

**INCORPORATED VILLAGE OF BAYVILLE
BOARD OF TRUSTEES
REGULAR MEETING
SEPTEMBER 28, 2026**

- ≈ Pledge of Allegiance
- ≈ Warrants and Claims
- ≈ Prior Meeting Minutes
- ≈ Sourcepass
- ≈ Bayville Elementary Parent's Council
- ≈ Cybersecurity Agreements
- ≈ LVHS Homecoming Parade
- ≈ GoGov
- ≈ Paving Estimate
- ≈ Backhoe

REGULAR MEETING
AUGUST 24, 2026

SITE PLAN HEARING
16 LUDLAM AVENUE

2026-143 Board closes hearing at 7:03PM

2026-144 Board approves site plan application with conditions

2026-145 Board approves Warrants and Claims

2026-146 Board accepts the prior meeting minutes

2026-147 Board authorizes the Mayor to sign the IMA with Town of Oyster Bay for Dog Warden Services from January 1, 2026 through December 31, 2027

2026-148 Board approves the purchase of a new truck for the Water Dept.

2026-149 Board appoints Catherine Rapelje, John Taylor and Paul Rupp to the Board of Ethics

2026-150 Board authorizes participating in the L.I. Water Conference Intermunicipal Purchasing Agreement

2026-151 Board accepts proposal from Denis O'Regan Electric Inc. for streetlight maintenance from October 1, 2026 – September 30, 2027

2026-152 Board approves the estimate nunc pro tunc from Tony & Nick Masonry & Landscaping for repairs to the stoop at Bayville Commons

2026-153 Board approves the proposal from GPRS, LLC, to provide leak detection services for the water distribution system

2026-154 SEQRA resolution for purchase of computer equipment for Bayville Free Library

2026-155 Board approves nunc pro tunc invoice from North Shore Tree for tree removal on West Harbor Drive

2026-156 Board approves the IMA with Nassau County to authorize the installation of a radio service station on the Bayville Water Tower for the purpose of providing radio coverage for emergency response.

2026-157 Board adjourns the Regular Meeting and convenes into Executive Session at 7:25PM

2026-158 Board closes Executive Session and re-opens the Regular Meeting at 8:23PM

2026-159 Board closes Regular Meeting at 8:24PM

SPECIAL MEETING
SEPTEMBER 8, 2026

2026-160 Board approves estimate from John McGowan & Sons, Inc. for paving Mountain Avenue and various locations listed in estimate for a total cost of \$160,330.00

2026-161 Board accepts proposal from H2M for professional services relating to resurfacing of Mountain Avenue and construction of accessible ramp at the corner of Godfrey Avenue and School Street

2026-162 Board hires Joe Noto as part-time MEO

2026-163 Board closes Special Meeting and convenes into Executive Session at 5:43PM

2026-164 Board closes Executive Session and re-opens the Special Meeting at 6:44PM

2026-165 Board terminates Giuseppe Sicuranza as Village Superintendent of Public Works

2026-166 Board closes Special Meeting at 7:03PM



SALES ORDER

Village of Bayville

1 YR HP Renewal (2M253602TJ) - Village of
Bayville - Expires 10/20/2026

Lisa Guerin
lguerin@sourcepass.com
877-678-8080

Quote # 065426
Version #1
08/26/2026



**SOC 2
TYPE II
CERTIFIED**



SOURCEPASS
515 Broadhollow Road
Melville, NY 11747

1 YR HP Renewal (2M253602TJ) - Village of Bayville - Expires
10/20/2026



Service Scope

Scope:

Name: VOB-DC
Type: Total - Server Spare Parts List
Serial No. 2M253602TJ
Expires: 10/20/2026

Warranty Explanation

- Extending the warranty on your equipment allows you to have a predictable hardware repair costs. This warranty includes hardware and support from the manufacture with guaranteed SLA's. Without a valid warranty, all vendor support is best effort and can take several days to repair your hardware which means you are down until repairs are completed.
- Extended warranties are more than just hardware support. The warranty entitles your hardware to Firmware, Drivers and BIOS updates that are required through the life of your hardware. These updates include bug fixes and security patching, generally released on a monthly basis.
- Please be aware if approval is given to Sourcepass after your warranty has expired there will be up to a 15% reinstatement fee that is incurred from the vendor.
- Having your equipment under valid support is a requirement for that device to be managed under Sourcepass Service Agreements.

Warranty - One-time

Product Details	Quantity	Price	Extended Price
HPE Foundation Care 24x7 Service Post Warranty- ML350 G9	1	\$1,791.00	\$1,791.00
HPE Foundation Care 24x7 Service Post Warranty - Extended service agreement - parts and labor - 1 year - on-site - 24x7 - response time: 4 h			
Subtotal:			\$1,791.00



1 YR HP Renewal (2M253602TJ) - Village of Bayville - Expires
10/20/2026



1 YR HP Renewal (2M253602TJ) - Village of Bayville - Expires 10/20/2026



Prepared by:

Sourcepass, LLC

Lisa Guerin

877-678-8080

Fax 631-368-1164

lguerin@sourcepass.com

Prepared for:

Village of Bayville

34 School Street

Bayville, NY 11709

Maria Alfano-Hardy

(516) 628-1439

malfanohardy@bayvilleny.gov

Quote Information:

Quote #: 065426

Version: 1

Delivery Date: 08/26/2026

Expiration Date: 09/25/2026

Quote Summary	Amount
Warranty - One-time	\$1,791.00
Total:	\$1,791.00



1 YR HP Renewal (2M253602TJ) - Village of Bayville - Expires
10/20/2026



**SOC 2
TYPE II
CERTIFIED**



Validity and Authorized Signatures

This Sales Order remains valid for execution by Client until the Sales Order expiration date as detailed above. Upon full execution by the Parties, this Sales Order constitutes the valid and binding agreement between Sourcepass and the Client identified above to purchase and use the Sourcepass products and services specified in this Sales Order. This Sales Order, together with any terms or conditions set forth in any applicable amendment, addendum, exhibit or schedule to this Sales Order, is subject to and governed by the Terms of Service Agreement set forth at [HTTPS://SOURCEPASS.COM/LEGAL/SOURCEPASS-MASTER-SERVICE-AGREEMENT/](https://sourcepass.com/legal/sourcepass-master-service-agreement/) (the "Service Terms"). Any capitalized terms not otherwise defined in this Sales Order shall have the meaning ascribed to such terms in the Service Terms.

The person whose signature appears below warrants that they are authorized to sign this Sales Order and to acknowledge and accept the Service Terms.

PRICES DO NOT INCLUDE APPLICABLE TAXES, FEES AND SHIPPING AND HANDLING CHARGES.

Sourcepass, LLC

Village of Bayville

Signature: 
Name: Lisa Guerin
Title: Strategic Advisor / GOV
Date: 08/26/2026

Signature: _____
Name: Maria Alfano-Hardy
Date: _____



2006 SEP 14 A 8 45

1. Review the INCORPORATED VILLAGE OF BAYVILLE'S Guidelines and Rules for Use of Village Facilities.
2. Review the Insurance Requirements for using Village Facilities, and forward to your insurance broker/carrier for issuance of required certificates. NOTE: The Board reserves the right to require alternative liability limits when applicable.
3. Complete Application – do not leave any blanks.
4. Village reserves the right to preempt the use of the property at any time in the event the property is needed for municipal purposes.
5. The Village reserves the right to reject an application or to rescind a permit if in the opinion of the Village such action is necessary to preserve the condition of Village property or public safety is at risk.
6. **Any vendors hired must comply with the insurance requirements of the Village for Independent Contractors/Vendors of residents/groups that are using Village facilities.**
7. Return application to the office in Village Hall. **Permit for event will be issued upon approval.**

Will outside vendors be hired? If yes – outside vendors to be licensed through the Village of Bayville.

Yes

[illegible]

**STRENGTHENING ESSENTIAL CYBERSECURITY FOR UTILITIES AND
RESILIENCY ENHANCEMENT GRANT PROGRAM**

Village of Bayville

and

**NEW YORK STATE
ENVIRONMENTAL FACILITIES CORPORATION**

GRANT AGREEMENT

(SECURE GRANT PROGRAM – ASSESSMENT GRANT)

PROJECT NO.: SECURE10

Dated as of October 1, 2026

This GRANT AGREEMENT, dated as of the date set forth on the cover page, is between the Recipient identified on the cover page hereof and the Corporation.

WITNESSETH:

WHEREAS, the Corporation is empowered to provide financial assistance to eligible recipients to assess and remediate cybersecurity vulnerabilities in their information technology and operational systems; and

WHEREAS, the Corporation has determined that it is desirable and necessary to establish the Strengthening Essential Cybersecurity for Utilities and Resiliency Enhancement (“SECURE”) grant program in order to provide financial assistance for cybersecurity assessments and for the implementation of eligible cybersecurity measures designed to remediate, mitigate, or otherwise address cybersecurity risks or vulnerabilities; and

WHEREAS, the Recipient has submitted an application for financial assistance from the Corporation for the purpose of funding the Project, and the Project has been deemed by the Corporation, the Project has been determined to be eligible for assistance under the Program, and the Corporation has reviewed and approved the funding of the Project; and

WHEREAS, the Recipient will finance, procure and provide the services necessary to complete certain SECURE eligible projects described herein; and

WHEREAS, on the basis of the Recipient’s application and the representations, warranties and covenants set forth in this Grant Agreement, the Corporation proposes to make funding available for the benefit of the Recipient in accordance with Article III of this Grant Agreement, to fund costs incurred for the benefit of the Recipient in connection with the Project, and the Recipient desires to receive such funding upon the terms and conditions set forth in this Grant Agreement.

NOW THEREFORE, in consideration of the premises and the representations, covenants and agreements herein set forth, the Recipient and the Corporation, each binding itself, its successors and assigns, promise, covenant and agree as follows:

**ARTICLE I
GENERAL PROVISIONS**

Section 1.01 Definitions.

Unless stated otherwise, each capitalized term used in this Grant Agreement has the meaning specified for it in **EXHIBIT B**.

Section 1.02 Effective Date and Term.

(a) This Grant Agreement is effective and enforceable as of the date on the cover page following its execution by the Recipient and the Corporation.

(b) This Grant Agreement shall remain in full force and effect for a period of five (5) years commencing upon the date set forth on the cover of this Grant Agreement, unless the Corporation agrees in writing to extend the term of this Grant Agreement.

