agreement and no performance pursuant to or in connection with the Agreement shall impose any liability or duty on the City to any person or entity whatsoever.

22. Default

- a) If the Town defaults in the observance or performance of any material term of this Agreement, and such default continues for more than fifteen (15) calendar days after written notice of such default is received by the Town from DEP, DEP may, in addition to any other rights or remedies available at law or in equity, suspend its performance or terminate this Agreement by written notice of suspension or termination to the Town, specifying a date of suspension or termination which shall not be less than five (5) business days from the date such notice is sent. However, if such default cannot reasonably be cured within fifteen (15) calendar days, the Agreement may

not be terminated pursuant to this Section 22 if: (i) the Town commences appropriate actions to cure the default prior to the end of the fifteen (15) day period, (ii) such actions have been approved in writing by DEP, and (iii) the Town thereafter diligently prosecutes the actions necessary to cure the default to the complete satisfaction of DEP.

- b) In addition to any other right or remedy available to DEP at law or in equity, if the Town defaults in the observance or performance of any material term of this Agreement and such default continues for more than fifteen (15) calendar days after written notice of such default is received by the Town from DEP, DEP may withhold future payments to the Town. However, if such default cannot reasonably be cured within fifteen (15) calendar days, the Agreement may not be terminated if: (i) the Town commences appropriate actions to cure the default prior to the end of the fifteen (15) day period, (ii) such actions have been approved in writing by DEP, such approval not to be delayed, and (iii) the Town thereafter diligently prosecutes the actions necessary to cure the default to the complete satisfaction of DEP.

23. Force Majeure

In the event the City or the Town cannot comply with the terms and conditions of this Agreement because climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God; acts of war or of the public enemy or terrorist acts; disruption, outage or power failure caused by a utility's inability to provide service, pandemics, epidemics, outbreaks of infectious disease or any other public health emergency; other states of emergency declared by the City, State or Federal government, quarantine restrictions, and freight embargoes; including the City's or Town's reasonable responses to any of the above or other condition as to which conduct the City or the Town (as the case may be) was not the proximate cause, the City's or the Town's performance under this Agreement may be excused or delayed provided that, within ten (10) days of obtaining knowledge of the effect of such condition, the City notifies the Town, or the Town notifies the City (as the case may be), in writing, identifying the condition and estimating its effect on compliance with the terms and conditions of this Agreement and requests an appropriate extension of the relevant terms and conditions of this Agreement. The City or the Town, as applicable, shall make its best efforts to provide for alternate arrangements to fulfill the terms and conditions of this Agreement.

24. Amendments

This Agreement may not be modified or amended except by an instrument in writing signed by both of the Parties and registered pursuant to Section 328 of the New York City Charter.

25. No Third-Party Beneficiaries

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

26. Assignment

This Agreement may not be assigned, in whole or in part, except pursuant to a written instrument signed by both of the Parties.

27. Cooperation; Obligation to Provide Documents

Both Parties acknowledge and agree that during the term of this Agreement each shall cooperate with the other and provide each other promptly with all documentation, reports, and information that may be necessary to carry out their respective obligations under this Agreement.

28. Headings

The headings herein are for reference purposes only.

29. Severability; Entire Agreement

- a) If any provision of this Agreement or its application is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.
- b) This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter, whether written or oral.

30. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Agency Chief Contracting Officer of the New York City Department of Environmental Protection on behalf of the City, and the Town Supervisor on behalf of the Town of Marbletown, have executed this Agreement in quadruplicate, one part to be filed with the Comptroller of the City of New York, one part to be retained by the Department of Environmental Protection and two parts to be delivered to the Town of Marbletown.

TOWN OF MARBLETOWN

By: _____
Rich Parete
Town Supervisor

Date: _____

THE CITY OF NEW YORK, acting by and through
the New York City Department of Environmental Protection

By: _____
Joseph Vaicels
Acting Agency Chief Contracting Officer

Date: _____

Approval as to Form and Certification as to Legal Authority:

Acting Corporation Counsel of the City of New York

Dated: _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK :
COUNTY OF QUEENS : ss.

On this _____ day of _____, 20__, before me personally came _____ to me known, who being by me duly sworn did depose and say that she is an Assistant Commissioner of the Department of Environmental Protection of the City of New York, the individual described herein and who executed the foregoing instrument, and that she signed her name thereto as authorized by said municipal corporation.

Notary Public

STATE OF NEW YORK :
COUNTY OF _____: ss.

On this _____ day of _____, 20__ , before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of the _____, the corporation or partnership described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by the authority of said corporation or partnership.

