Grant Agreement
Between
Northern Border Regional Commission (NBRC)
And
CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

June 4, 2026

Grant EGMS ID: GT-26SPT-00004

Grantee/Recipient:	**Grantor:**
CAPITAL DISTRICT REGIONAL PLANNING COMMISSION Authorized Official: Mark Castiglione, 1 PARK PL ste 102 ALBANY, NY 12205 (518) 461-3597 mark@cdrpc.org	Northern Border Regional Commission Contact: Andrea Smith, Program Director James Cleveland Federal Building, Suite 1501 53 Pleasant Street Concord, NH 03301 admin@nbrc.gov Phone Number: (603) 369-3001
www.cdrpc.org	www.nbrc.gov
Co-Applicant: Contact: LDD Organization: Capital District Regional Planning Commission LDD Contact: Mark Castiglione cdrpc@cdrpc.org (518) 453-0850	

Grantee's Employer Identification Number (EIN):	141499942
Grantee's UEI Number:	QKTKFKQC7A62
Date of Award:	June 4, 2026
Date of Amendments	N/A

Description of Amendments	N/A
Total Project Amount:	$150,000.00
Amount of Federal NBRC Funds Awarded:	$90,000.00
Total Other Funds/Match:	$60,000.00
Reimbursement Rate:	60%
NBRC CFDA Number: OR USDA CFDA Number:	**#90.601** **#10.351**
Project Description:	Capital District Regional Planning Commission has been awarded $90,000.00 for a tri-county Timber Bridge Feasibility Initiative across Saratoga, Rensselaer, and Schenectady counties. The project will inventory timber-feasible short-span bridges, complete concept-level engineering for 15–20 priority structures, produce two grant-ready demonstration packages, and deliver a guidebook and outreach to municipal owners. By advancing glulam and mass timber solutions and planning for climate resilience, the initiative strengthens mobility, supports local forest-product markets, and prepares underserved rural municipalities for implementation funding.
Approved Indirect Cost Rate:	76%
Period of Performance:	July 01, 2026 - September 30, 2029

Grant Provisions

I. STATEMENT OF PURPOSE—This agreement incorporates by reference the recipient's proposal properly submitted in accordance with NBRC procedures on or before . The agreement implements a grant/investment made under authorities of Northern Border Regional Commission to provide funding to the Grantee/Recipient and/or the Co-Recipient. Any other recipient of funding shall be funded through an award of a contract or subgrant. The scope of work included within the recipient's proposal constitutes the Grant Agreement purpose. To the extent that this agreement conflicts with the incorporate proposal, the agreement shall govern.

II. ORDER OF PRECEDENCE—This grant agreement is subject to multiple sources of federal policy. Any conflict between or among these sources shall be resolved using the following order of precedence:

a. Federal statutes, including 40 USC Subtitle 5;
b. Federal regulations including but not limited to 2 CFR Parts 25, 170, 180, 182, 183, 184, 200, and 322, in effect at the time the Grant Agreement is signed;
c. NBRC Bylaws
d. This Agreement, and
e. The most recent NBRC Compliance Manual.

For ease of adoption and clarity, this agreement contains references to specific regulatory provisions that the recipient is required to follow. By signing this agreement, the recipient acknowledges that it has received either paper copies or electronic links to the provisions cited.

III. FEDERAL AGENCY RESPONSIBILITIES—NBRC has overall responsibility for agency awarded funds including providing oversight for programmatic, financial, and administrative performance. The Federal Co-Chair is responsible for all actions on behalf of NBRC including entering, modifying, suspending, or terminating this Grant Agreement. NBRC may enforce the terms and conditions of this Grant Agreement utilizing procedures identified in 2 CFR 200.208, 2 CFR 200.339, 2 CFR 200.520, and 2 CFR 180.

IV. RECIPIENT RESPONSIBILITIES—The recipient has full responsibility for the ongoing management of the project or activity supported under the Grant Agreement and for adherence to the federal requirements and Grant Agreement terms documented in this Grant Agreement. Although the recipient is encouraged to seek the advice of NBRC staff concerning the Grant Agreement, that does not diminish the recipient's responsibility for making prudent and sound judgments under the circumstances prevailing at the time that a decision is made nor does seeking advice shift responsibility for operating decisions to NBRC.

V. NOTICES—All official notices concerning this Grant Agreement are to be delivered to the designated contact personnel whose names appear on the cover sheet of the Grant Agreement at the address designated. Such notices may be delivered in person, by United States Postal Service, by private deliver service, or electronic mail.

VI. LIABILITY—Nothing contained in this agreement permits the recipient to assert that it is a part of the United States Government or that the United States Government is liable for any of its actions. The recipient shall hold and save the

Government, its officers, agents, and employees harmless from any liability of any nature or kind, including costs and expenses, for or on account of any and all suits for damage sustained by any person or persons or property by virtue of performance of this Grant Agreement.