(c) Article IV and Article V shall survive any termination of the Grant Agreement.

(d) Failure of the Recipient to complete the Project within five (5) years commencing upon the date set forth on the cover of this Grant Agreement may result in the Recipient’s forfeiture of undisbursed

Grant proceeds.

Section 1.03 Approvals and Consents.

All approvals, consents, determinations and acceptances required to be given or made by any person or party hereunder shall be at the sole discretion of the person or party whose approval, consent, determination or acceptance is required.

Section 1.04 Interpretation.

The captions, headings and table of contents are solely for convenience of reference and shall not constitute part of this Grant Agreement. They do not affect its meaning, construction or effect. The parties acknowledge and agree that this Grant Agreement shall not be construed more favorably in favor of any party hereto based upon which party drafted the same.

Section 1.05 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Grant Agreement, including any amendments and supplements hereto, are hereby incorporated in and made a part of this Grant Agreement.

Section 1.06 Amendments and Waiver.

(a) Any provision of this Grant Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Recipient and the Corporation.

(b) No delay or failure on the part of the Corporation, in the exercise of any power or right under this Grant Agreement shall operate as a waiver thereof or as an acquiescence in any default or breach of this Grant Agreement, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Corporation are cumulative to, and not exclusive of, any rights or remedies which the Corporation would otherwise have.

Section 1.07 Assignment.

The rights of the Corporation to enforce the duties, covenants, obligations and agreements of the Recipient set forth in this Grant Agreement may at any time, in whole or in part, be assigned and pledged by the Corporation. Thereafter, such duties, covenants, obligations and agreements assigned and pledged shall be for the benefit of and enforceable by the Corporation and such assignee. The Recipient may not transfer or assign this Grant Agreement without the prior written consent of the Corporation. Any purported transfer in violation of this Section 1.07 shall be null and void. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.08 Applicable Law; Venue.

This Grant Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any court of competent jurisdiction sitting in Albany County, in any action or proceeding arising out of or relating to this Grant Agreement and each party hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. The Recipient hereby irrevocably and unconditionally waives, to the fullest

extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Grant Agreement, in any court referred to herein, and, if applicable, agrees not to assert the defense of sovereign immunity in any such proceedings. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 1.09 No Warranty Regarding Condition, Suitability or Cost of Project.

The Corporation makes no warranty, express or implied, as to the Project or its condition or that it will be suitable for the Recipient's purposes or needs, or that the proceeds of the Grant will be sufficient to pay the costs of the Project. Review or approval of an Assessment Report, implementation documentation, Project plans, specifications, or other Project documents by the Corporation, does not relieve the Recipient of its responsibility to plan the Project properly or complete the Project. The Recipient acknowledges and agrees that the Corporation or their agents or representatives are not responsible for increased costs resulting from defects in the reports, plans, specifications, or other Project documents. Nothing in this section prohibits a Recipient from requiring assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

Section 1.10 Notices.

All notices or other communications under this Grant Agreement must be sufficiently given, and will be deemed given, when delivered in writing to the address of the identified party or parties set forth on the signature page of this Grant Agreement, or to such other address as the appropriate party may hereafter designate by notice in writing given to the others.

Section 1.11 Severability.

If any provision of this Grant Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 1.12 Execution in Counterparts: .pdf Signatures.

This Grant Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") e-mail attachment shall constitute effective execution of this Grant Agreement, and .pdf copies of this Grant Agreement shall have the same force and effect as an original.

Section 1.13 Grant Agreement Supersedes Prior Agreements.

This Grant Agreement supersedes any other prior or contemporaneous agreements or understandings, written or oral, between the parties relating to the funding of the Project. This Grant Agreement hereby supersedes any prior agreement between the Recipient and the Corporation with respect to Project Number SECURE10, if any, and any prior agreement between the Recipient and the Corporation with respect to Project Number SECURE10, if any, is hereby terminated, including any obligation of the Corporation to fund the Project or provide grant funds pursuant to the terms of the prior agreement; provided that the Corporation shall be permitted to exercise any remedies available to the Corporation with respect to returning grant proceeds disbursed under the prior agreement.

Section 1.14 No Obligation of State.

Nothing in this Grant Agreement shall constitute a commitment of the State to appropriate or reappropriate any federal or State funds.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

As of the date set forth on the cover page of this Grant Agreement, the Recipient provides the representations and warranties set forth below. The Recipient shall notify the Corporation of any material changes in the status of these representations and/or warranties during the term of this Grant Agreement. In addition, the Recipient acknowledges that it shall be required to provide such representations and warranties again at the time of submission of each request for disbursement.

Section 2.01 Legal Authority/Capacity/Binding Obligation.

The Recipient is an entity duly organized and existing under the laws of the State and has full legal right, power and authority to conduct its business and own its properties, and enter into this Grant Agreement and comply with its terms. The Resolution has been duly adopted by the Recipient and remains in full force and effect; and any and all consents, authorizations and approvals of any third party required with respect thereto have been obtained. The Recipient certifies that it has the legal, institutional, managerial, contractual and financial capability to ensure adequate completion of the Project.

Section 2.02 No Action.

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Recipient, nor is there any basis therefor (i) affecting the creation, organization or existence of the Recipient or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution of this Grant Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Grant Agreement or the Resolution, or the execution of this Grant Agreement, or any agreement or instrument relating thereto, (iv) affecting the ability of the Recipient to fulfill the terms and conditions of this Grant Agreement, (v) that would impair or delay the Project, or (vi) that would have a Material Adverse Effect.

Section 2.03 No Default.

The Recipient is not in default under (i) any loan agreement, note, bond, mortgage, or other instrument evidencing or securing indebtedness; (ii) any agreement that would impair or delay the Project; or (iii) any agreement that would have a Material Adverse Effect. The Recipient is not, in any respect material to the transactions contemplated by this Grant Agreement, in breach of or in default under any applicable law or federal or State regulation or any applicable judgment or decree or any other agreement or instrument to which the Recipient is a party or by which it or any of its properties are bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default. The execution and delivery of this Grant Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or federal or State regulation or any applicable judgment or decree or any agreement or other instrument to which the Recipient is a party or by which it or any of its property is bound.

Section 2.04 Project Approvals.

The Recipient has obtained all necessary approvals from any and all governmental agencies requisite to the completion of the Project and is in compliance with all federal, State and local laws, ordinances and regulations applicable thereto.

Section 2.05 Funds Available.

Recipient has funds available or will have funds available upon the consummation of the transactions contemplated hereby sufficient to pay all costs of the Project.

Section 2.06 Description of the Project.

The description of the Project as set forth in **EXHIBIT A** is an accurate description of the scope of activities to be funded in part pursuant to the terms of this Grant Agreement.

Section 2.07 Estimate of Costs.

The Estimated Project Costs as shown in **EXHIBIT C** represent a reasonable estimate of the costs actually incurred or expected to be incurred for the Project.

Section 2.08 Third-Party Funding.

The Recipient is eligible to receive the full amount of the Third-Party Funding specified in **EXHIBIT C**, if any, and knows of no existing fact, condition or circumstance that might act to vitiate such eligibility.

Section 2.09 Procurement, Suspension and Debarment; Lobbying.

The Recipient has not been deemed ineligible to submit a bid or be awarded a public contract or subcontract pursuant to any applicable law or regulation, including but not limited to, Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. Further, neither the Recipient nor any of its contractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under any applicable law or regulation, including but not limited to Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. The Recipient represents that it has not expended any appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in connection with any grant or financing which exceeds \$100,000 hereunder in accordance with the provisions of 40 CFR Part 34.

Section 2.10 No Material Adverse Change.

Since the date of Recipient's application for Grant, there has been no change in condition (financial or otherwise) of Recipient which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 2.11 Full Disclosure.

The statements, documents, and information furnished to the Corporation in connection with the negotiation of this Grant Agreement and the commitment by the Corporation to provide the Grant are accurate, not misleading, and do not contain any untrue statements of a material fact or omit a material fact necessary to make the statements, documents, and information not misleading. Recipient acknowledges and agrees that the Corporation is only executing this Grant Agreement in reliance on such statements, documents, and information furnished to the Corporation being accurate and not misleading.

ARTICLE III AGREEMENT TO PROVIDE FUNDING

Section 3.01 Agreement to Provide Funding for Project Costs.

Subject to the conditions and in accordance with the terms of this Grant Agreement, the Corporation agrees to provide financial assistance to the Recipient pursuant to this Grant Agreement, by making disbursements of funds in an amount not to exceed the Grant Award, as may be amended in accordance with the terms hereof. The Corporation shall disburse funds to an account administered by the Recipient pursuant to a Grant Disbursement Request Form submitted by the Recipient to the Corporation in the form of **Exhibit D**. Each such disbursement request shall be made in accordance with the requirements applicable to the Project pursuant to Section 3.03.

Section 3.02 Source of Funding; Nature of Obligation.

The Corporation shall provide financial assistance to the Recipient pursuant to this Grant Agreement solely from moneys made available to it for purposes of the Program. The Corporation has no obligation to make any financial assistance payments and no obligation shall be incurred by the State or the Corporation beyond moneys made available to the Corporation for such purposes. Further, the Corporation has no obligation to make Grant payments to the Recipient beyond the term of this Grant Agreement. In the event the Recipient shall, at any time, receive any Third-Party Funding from any entity other than the Corporation, the Recipient must draw down, in full, such Third-Party Funding prior to requesting any disbursement of Grant proceeds hereunder. If the Recipient is unable to draw down in full such Third-Party Funding, the Recipient must provide a written explanation and accompanying documentation to the Corporation satisfactorily substantiating its need for the release of Grant proceeds prior to the full draw down of such Third-Party Funding that the Corporation may accept or deny in its sole and absolute discretion.

Section 3.03 Requests for Disbursement of Grant Proceeds.

(a) *Disbursement of Grant Proceeds.* Grant proceeds shall remain in the custody and control of the Corporation and will only be made available to the Recipient upon the approval of the Recipient's Grant Disbursement Request Form by the Corporation. Subject to the Recipient complying with the terms of this Grant Agreement, the Corporation will advance 50% of the Grant Award to the Recipient after it receives a properly completed Grant Disbursement Request Form as set forth in **EXHIBIT D**. The initial 50% disbursement is an advance of Grant proceeds for eligible Project Costs and need not be supported by evidence that such Project Costs have already been incurred or paid. The Recipient shall use the initial disbursement solely to pay eligible Project Costs associated with completion of the Project. Any portion of the initial disbursement that is not used for eligible Project Costs shall be promptly returned to the Corporation. Subject to the availability of funds and the Recipient's compliance with this Grant Agreement, the Corporation shall use its best efforts to disburse Grant proceeds within thirty (30) days after the Corporation has received and accepted all documents required pursuant to this Grant Agreement.