Notary Public

Exhibit A

Total Funding to be allocated as follows, subject to the Reconciliation Process set forth in Section 6(b):

New York City Fiscal Year*	<u>Budget Amount</u>
FY23	Attorney and Consultant Review \$6,500.00
FY24 (7/1/23-6/30/24)	Not to exceed \$500,000
FY25	Not to exceed \$250,000
FY26	Not to exceed \$250,000
FY27	Not to exceed \$250,000
* The New York City Fiscal Year runs from July 1 to June 30	

The portion of the Total Funding that is allocated to Section 4(d) items is as follows:

New York City Fiscal Year*	<u>Budget Portion Amount</u>
FY24 (7/1/2023 – 6/30/2024)	Not to exceed \$75,000
FY25	Not to exceed \$50,000
FY26	Not to exceed \$50,000
FY27	Not to exceed \$25,000
* The New York City Fiscal Year runs from July 1 to June 30	

End of Exhibit A.

Exhibit B

Designated Area for Neighborhood Support Project

Exhibit C

Form Release

General Release for Landowners

WHEREAS, _____ is/are the owner(s) of real property located at _____, Ulster County, New York, as more specifically described in a deed recorded at the Ulster County Clerk's Office at Liber _____ and page ___, (the "Landowner(s)"); and

WHEREAS, the City of New York ("City") owns, and by and through the Department of Environmental Protection ("DEP"), operates the Catskill Aqueduct, which runs through the Town of Marbletown ("Town"); and

WHEREAS, DEP has identified leaks in the Rondout Pressure Tunnel portion of the Catskill Aqueduct located within the High Falls area and has committed capital funds to address such leaks to ensure the long-term sustainability of its ability to supply water to the City and other communities through the Catskill Aqueduct; and

WHEREAS, some properties in the High Falls area are experiencing impacts suspected to be linked to leaks from the Catskill Aqueduct; and

WHEREAS, the Town deems it to be in the public interest to assist its landowners and businesses affected by leaks; and

WHEREAS, the City, by and through DEP, provided money to the Town ("DEP Funds") that are to be used to provide assistance to its landowners and businesses for "Neighborhood Support Projects" or "Projects", which are repair or support projects on property or for individuals located within a designated area subject to the terms of the Agreement between the City of New York by and through the New York City Department of Environmental Protection and the Town of Marbletown dated _____ (the "Agreement"); and

WHEREAS, the Town has informed Landowner(s) that the [*describe specific project*] ("Project") is eligible for DEP Funds in accordance with the Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Landowner(s) hereto agree as follows:

1. The Landowner(s), being over the age of eighteen years (the "Releasor(s)"), does hereby release and forever discharge the City of New York (including all boards, agencies, departments, and bureaus thereof) and the New York City Water Board, and all of their respective past and present officers, directors, managers, administrators, employees, agents, assignees, lessees, and representatives (the "Releasees"), from any and all claims, causes of action, petitions, suits, debts, sums of money, accounts, controversies, transactions, occurrences, agreements, promises, damages, judgments, executions, and demands whatsoever, known or unknown, which Releasor(s) had, now has or hereafter can, shall, or may have against the Releasees for, upon or by reason of any matter, cause or thing whatsoever that occurred related to the operation of the Catskill Aqueduct, whether directly or indirectly, from the beginning of time through the date of this Release. This Release and settlement constitute complete payment and satisfaction of any alleged damage incurred to the Landowner(s)' person or property from the operation of the Catskill Aqueduct, including all claims for costs, expenses, attorney's fees and disbursements.
2. This Release cannot be changed orally.
3. By signing this Release, the Releasor(s) acknowledge(s) that they have read it, had the opportunity to consult with an attorney concerning all aspects of it, fully understand it, and agree to be bound by each and every part of it.

Landowner 1:

In witness whereof, I have executed this Release on this ____ day of ____, 20__.

_____, Landowner
(Signature)

County of Ulster)

) ss.:

State of New York)

On _____, 20__, before me personally came _____, to me known, and known to me to be the individual described in, and who executed the foregoing General Release, and duly acknowledged to me that (s)he executed the same.

Notary Public

Landowner 2 (if applicable)

In witness whereof, I have executed this Release on this ____ day of _____, 20__.

_____, Landowner
(Signature)

County of Ulster)

) ss.:

State of New York)

On _____, 20__, before me personally came _____, to
me known, and known to me to be the individual described in, and who executed the foregoing
General Release, and duly acknowledged to me that (s)he executed the same.