(b) *Retainage of Grant Proceeds.* The Corporation will retain the last fifty percent (50%) of Grant proceeds until the Recipient has submitted applicable documentation to the Corporation required for final disbursement. Following completion of the Project, the Recipient may request final disbursement of Grant proceeds by submitting to the Corporation: (i) a properly completed final Grant Disbursement Request Form in the form set forth in **EXHIBIT D**; (ii) the final Assessment Report; (iii) a properly completed Project Completion Certificate in the form set forth in **EXHIBIT E**; and (iv) invoices, contracts, payment records, or other documentation acceptable to the Corporation demonstrating the eligible Project Costs actually incurred in connection with the Project.

(c) *Final Assessment Report.* The Project shall be deemed complete only upon the Corporation's receipt and acceptance of a final Assessment Report that satisfies the requirements of this

Grant Agreement. The Assessment Report shall be prepared in accordance with the NIST Cybersecurity Framework and any other requirements applicable to the Project. The final Grant Disbursement Request Form will not be reviewed by the Corporation until the Corporation has accepted the final Assessment Report for the Project described in **EXHIBIT A**.

(d) *Amendments to the Assessment Report.* Disbursements of Grant proceeds shall not be made for costs related to any amendments to the Assessment Report for the Project described in **EXHIBIT A** unless and until such amendment has been approved and accepted by the Corporation.

(e) *Requirements for Final Disbursement.* Prior to or with the final Grant Disbursement Request Form, the Recipient must submit supporting documentation in a form and manner acceptable to the Corporation. Satisfactory documentation may include, but is not limited to, signed copies of a completed Assessment Report, documented evidence of incurred costs, a Project Completion Certificate and allowable cost invoices and proof of payment of such invoices for the Project Costs. The amount of the final disbursement shall equal the lesser of: (i) the portion of the Grant Award not previously disbursed; or (ii) the amount of documented eligible Project Costs, less all Grant proceeds previously disbursed to the Recipient. The Corporation shall have no obligation to disburse Grant proceeds in excess of eligible Project Costs actually incurred by the Recipient or in excess of the Grant Award. If the amount of Grant proceeds previously disbursed to the Recipient exceeds the total eligible Project Costs approved by the Corporation, the Recipient shall return the excess amount to the Corporation within thirty (30) days following written notice from the Corporation or such other period approved by the Corporation in writing.

Section 3.04 Disapproval or Adjustment of Payment Request.

In addition to the remedies set forth in Section 5.02, the Corporation may take any action permitted hereunder or under applicable law, including, but not limited to, rejecting, correcting, or withholding any or all payments to the Recipient, if the Corporation, in its sole discretion: (i) determines that the incurred costs requested for reimbursement are not eligible Project Costs, (ii) the Recipient has not properly documented the costs, or (iii) the Recipient has not complied with any term or condition of this Grant Agreement.

Section 3.05 Proof of Payment.

Proof of payment submitted by the Recipient shall be sufficient to allow the Corporation to document that billings and invoices were paid. Satisfactory documentation may include, but is not limited to, signed copies of payment vouchers or invoices, cancelled checks, details of current indirect cost and fringe benefits rates, copies of all sub-agreements, executed change orders, payroll records tabulations of allowable costs incurred to date. For professional services, the Recipient shall provide a description of the nature of the services performed and documentation demonstrating that such services were provided in accordance with the applicable professional services agreement. For services performed by employees of the Recipient pursuant to a force account proposal approved by the Corporation, the Recipient shall provide employee time records signed or otherwise certified by the employee and the employee's supervisor that identify the hours worked and describe the Project work performed. All documentation for the Project shall be incorporated and referenced in Project accounts maintained by the Recipient in accordance with generally accepted government accounting standards.

Section 3.06 Changes to Project.

Grant payments will not be made for costs related to any changes in the Project unless and until such change has been reviewed, approved, and accepted by the Corporation. The Recipient shall certify, in each Grant Disbursement Request Form submitted, that the disbursement requested does not include payment for any costs for changes to the Project which have not been so reviewed, approved, and accepted.

ARTICLE IV COVENANTS

Section 4.01 Project Compliance.

The Recipient shall complete the Project in compliance with all applicable federal, State and local laws and regulations and this Grant Agreement to ensure the availability of the Project for its intended purposes. Regardless of acceptance by the Corporation of a certification by the Recipient that a Project requirement has been met, the Recipient shall permit the Corporation to take any actions necessary to confirm the accuracy of such certification. The making of Grant payments by the Corporation does not constitute an acknowledgment or agreement by the Corporation that the Recipient is in compliance with the terms and conditions of this Grant Agreement.

Section 4.02 Use of Funding.

The Recipient shall use the funding provided pursuant to this Grant Agreement solely for Project costs in accordance with this Grant Agreement and shall reimburse the Corporation if it fails to do so. The Recipient shall not use materials, equipment, or personnel paid for with funding pursuant to this Grant Agreement for any activity other than those provided for under this Grant Agreement.

Section 4.03 Prevailing Wage Requirements.

The Recipient shall comply, in all applicable respects, with the prevailing wage requirements under Article 8 of the Labor Law.

Section 4.04 Procurement.

The Recipient shall comply with all federal, State and local laws and regulations pertaining to any procurement for contracts whose payment obligations are to be satisfied with funding provided pursuant to this Grant Agreement. The Recipient shall not enter into a contract or subcontract with any party deemed to be ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b. In addition, the Recipient shall not enter into a contract or subcontract with any party deemed to be ineligible to submit a bid under Executive Law § 316.

Section 4.05 Project Approvals.

The Recipient shall obtain all necessary approvals from all governmental agencies requisite to the completion of the Project and shall comply with any requirements and/or conditions included in such approvals.

Section 4.06 Payment of Additional Project Costs.

The Recipient shall promptly complete the Project. The Recipient shall pay any Project costs in excess of the funding provided pursuant to this Grant Agreement, and the Recipient shall not be entitled to any reimbursement or funding for such excess costs from the Corporation.

Section 4.07 Non-Discrimination Requirements.

Pursuant to Article 15 of the Executive Law (also known as the New York State Human Rights Law), and all other State and federal statutory and constitutional non-discrimination provisions, the Recipient and any contractors/subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of

prior criminal conviction or prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if the Project involves the construction, alteration, or repair of any public building or public work, the Recipient agrees that neither it nor its contractors/subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Grant Agreement. The Recipient shall be subject to fines of \$50.00 per person per day for any violation of Labor Law § 220-e or § 239.

Section 4.08 Indemnification.

To the fullest extent permitted by law, the Recipient agrees to indemnify, defend and hold harmless the Corporation against any loss or liability arising out of any claim or action brought against the Corporation for death, injury or damage to persons or property occurring in connection with the planning, design, implementation, operation or maintenance of the Project. In each case, such obligation of the Recipient shall be conditioned upon (i) prompt written notice, by the Corporation to the Recipient, of the institution of any such claim or action and (ii) the assignment, by the Corporation to the Recipient, of the right to conduct the defense of any such claim or action, provided that such defense shall be undertaken by counsel reasonably satisfactory to the Corporation, and provided further that, absent the Corporation's prior written consent, no settlement, compromise or other voluntary resolution shall be entered into which would impose any liability or obligation on the Corporation. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against the Corporation with respect to any such claim or action and any settlement, compromise or other voluntary resolution thereof.

Section 4.09 Accounting and Records.

(a) *Establishment of Project Accounts.* The Recipient shall maintain Project accounts in accordance with generally accepted government accounting standards and any instructions of the Corporation.

(b) *Access to Records.* The Recipient shall: (i) permit the Corporation, or its authorized representatives to review or audit all records relative to this Project, subject to 15 calendar days prior written notice; (ii) produce or cause to be produced all records relating to any work performed under the terms of this Grant Agreement for examination at such times as may be designated by the Corporation or its authorized representatives; (iii) permit extracts and copies of Project records to be made by the Corporation or its authorized representatives; and (iv) promptly fulfill information requests by any of the Corporation or its authorized representatives.

(c) *Access to Project and Work.* The Recipient shall permit agents, consultants and representatives of the Corporation to have access to the Project and its components at all reasonable times, provided the aforementioned do not interfere with the work and progress of the Project. All contracts of the Recipient for all or any portion of the Project must contain provisions that permit such access to the Project, and require the contractor to provide access and inspection, and shall permit extracts and copies of Project records to be made by the Corporation, or its authorized representatives.

(d) *Record Retention.* The Recipient shall retain Project files and records for the term of this Grant Agreement plus six (6) years.

Section 4.10 Cybersecurity Information.

The Recipient acknowledges that Assessment Reports and other Project records may contain information concerning cybersecurity risks, vulnerabilities, configurations, controls, or other security-sensitive information. The Recipient shall transmit such information to the Corporation using the secure submission method designated by the Corporation and shall not include security-sensitive information in ordinary electronic mail unless expressly authorized by the Corporation. The Corporation will maintain Project

information in accordance with applicable law and Corporation policies. Nothing in this Grant Agreement shall be construed as a representation or guarantee by the Corporation that any document or information submitted by the Recipient is exempt from disclosure under the New York Freedom of Information Law or any other applicable law.

ARTICLE V BREACH OF THIS GRANT AGREEMENT; REMEDIES

Section 5.01 Events of Breach.

The occurrence of any of the following shall be a breach of this Grant Agreement, if not cured within thirty (30) days after written notice thereof is received:

(a) *Misrepresentation.* Any warranty, representation or other statement made by or on behalf of the Recipient pursuant to or in connection with this Grant Agreement, is false or misleading.

(b) *Other Failure to Perform.* The Recipient fails to perform and/or comply with any covenant or condition under this Grant Agreement, including but not limited to failure to use the funding provided under this Grant Agreement solely for Project costs.

Section 5.02 Remedies.

Upon the occurrence of a breach of this Grant Agreement, the Corporation may take whatever action at law or in equity may appear necessary or desirable to remedy the breach, in addition to the remedies below. Failure by the Corporation to exercise, or delay in exercising, any right or remedy under this Article V does not operate as a waiver of the right or remedy.

(a) *Reimbursement of Funding.* Notwithstanding anything herein to the contrary, upon the occurrence of a breach, the Corporation may upon written notice to the Recipient, require the Recipient to repay to the Corporation all funding paid pursuant to this Grant Agreement. Upon such notification, such funding shall become immediately due and payable.

(b) *Nonexclusive Remedy.* If the Corporation determines that the Recipient or any Authorized Person is not complying with federal or State laws, regulations or requirements of the Corporation relating to the Project or terms of this Grant Agreement, the Corporation may, in addition to exercising any or all of the remedies described herein, exercise any or all of the remedies otherwise provided by federal or State law or regulations, at law or in equity, including but not limited to rights to seek injunctive relief or specific performance.

(c) *Right to Remedial Action.* Nothing in this Grant Agreement affects the right of the Corporation to take remedial action including but not limited to administrative enforcement action and actions for breach of contract if the Recipient fails to carry out its obligations under this Grant Agreement.

[Space Intentionally Left Blank/Signature Page Follows]

IN WITNESS WHEREOF, the parties have each caused this Grant Agreement to be executed and delivered as of the date first written above.

Village of Bayville

I certify that I am authorized to sign this Grant Agreement and that I have been duly and formally delegated or designated as the authorized signatory and have the authority to agree to all of the terms and conditions of this Grant Agreement.

By: _____
Paul Rupp
Mayor

Notice Address:

34 School Street
Bayville, New York 11709

NEW YORK STATE ENVIRONMENTAL FACILITIES
CORPORATION

By: _____
Maureen A. Coleman
President and CEO

Notice Address:

New York State Environmental Facilities Corporation
Attn: President
625 Broadway
Albany, New York 12207-2997

EXHIBIT A

PROJECT DESCRIPTION

Village of Bayville Water Department Cybersecurity Assessment

EXHIBIT B

DEFINITIONS

Capitalized terms used in this Grant Agreement, unless otherwise defined herein, have the meanings set forth in this **EXHIBIT B**.

“Assessment Grant” means a Grant awarded to fund a cybersecurity assessment and preparation of an Assessment Report.

“Assessment Report” means a detailed evaluation and report of systemic risks, vulnerabilities, remediation or mitigation strategies and identification of needs and next steps taking into account the NIST Cybersecurity Framework and applicable State requirements.

“Authorized Person” means a person so authorized to act on behalf of the Recipient in connection with execution of this Grant Agreement, the submittal of disbursement requests and/or the Project Completion Certificate.

“Corporation” means the New York State Environmental Facilities Corporation established under the New York State Environmental Facilities Corporation Act, constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, as from time to time amended and supplemented, and any entity which may succeed to its rights and duties.

“Estimated Project Costs” means the projected costs of the Project that are eligible for funding, as set forth in **EXHIBIT C**.

“Grant” means the financial assistance provided by the Corporation to the Recipient under this Grant Agreement.

“Grant Agreement” means this Grant Agreement, dated as of the date set forth on the cover page between the Recipient, and the Corporation.

“Grant Award” means the amount of Grant, as set forth in **EXHIBIT C**.

“Material Adverse Effect” means (a) a material adverse change in, or material adverse effect in the condition (financial or otherwise) of Recipient, (b) a material impairment of the ability of Recipient to perform its obligations under this Grant Agreement, or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against Recipient of this Grant Agreement or the rights and remedies of the Corporation.

“NIST Cybersecurity Framework” means the cybersecurity framework published by the National Institute of Standards and Technology, currently known as the NIST Cybersecurity Framework 2.0, and any amendments, revisions, updates, replacements, or successor frameworks thereto adopted or published by the National Institute of Standards and Technology.

“Program” means the Strengthening Essential Cybersecurity for Utilities and Resiliency Enhancement Grant Program administered by the Corporation.

“Project” means the project described in **EXHIBIT A**.

“Project Completion Certificate” means the certificate in the form attached hereto as **EXHIBIT E** (or as may be updated by the Corporation from time to time), certifying that the project has been completed in Accordance with this Grant Agreement

“Recipient” means the Grant recipient named on the cover page of this Grant Agreement.

“Resolution” means the resolution or other official authorization duly adopted or approved by the Recipient authorizing the execution and delivery of this Grant Agreement and the performance by the Recipient of its obligations hereunder.

“State” means the State of New York.

“Third-Party Funding” means any state or federal grant, loan or other non-Recipient proceeds which are intended to be used to pay any costs of the Project, including but not limited to judgements, legal settlements, or otherwise related to the Project.

EXHIBIT C

ESTIMATED PROJECT COSTS

Estimated Project Costs: \$125,000.00

Grant Award: \$125,000.00

Grant Type: Assessment Grant

EXHIBIT D

GRANT DISBURSEMENT REQUEST FORM

REQUEST NO. _____

Dated as of _____, 202__

All capitalized terms used but not defined herein have the respective meanings set forth in the Grant Agreement, dated as of October 1, 2026 between the Recipient and the Corporation.

I, the undersigned and Authorized Person of the Recipient, hereby certify and agree as follows:

1. With respect to the Recipient, all representations and warranties of the Recipient as set forth in Article II of the Grant Agreement are still valid and effective as of today's date.
2. This request is being delivered pursuant to the Grant Agreement.
3. The Corporation is hereby requested to make a disbursement under the Grant Agreement in the amount of \$ _____ for Project costs.
4. The Recipient has determined that such Project costs are reasonable, necessary, and allocable to the Project under generally accepted governmental accounting standards.
5. This disbursement, if made, together with any prior disbursements made under the Grant Agreement, will not exceed the total amount of funding available pursuant to the Grant Agreement.
6. The Recipient hereby represents and warrants that it is not in breach of the Grant Agreement, that it has performed all of the covenants and agreements that it is required to perform under the Grant Agreement, that the making of the payment requested has been duly authorized by the Recipient, and that no change in circumstances has occurred, or will occur upon the making of the payment hereby requested, which would constitute a breach under the Grant Agreement.
7. All amounts requested hereunder are for eligible Project costs which have not been included in any previous disbursement, and have not been previously paid using the proceeds of any other third-party source of funding.
8. The Recipient has complied with all applicable public bidding requirements in connection with the Project including, but not limited to, the requirements of General Municipal Law.
9. The Recipient agrees to provide proper payment instructions in accordance with the Corporation's then-current practices and that payment made pursuant to this disbursement request shall be transmitted by the Corporation in a manner that is in compliance with then-current practices.

Village of Bayville

By: _____
Name:
Title:

EXHIBIT E

PROJECT COMPLETION CERTIFICATE

Village of Bayville

SECURE PROJECT NO.: SECURE10

I, the undersigned and Authorized Person of the Village of Bayville (the "Recipient"), hereby certify as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Grant Agreement between the Corporation and the Recipient dated as of October 1, 2026.
2. The Recipient received no Third-Party Funding that was not already disclosed to the Corporation and included in **EXHIBIT C**.
3. The Recipient received no monies from another source for the same costs for which it submitted a Grant Disbursement Request Form to the Corporation.
4. All Project Costs for which Grant proceeds have been or are being requested were incurred solely for the Project and are eligible Project Costs under the Grant Agreement. The final Assessment Report submitted to the Corporation constitutes the final work product prepared in connection with the Project and, to the best of the Recipient's knowledge, satisfies the requirements of the Grant Agreement.
5. The project has been fully completed in accordance with the requirements set forth in the Grant Agreement dated as of October 1, 2026 between the Recipient and the Corporation. The Recipient has submitted documentation accurately identifying the total eligible Project Costs incurred for the Project.

I hereby affirm under penalty of perjury that I am an Authorized Person of Village of Bayville, authorized to make the above certifications and that information provided on this Project Completion Certificate and all attachments if any is true to the best of my knowledge and belief. I am aware false statements made in this Certificate are punishable to Section 210.45 of the Penal Law

Village of Bayville

By: _____
Authorized Person
Printed Name: _____
Title: _____

**STRENGTHENING ESSENTIAL CYBERSECURITY FOR UTILITIES AND
RESILIENCY ENHANCEMENT GRANT PROGRAM**

Village of Bayville

and

**NEW YORK STATE
ENVIRONMENTAL FACILITIES CORPORATION**

GRANT AGREEMENT

(SECURE GRANT PROGRAM – IMPLEMENTATION GRANT)

PROJECT NO.: SECURE11

Dated as of October 1, 2026

This GRANT AGREEMENT, dated as of the date set forth on the cover page, is between the Recipient identified on the cover page hereof and the Corporation.

WITNESSETH:

WHEREAS, the Corporation is empowered to provide financial assistance to eligible recipients to assess and remediate cybersecurity vulnerabilities in their information technology and operational systems; and

WHEREAS, the Corporation has determined that it is desirable and necessary to establish the Strengthening Essential Cybersecurity for Utilities and Resiliency Enhancement (“SECURE”) grant program in order to provide financial assistance for cybersecurity assessments and for the implementation of eligible cybersecurity measures designed to remediate, mitigate, or otherwise address cybersecurity risks or vulnerabilities; and

WHEREAS, the Recipient has submitted an application for financial assistance from the Corporation for the purpose of funding the Project, and the Project has been deemed by the Corporation, the Project has been determined to be eligible for assistance under the Program, and the Corporation has reviewed and approved the funding of the Project; and

WHEREAS, the Recipient will finance, procure and provide the services necessary to complete certain SECURE eligible projects described herein; and

WHEREAS, on the basis of the Recipient’s application and the representations, warranties and covenants set forth in this Grant Agreement, the Corporation proposes to make funding available for the benefit of the Recipient in accordance with Article III of this Grant Agreement, to fund costs incurred for the benefit of the Recipient in connection with the Project, and the Recipient desires to receive such funding upon the terms and conditions set forth in this Grant Agreement.

NOW THEREFORE, in consideration of the premises and the representations, covenants and agreements herein set forth, the Recipient and the Corporation, each binding itself, its successors and assigns, promise, covenant and agree as follows:

**ARTICLE I
GENERAL PROVISIONS**

Section 1.01 Definitions.

Unless stated otherwise, each capitalized term used in this Grant Agreement has the meaning specified for it in **EXHIBIT B**.

Section 1.02 Effective Date and Term.

(a) This Grant Agreement is effective and enforceable as of the date on the cover page following its execution by the Recipient and the Corporation.