Notary Public

Exhibit D

Insurance Requirements (Rider)

Section 1: Agreement to Insure

The Town and Project Participant contractors and consultants shall maintain the following types of insurance if and as indicated in Schedule A of this Rider (with the minimum limits and special conditions specified in Schedule A) throughout the term of this Agreement. All insurance shall meet the requirements set forth in this Rider. Wherever this Rider requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Town can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

Section 2: Workers’ Compensation, Disability Benefits, and Employers’ Liability Insurance

A. The Town and Project Participant contractors and consultants shall maintain workers’ compensation insurance, employers’ liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or in regard to, all employees providing services under this Agreement.

B. Within 10 days of the Effective Date or as otherwise specified by DEP, and as required by N.Y. Workers’ Compensation Law §§ 57 and 220(8), the Town and/or Project Participant contractors and consultants shall submit proof of their workers’ compensation insurance and disability benefits insurance (or proof of a legal exemption) to the Department in a form acceptable to the New York State Workers’ Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

1. Form C-105.2, *Certificate of Workers’ Compensation Insurance*;
2. Form U-26.3, *State Insurance Fund Certificate of Workers’ Compensation Insurance*;
3. Form SI-12, *Certificate of Workers’ Compensation Self-Insurance*;
4. Form GSI-105.2, *Certificate of Participation in Worker’s Compensation Group Self-Insurance*;
5. Form DB-120.1, *Certificate of Disability Benefits Insurance*;
6. Form DB-155, *Certificate of Disability Benefits Self-Insurance*;
7. Form CE-200 – *Affidavit of Exemption*;
8. Other forms approved by the New York State Workers’ Compensation Board;
or
9. Other proof of insurance in a form acceptable to the City.

Section 3: Other Insurance

A. *Commercial General Liability Insurance.* The Town and Project Participant contractors and consultants shall maintain commercial general liability insurance in the amounts specified in Schedule A of this Rider covering operations under this Agreement. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and “occurrence” based rather than “claims-made.” Such coverage shall list the City and the New York City Water Board, together with their officials and employees, and any other entity that may be listed on Schedule A of this Rider as additional insureds (without a requirement of privity of contract) with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26, and ISO Form CG 20 37.

B. *Commercial Automobile Liability Insurance.* The Town and Project Participant contractors and consultants shall maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

C. *Professional Liability Insurance.*

1. The Town and Project Participant contractors and consultants shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Agreement. The policy or policies shall cover the liability assumed by the Town and by Project Participant contractors and consultants under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Town, the Project Participant contractors and consultants or anyone employed by either.
2. All subcontractors of the Town or Project Participant contractors and consultants providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in Schedule A of this Rider. At the time of the request for Project Participant contractor and consultant approval, the Town shall provide to DEP, evidence of such professional liability insurance on a form acceptable to DEP.
3. Claims-made policies will be accepted for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, the Town and/or Project Participant contractors and consultants shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

D. *Other Insurance.* The Town and Project Participant contractors and consultants shall provide such other types of insurance in the amounts specified in Schedule A of this Rider.

Section 4: General Requirements for Insurance Coverage and Policies

A. Unless otherwise stated, all insurance required by this Rider must:

1. be provided by companies that may lawfully issue such policies;
2. have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department; and
3. be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance) and any other entity listed as an additional insured in Schedule A of this Rider.

B. The Town and Project Participant contractors and consultants shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

C. There shall be no self-insurance program, including a self-insurance retention, exceeding \$10,000.00, with regard to any insurance required under Section 3 of this Rider, unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City and any other additional insured(s) listed on Schedule A of this Rider with all rights that would be provided by traditional insurance required under this Rider, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

D. The limits of coverage for all types of insurance for the City, including its officials and employees, and any other additional insured(s) listed on Schedule A of this Rider that must be provided to such additional insured(s) shall be the greater of (i) the minimum limits set forth in Schedule A of this Rider or (ii) the limits provided to the Town and Project Participant contractors and consultants as named insured under all primary, excess, and umbrella policies of that type of coverage.

Section 5: Proof of Insurance

A. For each policy required under this Rider, the Town and Project Participant contractors and consultants shall file proof of insurance and, where applicable, proof that the City and the New York City Water Board, including their officials and employees, are additional insureds, with DEP within ten days of the Effective Date. The following proof is acceptable:

1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in Schedule A of this Rider) and any endorsements by which the City and the New York City Water Board, including their officials and employees, have been made additional insureds; or
2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

B. Proof of insurance confirming renewals of insurance required under Section 3 of this Rider must be submitted to DEP prior to the expiration date of the coverage. Such proof must meet the requirements of Section 5(A) of this Rider.