(b) This Grant Agreement shall remain in full force and effect for a period of five (5) years commencing upon the date set forth on the cover of this Grant Agreement, unless the Corporation agrees in writing to extend the term of this Grant Agreement.

(c) Article IV and Article V shall survive any termination of the Grant Agreement.

(d) Failure of the Recipient to complete the Project within five (5) years commencing upon the date set forth on the cover of this Grant Agreement may result in the Recipient’s forfeiture of undisbursed

Grant proceeds.

Section 1.03 Approvals and Consents.

All approvals, consents, determinations and acceptances required to be given or made by any person or party hereunder shall be at the sole discretion of the person or party whose approval, consent, determination or acceptance is required.

Section 1.04 Interpretation.

The captions, headings and table of contents are solely for convenience of reference and shall not constitute part of this Grant Agreement. They do not affect its meaning, construction or effect. The parties acknowledge and agree that this Grant Agreement shall not be construed more favorably in favor of any party hereto based upon which party drafted the same.

Section 1.05 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Grant Agreement, including any amendments and supplements hereto, are hereby incorporated in and made a part of this Grant Agreement.

Section 1.06 Amendments and Waiver.

(a) Any provision of this Grant Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Recipient and the Corporation.

(b) No delay or failure on the part of the Corporation, in the exercise of any power or right under this Grant Agreement shall operate as a waiver thereof or as an acquiescence in any default or breach of this Grant Agreement, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Corporation are cumulative to, and not exclusive of, any rights or remedies which the Corporation would otherwise have.

Section 1.07 Assignment.

The rights of the Corporation to enforce the duties, covenants, obligations and agreements of the Recipient set forth in this Grant Agreement may at any time, in whole or in part, be assigned and pledged by the Corporation. Thereafter, such duties, covenants, obligations and agreements assigned and pledged shall be for the benefit of and enforceable by the Corporation and such assignee. The Recipient may not transfer or assign this Grant Agreement without the prior written consent of the Corporation. Any purported transfer in violation of this Section 1.07 shall be null and void. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.08 Applicable Law; Venue.

This Grant Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any court of competent jurisdiction sitting in Albany County, in any action or proceeding arising out of or relating to this Grant Agreement and each party hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. The Recipient hereby irrevocably and unconditionally waives, to the fullest

extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Grant Agreement, in any court referred to herein, and, if applicable, agrees not to assert the defense of sovereign immunity in any such proceedings. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 1.09 No Warranty Regarding Condition, Suitability or Cost of Project.

The Corporation makes no warranty, express or implied, as to the Project or its condition or that it will be suitable for the Recipient's purposes or needs, or that the proceeds of the Grant will be sufficient to pay the costs of the Project. Review or approval of an Assessment Report, implementation documentation, Project plans, specifications, or other Project documents by the Corporation, does not relieve the Recipient of its responsibility to plan the Project properly or complete the Project. The Recipient acknowledges and agrees that the Corporation or their agents or representatives are not responsible for increased costs resulting from defects in the reports, plans, specifications, or other Project documents. Nothing in this section prohibits a Recipient from requiring assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

Section 1.10 Notices.

All notices or other communications under this Grant Agreement must be sufficiently given, and will be deemed given, when delivered in writing to the address of the identified party or parties set forth on the signature page of this Grant Agreement, or to such other address as the appropriate party may hereafter designate by notice in writing given to the others.

Section 1.11 Severability.

If any provision of this Grant Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 1.12 Execution in Counterparts; .pdf Signatures.

This Grant Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") e-mail attachment shall constitute effective execution of this Grant Agreement, and .pdf copies of this Grant Agreement shall have the same force and effect as an original.

Section 1.13 Grant Agreement Supersedes Prior Agreements.

This Grant Agreement supersedes any other prior or contemporaneous agreements or understandings, written or oral, between the parties relating to the funding of the Project. This Grant Agreement hereby supersedes any prior agreement between the Recipient and the Corporation with respect to Project Number SECURE11, if any, and any prior agreement between the Recipient and the Corporation with respect to Project Number SECURE11, if any, is hereby terminated, including any obligation of the Corporation to fund the Project or provide grant funds pursuant to the terms of the prior agreement; provided that the Corporation shall be permitted to exercise any remedies available to the Corporation with respect to returning grant proceeds disbursed under the prior agreement.

Section 1.14 No Obligation of State.

Nothing in this Grant Agreement shall constitute a commitment of the State to appropriate or reappropriate any federal or State funds.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

As of the date set forth on the cover page of this Grant Agreement, the Recipient provides the representations and warranties set forth below. The Recipient shall notify the Corporation of any material changes in the status of these representations and/or warranties during the term of this Grant Agreement. In addition, the Recipient acknowledges that it shall be required to provide such representations and warranties again at the time of submission of each request for disbursement.

Section 2.01 Legal Authority/Capacity/Binding Obligation.

The Recipient is an entity duly organized and existing under the laws of the State and has full legal right, power and authority to conduct its business and own its properties, and enter into this Grant Agreement and comply with its terms. The Resolution has been duly adopted by the Recipient and remains in full force and effect; and any and all consents, authorizations and approvals of any third party required with respect thereto have been obtained. The Recipient certifies that it has the legal, institutional, managerial, contractual and financial capability to ensure adequate completion of the Project.

Section 2.02 No Action.

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Recipient, nor is there any basis therefor (i) affecting the creation, organization or existence of the Recipient or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution of this Grant Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Grant Agreement or the Resolution, or the execution of this Grant Agreement, or any agreement or instrument relating thereto, (iv) affecting the ability of the Recipient to fulfill the terms and conditions of this Grant Agreement, (v) that would impair or delay the Project, or (vi) that would have a Material Adverse Effect.

Section 2.03 No Default.

The Recipient is not in default under (i) any loan agreement, note, bond, mortgage, or other instrument evidencing or securing indebtedness; (ii) any agreement that would impair or delay the Project; or (iii) any agreement that would have a Material Adverse Effect. The Recipient is not, in any respect material to the transactions contemplated by this Grant Agreement, in breach of or in default under any applicable law or federal or State regulation or any applicable judgment or decree or any other agreement or instrument to which the Recipient is a party or by which it or any of its properties are bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default. The execution and delivery of this Grant Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or federal or State regulation or any applicable judgment or decree or any agreement or other instrument to which the Recipient is a party or by which it or any of its property is bound.

Section 2.04 Project Approvals.

The Recipient has obtained all necessary approvals from any and all governmental agencies requisite to the completion of the Project and is in compliance with all federal, State and local laws, ordinances and regulations applicable thereto.

Section 2.05 Funds Available.

Recipient has funds available or will have funds available upon the consummation of the transactions contemplated hereby sufficient to pay all costs of the Project.

Section 2.06 Description of the Project.

The description of the Project as set forth in **EXHIBIT A** is an accurate description of the scope of activities to be funded in part pursuant to the terms of this Grant Agreement.

Section 2.07 Estimate of Costs.

The Estimated Project Costs as shown in **EXHIBIT C** represent a reasonable estimate of the costs actually incurred or expected to be incurred for the Project.

Section 2.08 Third-Party Funding.

The Recipient is eligible to receive the full amount of the Third-Party Funding specified in **EXHIBIT C**, if any, and knows of no existing fact, condition or circumstance that might act to vitiate such eligibility.

Section 2.09 Procurement, Suspension and Debarment; Lobbying.

The Recipient has not been deemed ineligible to submit a bid or be awarded a public contract or subcontract pursuant to any applicable law or regulation, including but not limited to, Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. Further, neither the Recipient nor any of its contractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under any applicable law or regulation, including but not limited to Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. The Recipient represents that it has not expended any appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in connection with any grant or financing which exceeds \$100,000 hereunder in accordance with the provisions of 40 CFR Part 34.

Section 2.10 No Material Adverse Change.

Since the date of Recipient's application for Grant, there has been no change in condition (financial or otherwise) of Recipient which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 2.11 Full Disclosure.

The statements, documents, and information furnished to the Corporation in connection with the negotiation of this Grant Agreement and the commitment by the Corporation to provide the Grant are accurate, not misleading, and do not contain any untrue statements of a material fact or omit a material fact necessary to make the statements, documents, and information not misleading. Recipient acknowledges and agrees that the Corporation is only executing this Grant Agreement in reliance on such statements, documents, and information furnished to the Corporation being accurate and not misleading.

ARTICLE III AGREEMENT TO PROVIDE FUNDING

Section 3.01 Agreement to Provide Funding for Project Costs.

Subject to the conditions and in accordance with the terms of this Grant Agreement, the Corporation agrees to provide financial assistance to the Recipient pursuant to this Grant Agreement, by making disbursements of funds in an amount not to exceed the Grant Award, as may be amended in accordance with the terms hereof. The Corporation shall disburse funds to an account administered by the Recipient pursuant to a Grant Disbursement Request Form submitted by the Recipient to the Corporation in the form of **Exhibit D**. Each such disbursement request shall be made in accordance with the requirements applicable to the Project pursuant to Section 3.03.

Section 3.02 Source of Funding: Nature of Obligation.

The Corporation shall provide financial assistance to the Recipient pursuant to this Grant Agreement solely from moneys made available to it for purposes of the Program. The Corporation has no obligation to make any financial assistance payments and no obligation shall be incurred by the State or the Corporation beyond moneys made available to the Corporation for such purposes. Further, the Corporation has no obligation to make Grant payments to the Recipient beyond the term of this Grant Agreement. In the event the Recipient shall, at any time, receive any Third-Party Funding from any entity other than the Corporation, the Recipient must draw down, in full, such Third-Party Funding prior to requesting any disbursement of Grant proceeds hereunder. If the Recipient is unable to draw down in full such Third-Party Funding, the Recipient must provide a written explanation and accompanying documentation to the Corporation satisfactorily substantiating its need for the release of Grant proceeds prior to the full draw down of such Third-Party Funding that the Corporation may accept or deny in its sole and absolute discretion.

Section 3.03 Requests for Disbursement of Grant Proceeds.

(a) *Disbursement of Grant Proceeds.* Recipient shall request payment of Grant proceeds by submitting to the Corporation a Grant Disbursement Request Form in the form set forth in **EXHIBIT D**. With each request, the Recipient must submit documentation to the Corporation in support of such request in a form and manner acceptable to the Corporation. The documentation shall demonstrate that the costs for which a disbursement is requested are for the Project, and that the goods and services for which the costs were incurred have been provided. Satisfactory documentation may include, but is not limited to, signed copies of payment vouchers or invoices, cancelled checks, details of current indirect cost, copies of all sub-agreements, executed change orders, and payroll records tabulations of allowable costs incurred to date.

(b) *Documented Evidence of Implemented Controls.* The Recipient shall provide documentation demonstrating that the goods, services, equipment, or other cybersecurity measures for which Grant proceeds are requested have been delivered, performed, installed, implemented, or otherwise incorporated into the Project, as applicable, in compliance with State regulations and in accordance with NIST Cybersecurity Framework. The Recipient shall certify, in the final request for disbursement submitted, that the disbursement requested complies with these standards. Notwithstanding anything herein to the contrary, proceeds will not be disbursed for costs of equipment until the Recipient is in compliance with this disbursement condition.

(c) *Requirements for Final Disbursement.* Prior to or with the final Grant Disbursement Request Form, the Recipient the Recipient shall submit: (i) a properly completed Project Completion Certificate in the form set forth in **EXHIBIT E**; (ii) documentation demonstrating the eligible Project Costs included in the final request; and (iii) such other Project documentation as the Corporation may reasonably require. Satisfactory documentation may include, but is not limited to, signed copies of a completed Assessment Report, documented evidence of incurred costs, a Project Completion Certificate and

allowable cost invoices and proof of payment of such invoices for the Project Costs. In no event shall the aggregate amount of Grant proceeds disbursed exceed the lesser of the Grant Award or the total eligible Project Costs approved by the Corporation.

Section 3.04 Disapproval or Adjustment of Payment Request.

In addition to the remedies set forth in Section 5.02, the Corporation may take any action permitted hereunder or under applicable law, including, but not limited to, rejecting, correcting, or withholding any or all payments to the Recipient, if the Corporation, in its sole discretion: (i) determines that the incurred costs requested for reimbursement are not eligible Project Costs, (ii) the Recipient has not properly documented the costs, or (iii) the Recipient has not complied with any term or condition of this Grant Agreement.

Section 3.05 Proof of Payment.

Proof of payment submitted by the Recipient shall be sufficient to allow the Corporation to document that billings and invoices were paid. Satisfactory documentation may include, but is not limited to, signed copies of payment vouchers or invoices, cancelled checks, details of current indirect cost and fringe benefits rates, copies of all sub-agreements, executed change orders, payroll records tabulations of allowable costs incurred to date. For professional services, the Recipient shall provide a description of the nature of the services performed and documentation demonstrating that such services were provided in accordance with the applicable professional services agreement. For services performed by employees of the Recipient pursuant to a force account proposal approved by the Corporation, the Recipient shall provide employee time records signed or otherwise certified by the employee and the employee's supervisor that identify the hours worked and describe the Project work performed. All documentation for the Project shall be incorporated and referenced in Project accounts maintained by the Recipient in accordance with generally accepted government accounting standards.

Section 3.06 Changes to Project.

Grant payments will not be made for costs related to any changes in the Project unless and until such change has been reviewed, approved, and accepted by the Corporation. The Recipient shall certify, in each Grant Disbursement Request Form submitted, that the disbursement requested does not include payment for any costs for changes to the Project which have not been so reviewed, approved, and accepted.

ARTICLE IV COVENANTS

Section 4.01 Project Compliance.

The Recipient shall complete the Project in compliance with all applicable federal, State and local laws and regulations and this Grant Agreement to ensure the availability of the Project for its intended purposes. Regardless of acceptance by the Corporation of a certification by the Recipient that a Project requirement has been met, the Recipient shall permit the Corporation to take any actions necessary to confirm the accuracy of such certification. The making of Grant payments by the Corporation does not constitute an acknowledgment or agreement by the Corporation that the Recipient is in compliance with the terms and conditions of this Grant Agreement.

Section 4.02 Use of Funding.

The Recipient shall use the funding provided pursuant to this Grant Agreement solely for Project costs in accordance with this Grant Agreement and shall reimburse the Corporation if it fails to do so. The Recipient shall not use materials, equipment, or personnel paid for with funding pursuant to this Grant Agreement for

any activity other than those provided for under this Grant Agreement.

Section 4.03 Prevailing Wage Requirements.

The Recipient shall comply, in all applicable respects, with the prevailing wage requirements under Article 8 of the Labor Law.

Section 4.04 Procurement.

The Recipient shall comply with all federal, State and local laws and regulations pertaining to any procurement for contracts whose payment obligations are to be satisfied with funding provided pursuant to this Grant Agreement. The Recipient shall not enter into a contract or subcontract with any party deemed to be ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b. In addition, the Recipient shall not enter into a contract or subcontract with any party deemed to be ineligible to submit a bid under Executive Law § 316.

Section 4.05 Project Approvals.

The Recipient shall obtain all necessary approvals from all governmental agencies requisite to the completion of the Project and shall comply with any requirements and/or conditions included in such approvals.

Section 4.06 Payment of Additional Project Costs.

The Recipient shall promptly complete the Project. The Recipient shall pay any Project costs in excess of the funding provided pursuant to this Grant Agreement, and the Recipient shall not be entitled to any reimbursement or funding for such excess costs from the Corporation.

Section 4.07 Non-Discrimination Requirements.

Pursuant to Article 15 of the Executive Law (also known as the New York State Human Rights Law), and all other State and federal statutory and constitutional non-discrimination provisions, the Recipient and any contractors/subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction or prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if the Project involves the construction, alteration, or repair of any public building or public work, the Recipient agrees that neither it nor its contractors/subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Grant Agreement. The Recipient shall be subject to fines of \$50.00 per person per day for any violation of Labor Law § 220-e or § 239.

Section 4.08 Indemnification.

To the fullest extent permitted by law, the Recipient agrees to indemnify, defend and hold harmless the Corporation against any loss or liability arising out of any claim or action brought against the Corporation for death, injury or damage to persons or property occurring in connection with the planning, design, implementation, operation or maintenance of the Project. In each case, such obligation of the Recipient shall be conditioned upon (i) prompt written notice, by the Corporation to the Recipient, of the institution of any such claim or action and (ii) the assignment, by the Corporation to the Recipient, of the right to conduct the defense of any such claim or action, provided that such defense shall be undertaken by counsel reasonably satisfactory to the Corporation, and provided further that, absent the Corporation's prior written consent, no

settlement, compromise or other voluntary resolution shall be entered into which would impose any liability or obligation on the Corporation. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against the Corporation with respect to any such claim or action and any settlement, compromise or other voluntary resolution thereof.

Section 4.09 Accounting and Records.

(a) *Establishment of Project Accounts.* The Recipient shall maintain Project accounts in accordance with generally accepted government accounting standards and any instructions of the Corporation.

(b) *Access to Records.* The Recipient shall: (i) permit the Corporation, or its authorized representatives to review or audit all records relative to this Project, subject to 15 calendar days prior written notice; (ii) produce or cause to be produced all records relating to any work performed under the terms of this Grant Agreement for examination at such times as may be designated by the Corporation or its authorized representatives; (iii) permit extracts and copies of Project records to be made by the Corporation or its authorized representatives; and (iv) promptly fulfill information requests by any of the Corporation or its authorized representatives.

(c) *Access to Project and Work.* The Recipient shall permit agents, consultants and representatives of the Corporation to have access to the Project and its components at all reasonable times, provided the aforementioned do not interfere with the work and progress of the Project. All contracts of the Recipient for all or any portion of the Project must contain provisions that permit such access to the Project, and require the contractor to provide access and inspection, and shall permit extracts and copies of Project records to be made by the Corporation, or its authorized representatives.

(d) *Record Retention.* The Recipient shall retain Project files and records for the term of this Grant Agreement plus six (6) years.

Section 4.10 Cybersecurity Information.

The Recipient acknowledges that Assessment Reports and other Project records may contain information concerning cybersecurity risks, vulnerabilities, configurations, controls, or other security-sensitive information. The Recipient shall transmit such information to the Corporation using the secure submission method designated by the Corporation and shall not include security-sensitive information in ordinary electronic mail unless expressly authorized by the Corporation. The Corporation will maintain Project information in accordance with applicable law and Corporation policies. Nothing in this Grant Agreement shall be construed as a representation or guarantee by the Corporation that any document or information submitted by the Recipient is exempt from disclosure under the New York Freedom of Information Law or any other applicable law.

ARTICLE V BREACH OF THIS GRANT AGREEMENT; REMEDIES

Section 5.01 Events of Breach.

The occurrence of any of the following shall be a breach of this Grant Agreement, if not cured within thirty (30) days after written notice thereof is received:

(a) *Misrepresentation.* Any warranty, representation or other statement made by or on behalf of the Recipient pursuant to or in connection with this Grant Agreement, is false or misleading.

(b) *Other Failure to Perform.* The Recipient fails to perform and/or comply with any covenant or condition under this Grant Agreement, including but not limited to failure to use the funding provided under

this Grant Agreement solely for Project costs.

Section 5.02 Remedies.

Upon the occurrence of a breach of this Grant Agreement, the Corporation may take whatever action at law or in equity may appear necessary or desirable to remedy the breach, in addition to the remedies below. Failure by the Corporation to exercise, or delay in exercising, any right or remedy under this Article V does not operate as a waiver of the right or remedy.

(a) *Reimbursement of Funding.* Notwithstanding anything herein to the contrary, upon the occurrence of a breach, the Corporation may upon written notice to the Recipient, require the Recipient to repay to the Corporation all funding paid pursuant to this Grant Agreement. Upon such notification, such funding shall become immediately due and payable.

(b) *Nonexclusive Remedy.* If the Corporation determines that the Recipient or any Authorized Person is not complying with federal or State laws, regulations or requirements of the Corporation relating to the Project or terms of this Grant Agreement, the Corporation may, in addition to exercising any or all of the remedies described herein, exercise any or all of the remedies otherwise provided by federal or State law or regulations, at law or in equity, including but not limited to rights to seek injunctive relief or specific performance.

(c) *Right to Remedial Action.* Nothing in this Grant Agreement affects the right of the Corporation to take remedial action including but not limited to administrative enforcement action and actions for breach of contract if the Recipient fails to carry out its obligations under this Grant Agreement.

[Space Intentionally Left Blank/Signature Page Follows]

IN WITNESS WHEREOF, the parties have each caused this Grant Agreement to be executed and delivered as of the date first written above.