C. The Town and Project Participant contractors and consultants shall provide the City with a copy of any policy required under this Rider upon the demand for such policy by the Commissioner or the New York City Law Department.

D. Acceptance by the Commissioner of a certificate or a policy does not excuse the Town and Project Participant contractors and consultants from maintaining policies consistent with all provisions of this Rider (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

E. If the Town and/or Project Participant contractors and consultants receive notice, from an insurance company or other person, that any insurance policy required under this Rider has expired or been cancelled or terminated for any reason, the Town shall immediately forward a copy of such notice to both the address referred to in Schedule A and to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 6: Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by this Rider, the Town and/or Project Participant contractors and consultants shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Town may not be covered under such policy if this Contract requires that the City and the New York City Water Board be additional insureds (for example, where one of Town's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York and the New York City Water Board, including their officials and employees, as additional insureds" (such notice shall also include the name of any other entity listed as an additional insured on Schedule A) and contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Town shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Town fails to comply with the requirements of this section, the Town shall indemnify the City

and the New York City Water Board, together with their officials and employees, and any other entity listed as an additional insured on Schedule A for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City and the New York City Water Board, together with their officials and employees, and any other entity listed as an additional insured on Schedule A.

B. The failure of the Town and/or of Project Participant contractors and consultants to maintain any of the insurance required by this Rider shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Rider shall not relieve the Town and/or Project Participant contractors and consultants of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or law.

D. With respect to insurance required by Section 3 and Schedule A of this Rider (but not including professional liability/errors and omissions insurance), the Town waives all rights against the City and the New York City Water Board, including their officials and employees, and any other entity listed as an additional insured on Schedule A for any damages or losses that are covered under any insurance required under this Rider (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Town and/or its subcontractors in the performance of this Contract.

If the Town or Project Participant contractors and consultants use any subcontractors who will make or participate in any delivery under this Agreement, the Town or Project Participant contractors and consultants shall require that those subcontractors obtain insurance meeting the requirements of this Rider. In the event the Town or Project Participant contractors and consultants require any subcontractor to maintain insurance with regard to any operations under this Contract and require such subcontractor to list the Town or Project Participant contractors and consultants as an additional insured under such insurance, the Town or Project Participant contractors and consultants shall ensure that such entity(ies) also list the City and the New York City Water Board, including their officials and employees, and any other entity listed as an additional insured on Schedule A of this Rider, as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

SCHEDULE A

Types of Insurance (per Rider in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Workers' Compensation § 2</p> <p>■ Disability Benefits Insurance § 2</p> <p>■ Employers' Liability § 2</p>	<p>Statutory amounts.</p>
<p>■ Commercial General Liability § 3(A)</p>	<p><u>\$1,000,000.00</u> per occurrence</p> <p><u>\$1,000,000.00</u> personal & advertising injury (unless waived in writing by the Department)</p> <p><u>\$2,000,000.00</u> aggregate</p> <p><u>\$0</u> products/completed operations</p> <p>Additional Insureds:</p> <p>1. City and the New York City Water Board, including each of their officials and employees.</p>
<p>■ Commercial Auto Liability § 3(B)</p>	<p><u>\$1,000,000.00</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p>
<p>■ Professional Liability/Errors & Omissions § 3(C)</p>	<p><u>\$1,000,000.00</u> per claim</p>
Notice	
<p>Department's Mailing Address and Email Address for Notices</p>	<p>DEP Office of the ACCO ATTN: Contract Management Unit (Insurance)</p>

	<p>59-17 Junction Blvd., 17th Floor Flushing, New York 11373</p> <p>A copy of each insurance certificate shall also be sent to:</p> <p>DEP Bureau of Water Supply ATTN: Emily Pereira 71 Smith Avenue Kingston, New York 12401</p>
Town's Mailing Address and Email Address for Notices	<p>Rich Parete Town Supervisor Town of Marbletown 1925 Lucas Avenue Cottkill, New York 12419 Email: supervisor@marbletown.net</p> <p>A copy of each insurance certificate shall also be sent to:</p> <p>Rich Parete Town Supervisor Town of Marbletown 1925 Lucas Avenue Cottkill, New York 12419 Email: supervisor@marbletown.net</p>

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance (certificate number _____) is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

State of)

) ss.:

County of)

Sworn to before me this _____ day of _____ 20__

NOTARY PUBLIC FOR THE STATE OF _____