Village of Bayville

I certify that I am authorized to sign this Grant Agreement and that I have been duly and formally delegated or designated as the authorized signatory and have the authority to agree to all of the terms and conditions of this Grant Agreement.

By: _____
Paul Rupp
Mayor

Notice Address:

34 School Street
Bayville, New York 11709

NEW YORK STATE ENVIRONMENTAL FACILITIES
CORPORATION

By: _____
Maureen A. Coleman
President and CEO

Notice Address:

New York State Environmental Facilities Corporation
Attn: President
625 Broadway
Albany, New York 12207-2997

EXHIBIT A

PROJECT DESCRIPTION

Village of Bayville Water Department Cybersecurity Implementation

EXHIBIT B

DEFINITIONS

Capitalized terms used in this Grant Agreement, unless otherwise defined herein, have the meanings set forth in this **EXHIBIT B**.

“Assessment Report” means a detailed evaluation and report of systemic risks, vulnerabilities, remediation or mitigation strategies and identification of needs and next steps taking into account the NIST Cybersecurity Framework and applicable State requirements.

“Authorized Person” means a person so authorized to act on behalf of the Recipient in connection with execution of this Grant Agreement, the submittal of disbursement requests and/or the Project Completion Certificate.

“Corporation” means the New York State Environmental Facilities Corporation established under the New York State Environmental Facilities Corporation Act, constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, as from time to time amended and supplemented, and any entity which may succeed to its rights and duties.

“Estimated Project Costs” means the projected costs of the Project that are eligible for funding, as set forth in **EXHIBIT C**.

“Grant” means the financial assistance provided by the Corporation to the Recipient under this Grant Agreement.

“Grant Agreement” means this Grant Agreement, dated as of the date set forth on the cover page between the Recipient, and the Corporation.

“Grant Award” means the amount of Grant, as set forth in **EXHIBIT C**.

“Implementation Grant” means a Grant awarded to fund eligible cybersecurity measures designed to remediate, mitigate, or otherwise address identified cybersecurity risks or vulnerabilities.

“Material Adverse Effect” means (a) a material adverse change in, or material adverse effect in the condition (financial or otherwise) of Recipient, (b) a material impairment of the ability of Recipient to perform its obligations under this Grant Agreement, or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against Recipient of this Grant Agreement or the rights and remedies of the Corporation.

“NIST Cybersecurity Framework” means the cybersecurity framework published by the National Institute of Standards and Technology, currently known as the NIST Cybersecurity Framework 2.0, and any amendments, revisions, updates, replacements, or successor frameworks thereto adopted or published by the National Institute of Standards and Technology.

“Program” means the Strengthening Essential Cybersecurity for Utilities and Resiliency Enhancement Grant Program administered by the Corporation.

“Project” means the project described in **EXHIBIT A**.

“Project Completion Certificate” means the certificate in the form attached hereto as **EXHIBIT E** (or as may be updated by the Corporation from time to time), certifying that the project has been completed in Accordance with this Grant Agreement

“Recipient” means the Grant recipient named on the cover page of this Grant Agreement.

“Resolution” means the resolution or other official authorization duly adopted or approved by the Recipient authorizing the execution and delivery of this Grant Agreement and the performance by the Recipient of its obligations hereunder.

“State” means the State of New York.

“Third-Party Funding” means any state or federal grant, loan or other non-Recipient proceeds which are intended to be used to pay any costs of the Project, including but not limited to judgements, legal settlements, or otherwise related to the Project.

EXHIBIT C

ESTIMATED PROJECT COSTS

Estimated Project Costs: \$275,000.00

Grant Award: \$275,000.00

Grant Type: Implementation Grant

EXHIBIT D

GRANT DISBURSEMENT REQUEST FORM

REQUEST NO. _____

Dated as of _____, 202__

All capitalized terms used but not defined herein have the respective meanings set forth in the Grant Agreement, dated as of October 1, 2026 between the Recipient and the Corporation.

I, the undersigned and Authorized Person of the Recipient, hereby certify and agree as follows:

1. With respect to the Recipient, all representations and warranties of the Recipient as set forth in Article II of the Grant Agreement are still valid and effective as of today's date.
2. This request is being delivered pursuant to the Grant Agreement.
3. The Corporation is hereby requested to make a disbursement under the Grant Agreement in the amount of \$ _____ for Project costs.
4. The Recipient has determined that such Project costs are reasonable, necessary, and allocable to the Project under generally accepted governmental accounting standards.
5. This disbursement, if made, together with any prior disbursements made under the Grant Agreement, will not exceed the total amount of funding available pursuant to the Grant Agreement.
6. The Recipient hereby represents and warrants that it is not in breach of the Grant Agreement, that it has performed all of the covenants and agreements that it is required to perform under the Grant Agreement, that the making of the payment requested has been duly authorized by the Recipient, and that no change in circumstances has occurred, or will occur upon the making of the payment hereby requested, which would constitute a breach under the Grant Agreement.
7. All amounts requested hereunder are for eligible Project costs which have not been included in any previous disbursement, and have not been previously paid using the proceeds of any other third-party source of funding.
8. The Recipient has complied with all applicable public bidding requirements in connection with the Project including, but not limited to, the requirements of General Municipal Law.
9. The Recipient agrees to provide proper payment instructions in accordance with the Corporation's then-current practices and that payment made pursuant to this disbursement request shall be transmitted by the Corporation in a manner that is in compliance with then-current practices.

Village of Bayville

By: _____
Name:
Title:

EXHIBIT E

PROJECT COMPLETION CERTIFICATE

Village of Bayville

SECURE PROJECT NO.: SECURE11

I, the undersigned and Authorized Person of the Village of Bayville (the "Recipient"), hereby certify as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Grant Agreement between the Corporation and the Recipient dated as of October 1, 2026.
2. The Recipient received no Third-Party Funding that was not already disclosed to the Corporation and included in **EXHIBIT C**.
3. The Recipient received no monies from another source for the same costs for which it submitted a Grant Disbursement Request Form to the Corporation.
4. All Project Costs for which Grant proceeds have been or are being requested were incurred solely for the Project and are eligible Project Costs under the Grant Agreement. All goods, services, equipment, or other cybersecurity measures for which Grant proceeds are requested paid for in whole or in part with Grant proceeds were and are being used solely for Project purposes and have been delivered, performed, installed, implemented, or otherwise incorporated into the Project, as applicable, in compliance with State regulations and in accordance with NIST Cybersecurity Framework.
5. The project has been fully completed in accordance with the requirements set forth in the Grant Agreement dated as of October 1, 2026 between the Recipient and the Corporation. The Recipient has submitted documentation accurately identifying the total eligible Project Costs incurred for the Project.

I hereby affirm under penalty of perjury that I am an Authorized Person of Village of Bayville, authorized to make the above certifications and that information provided on this Project Completion Certificate and all attachments if any is true to the best of my knowledge and belief. I am aware false statements made in this Certificate are punishable to Section 210.45 of the Penal Law

Village of Bayville

By: _____

Authorized Person

Printed Name: _____

Title: _____

September 16, 2026

Village Administrator
Incorporated Village of Bayville
34 School Street
Bayville, New York 11709

To Whom it May Concern,

The Locust Valley High School Athletic Council would once again like to request permission from the Village of Bayville to utilize the roads in Bayville for our Annual Homecoming Parade on Saturday October 24, 2026 from 11:00am-12:15pm. The parade will begin at Center Island Beach in Bayville and end at Locust Valley High School in Locust Valley. We have been very thankful for your cooperation in the past and hope we can obtain permission from Bayville to use the roads for the parade. We will also be getting approval from Nassau County 2nd Precinct to help escort the Parade.

Thank you for your help and consideration .

Sincerely,

Paula Dragone and Nadine Pacifico (516)277-5175
Locust Valley High School Athletic Council Advisors

Village of Bayville, NY

Voice & SMS

September 21, 2026

Prepared By:

Samantha Lockel

(631) 861-5815

Samantha.lockel@gogovapps.com

Prepared For:

Maria Alfano-Hardy

Village Administrator/Clerk/Treasurer

malfanohardy@bayvillenv.gov

Subscriptions & Services

Description	Amount
Voice & Text Sending of SMS & Voice Messages - 25,000 Credits Per Year	\$1,000 /year
Services: \$0 Annually: \$1,000	

Order Details

Primary Contact			
Contact Name:		Phone:	
Title:		Email:	

Billing Information			
Contact Name:		Phone:	
PO #: (Optional)		Email:	

Contract Term Information	
Initial Subscription Period:	12 months starting:

6. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact Support@GOGovApps.com to have objections considered.
7. **Other Provisions**
- 7.1 *Other Public Agency Orders.* Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.
- 7.2 *Alternate Terms Disclaimed.* The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
8. **Special Terms & Exceptions.** None.

This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

GOGov, LLC**Village of Bayville, NY****Sign:****Name:** Daryl Blowes**Title:** CEO**Date:****Sign:****Name:****Title:****Date:***Additional Customer Signatures (Optional)***Sign:****Name:****Title:****Date:****Sign:****Name:****Title:****Date:**

Terms & Conditions

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the "Special Terms & Exceptions" section.

1. **Ownership & License:** GOGov, LLC. (dba "GOGov") owns all intellectual property in the software products listed in the Subscription and Services section (collectively "Software" or "Subscription Services") in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this "Agreement") will be effective as of the date of last signature of the Order Form ("Effective Date") and will be governed by the laws in force in the State of New York.
2. **Software License.** The Software subscription and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use the Software if you maintain your annual subscription.
3. **Continued Services**
 - 3.1 *Hosting.* GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.
 - 3.2 *Ownership of Data.* All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer's data without additional charge through a downloadable zip file provided the customer is current on payments.
4. **Payment Terms & Fees**
 - 4.1 *Subscription Term and Termination.* The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer's subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. Quotes for budgeting purposes will be sent 6 months prior to subscription renewal. Invoices are sent approximately 60 days prior to subscription renewal. To cancel this agreement, Customer should submit written notice to GOGov at Billing@GOGovApps.com not less than sixty (60) calendar days prior to the end of the then-current Term. GOGov reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.
 - 4.2 *Payment Terms.* Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are **NET 30 Days** from the invoice date.
 - 4.3 *Taxes & Obligations.* Customer agrees to pay the amounts specified in the Order, which are non-cancelable and non-refundable, based on services purchased, not usage. Fees do not include any applicable taxes (e.g. sales, VAT, or withholding). For non-tax-exempt customers, Customer is responsible for paying all Taxes associated with its purchases hereunder and may be invoiced separately by GOGov.
 - 4.4 *Convenience Fees.* For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of \$3.00 plus 3% per transaction to offset the costs of online processing.
 - 4.5 *Voice & SMS.* For customers using Voice and SMS services only. Customer must purchase a minimum of 10,000 credits per year to keep the Voice & SMS subscription active. Credits are non-refundable but will carry forward as long as the subscription remains active. Each SMS message uses 1-credit for each segment (160 characters) sent or received. Voice services use 1-credit per minute of outbound or inbound calls, except for calls to Alaska (907 area code) which cost 7-credits per minute (credit costs are subject to change). Upon cancellation of the Voice & SMS subscription any unused credits are forfeit and the leased Phone Number will be released and no longer available. Customer must abide by all federal and state laws and regulations for SMS & Voice calling usage including following a proper opt-in process (gogovapps.com/terms#sms).
5. **Limitation of Liability.** GOGov will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGov's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed 50% of the annual contract value at the point in time when the circumstances came about to such claim(s) of liability, even if GOGov or its agents have been advised of the possibility of such damages.

**JOHN DEERE****PREPARED FOR: Village of Bayville****Date: September 22, 2026****Machine Configuration:**

Code	Description	Qty	List Price
17C1T	320 P-Tier Backhoe Loader	1	\$191,258.00
183N	JDLink™	1	\$0.00
0202	United States	1	\$0.00
0259	English	1	\$0.00
0351	Translated Text Labels	1	\$0.00
0605	Level 2 Cab	1	\$2,506.00
0650	Level 2 Performance Package	1	\$2,920.00
1205	Basic Package Radio	1	\$0.00
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	\$0.00
4006	John Deere 4.5L - FT4/Stage IV	1	\$0.00
5245	Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1	\$0.00
6152	Dual Batteries with Disconnect and Jump Post	1	\$320.00
6575	750 lb. (340kg.) Front Counterweight	1	\$1,142.00
6752	Extendable Dipperstick	1	\$9,344.00
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger	1	\$5,515.00
7028	Pilot Controls, Two Lever, with Pattern Selection	1	\$3,111.00
7037	Three-Function Loader Hydraulics, Single Lever	1	\$3,651.00
7701	Less Coupler Thumb Ready	1	\$0.00
7806	24in(611mm.) Heavy-Duty Bucket, 6.9 cu.ft. (0.20 cu. M.)	1	\$2,373.00
7853	92 in.(2.35 m) Multi-Purpose Bucket, 1.31 cu. Yd (1.00 cu. M.)	1	\$13,025.00
	Diagnostic Sampling Ports	1	\$509.00
8025	37 Inch Hydraulic Backhoe Thumb	1	\$7,043.00
Total List Price			\$242,717.00
Sourcewell Discount 43.00%			(\$104,368.31)
Net Price			\$138,348.69
Additional Costs			
Code	Description	Qty	Price
	Freight, Prep & Delivery to Customer		\$8,930.94
	John Deere Powertrain & Hydraulics Warranty - 60 Months or 2,000 Hours		\$3,666.00
	'JD Gov't Spurt Program		-\$10,000.00
Total			\$2,596.94

Other Attachments

Class	Description	Qty	Price
Total			\$0.00
Total Sale Price (Quantity = 1)			\$140,945.63
Trade-In:	Case 580 Super N s/n JJGN58SNCCC565394	1	(\$18,500.00)
Total Net Price (Quantity = 1)			\$122,445.63

Remarks:

Please note that this quote is valid for 30 days, all price are on a per machine basis

Quoted under Sourcwell Contract #PC70889 via Sourcwell Master Contract #011723-JDC
Purchase Orders must be made out to: Jesco Inc, 118 St Nicholas Ave, South Plainfield, NJ

H.O.PENN
Since 1923



NYS Contract #PGB-23345
Sourcewell#011723-CAT

Sep 03, 2026

VILLAGE OF BAYVILLE

34 SCHOOL ST
BAYVILLE, New York 11709

Highway Superintendent,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc Model: 420 ST Backhoe Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** 2026 **SMU:** 3

We appreciate your interest in H.O. Penn Machinery Co. Inc. and Caterpillar products for your business needs. This quotation is valid for 30 days, and is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Regards,

Michael Mitchell
Machine Sales Representative
mmitchell2@hopenn.com
631-626-3594

One (1) New Caterpillar Inc Model: 420 ST Backhoe Loader with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Pilot operated backhoe and -electro hydraulic stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, -and E-stick) -- Cat Cushion Swing(tm) system -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

POWERTRAIN -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & -interlock -- Differential lock -- Torque converter -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering

HYDRAULICS -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

ELECTRICAL -- 12 volt electrical start -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -- Diagnostic ports for engine and -machine Electronic Control Modules

OPERATOR ENVIRONMENT -- Interior rearview mirror -- ROPS canopy, Rear Fenders -- 2-inch (50mm) retractable seat belt -- Tilt steering column -- Steering knob -- Hand and foot throttle -- Automatic Engine Speed Control -- One Touch Low Idle -- Floor mat and Coat Strap -- Lockable storage area -- Air suspension seat -

FLUIDS -- Antifreeze - Extended Life Coolant --20F (-30C)

OTHER STANDARD EQUIPMENT -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection --

MACHINE SPECIFICATIONS

420 07A BHL CFG2	542-7992
LANE 3 ORDER	0P-9003
TIRES, 340 80R18/500 70R24, MX	320-2384
ENG, 74.5KW, C3.6, T4F	541-9540
BELT, SEAT, 2" SUSPENSION	206-1747
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-MP, 1.3 YD3, PO	337-7436
LOADER BUCKET PINS	545-8548
CUTTING EDGE, TWO PIECE	9R-5321

BUCKET, HOE, (NONE)	175-7877
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PRODUCT LINK, CELLULAR, PLE643	639-4880
COUPLING, QD, THREADED CAPS	456-3390
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
MIRRORS, EXTERNAL, BOTH SIDES	382-2499
BEACON, AMBER LED	634-6334
TRIM PACKAGE 3	664-5967
420 LANE 3 ZCON	626-9390
SERIAL#J5621440	EN-GINE
MP BUCKET/S#ML26050035	337-7436
Fold Over Pallet Forks (REMOVABLE)	
24"Rear Digging Bucket	
Front fenders	
Thumb & Tine	

WARRANTY & COVERAGE

Standard Warranty:	12 Months Full Machine
Extended Coverage:	84 months or 3000 Hours (whichever occurs first) Powertrain /Hydraulic / Tec

SELL PRICE	\$152,857.00
LESS GROSS TRADE ALLOWANCE	(\$9,000.00)
NET BALANCE DUE	\$143,857.00
AFTER TAX BALANCE	\$143,857.00

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
580N	CASE (CA)	JJGN58SNCCC565394	2012	\$9,000.00

F.O.B/TERMS:
Holtsville

Finance Rate 4.99% 12 months or up to 72 months

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
\$0.00	\$152,857.00

Outright Sale Financing Terms

CASH WITH ORDER	BALANCE to FINANCE	TERM	MONTHLY PAYMENT	RATE	AMOUNT
\$0.00		(Monthly)		0.00	\$152,857.00

The above is subject to approval by Caterpillar Finance

Accepted by _____ on _____

Signature



Village of Bayville
34 School Street
Bayville, NY 11709

9-18-2026

Please see below quote for a New 2026 Case 590SN backhoe. (1) 590SN's in stock.
This new unit is equipped with a Tier 4 final certified diesel engine.

590SN Backhoe Unit #C03422

- Case FPT gross 110 HP Tier 4 final diesel engine (SCR with Diesel Exhaust Fluid)
- Four wheel drive
- Power shift transmission (4) speed semi - automatic
- 14x17.5 front tires 10PR lug tread and 21L x 24 rear tires 12 PR STD
- Extendahoe backhoe, with Auxiliary Hydraulics for single / dual flow attachments
- Heavy duty front counterweight
- Pilot Control, backhoe operation
- Power lift feature for the backhoe
- 24" backhoe bucket with a mechanical quick coupler
- HD 93 wide 1.2 cubic yard 4 in 1 MP loader coupler bucket
- Front loader arm hydraulics to operate a 4 in 1 loader bucket
- Flip over street / dirt outrigger pads
- Standard Cab with (1) door, heat, AC, Defrost, front and rear wipers
- Tool box, rotating beacon
- Front , rear and side work lights, DOT directional lights for road use
- Comfort steer
- Air suspension, cloth operator's seat
- Auto engine idle and adjustable timer for auto engine shut down
- Auto engine protection, shuts engine down if critical fault condition is detected
- Auto ride control for front loader bucket (three position switch/ off, on speed sensitive, constant on)
- Cold start option, dual batteries
- Case Site Watch, Telematics - remote monitoring for (5) years

Please see the enclosed 590SN brochure for a complete list of all standard and optional features.



590SN Sale price total \$160,256.92 (1) 2026 new unit at our Medford, NY facility.

Price break down:

\$153,169.92 Sourcewell Contract price (list price \$212,736 - 28% = \$153,169.92)

\$ 1,500.00 Dealer required Pre Delivery Inspection, detail / cleaning

\$ 2,233.00 Sundries from Case (load fee \$200, Fuel surcharge \$260, delivery \$1,773)

\$ 1,500.00 Delivery to the Village of Lynbrook

\$ 1,854.00 Purchase & install: side mirrors, SMV, plate brackets, HD grill guard, beacon

-Price includes the 28% Sourcewell Contract discount off the list price

-NY State Contract # PC70887

-Sourcewell Master Contract # 011723-CNH

Additional optional items not included in the above sales price

\$4,065.00 Hydraulic Two Tine Thumb – Thumb is in stock

\$ 500.00 Installation of the hydraulic thumb, hydraulic hoses and testing

\$ 912.00 Purchase and weld on (4) Fork mounting bracket to the top of the loader bucket

\$ 125.00 Left and Right side front tire fenders installation, NC for the fenders

Warranty: 1 year unlimited hours full machine / 2yr. 2000 hrs extended engine warranty

Thank you for your interest in our product,
Sincerely,

Pasquale Tomasetti
Account Manager
Cell 917 417 2865

155,858.92