VII. SEVERABILITY—If any portion of this agreement is determined to be invalid, the remainder of the agreement remains in effect.

VIII. TERMINATION—Any dispute arising under this agreement shall initially be addressed through good faith negotiation between the parties. However, this agreement may be terminated under terms outlined in 2 CFR 200.340.

IX. STATEMENT OF ASSURANCES (SF 424B—Non-construction; SF 424D—Construction)—As part of the grant application process, the recipient executed a Statement of Assurances which contains a listing of numerous federal laws, executive orders, and regulations which may apply by their terms to this Grant Agreement.

X. SUSPENSION AND DEBARMENT (2 CFR 180)—The recipient certifies, in accordance with 2 CFR 180.335, that neither it nor any of its principals is suspended or debarred from doing business with the Federal Government because of conditions covered under 2 CFR 180.

XI. DRUG-FREE WORKPLACE (2 CFR 182)- Recipient must comply with the drug-free workplace regulations.

XII. HATCH ACT (5 CFR 900)—The Hatch Act restricts the political activity of executive branch employees of the Federal Government and state or local officers or employees whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency.

XIII. STEVENS AMENDMENT (P.L. 101-166, Section 511). When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XIV. USE OF FEDERAL AGENCY AGREEMENT NUMBER - The assigned NBRC Grant Agreement Number as listed for this Grant Agreement. This Grant Agreement Number must appear in all correspondence, financial claims, and other official communication.

XV. OBLIGATION OF FEDERAL FUNDS—The total amount of federal funds obligated under this Grant Agreement is listed on page 2 of this Agreement as: "Amount of Federal NBRC Funds Awarded'. No claims above this amount will be honored by NBRC**.**

XVI. NOTICE TO PROCEED**—**No work may begin on this project until an official Notice-to-Proceed issued by NBRC. Further, no documented non-federal matching or invoices generated by the recipient will be considered valid charges until the Notice-to-Proceed is issued by NBRC.

The following items must be completed and submitted to NBRC prior to issuance of a Notice-to-Proceed:

a. Fully Executed NBRC Grant Agreement
b. Confirmation that the recipient has an active SAM.gov registration with up-to-date banking details
c. Documentation of non-NBRC matching funds form (NBRC Form 1002) listing the total amount of funding and each funding source, necessary to complete the project, together with letters of commitment for each funding source. The form and letters of commitment must be submitted to NBRC as one PDF.
d. Signed contract with LDD for grant administration services or documentation of approved LDD waiver from NBRC. (This requirement is not applicable to an agency of State Government or an LDD who is the grantee)
e. Satisfaction of NEPA requirements

These documents should be uploaded within NBRC's grants management system. **If the required documents have previously been provided to NBRC, they do not need to be resubmitted.** NBRC must have all these documents in our files before a Notice to Proceed will be issued.

XVII. PAYMENT PROCEDURES—In order to receive payments, the recipient must submit a Standard Form 270 (Request for Advance or Reimbursement) to NBRC for the applicable period within NBRC's Grants Management System. NBRC does not process requests for advancement. Requests for reimbursement will be reviewed and process the request and will make payments based on the methods permitted under 2 CFR 200.305.

XVIII. DISCLOSURES—In accordance with 2 CFR 200.113, the recipient will immediately disclose to NBRC any violations of federal criminal statutes (18 USC) involving fraud, bribery or gratuity violations. The disclosure must be made in writing to NBRC.

XIX. REPORTING

a. PROGRESS REPORTS> The recipient is required to provide progress reports which are required to be timely filed during the project's period of performance. Effective upon receipt of the award, recipients must comply with reporting requirements as specified by NBRC in the Grant Administration Compliance Manual, using the Performance Progress Report (SF-PPR) form and submitted within NBRC's Grants Management System (GMS).

   These are not optional tasks for grantees. **Progress reports are required even if no activity has taken place during the reporting period**. A final performance report covering the entire project must be submitted no later than 90 days after the end of the performance period. No payment requests will be processed until the progress reports are current.

b. FINANCIAL REPORTS—In accordance with 2 CFR 200.328, a completed Federal Financial Report (Standard Form 425) is required within 30 days after the end of the federal fiscal year (i.e., by October 30). In addition, a final Standard Form 425 must be submitted within 90 days after the performance period ends. **No payment requests will be processed until the financial reports are up to date.**

c. CLOSEOUT REPORTING —Five percent (5%) of the NBRC award will be held until all Project Close Out documents are received by NBRC.

d. PERFORMANCE MEASURES—The recipient agrees to report on program performance measures and outcomes as part of its final progress report, and three years after the final progress report using the Government Performance and Results Act (GPRA) information collection document. The measures and outcomes that apply to this Grant Agreement are:

   As provided with the NBRC Program application for federal financial assistance submitted on or before .

e. OTHER REPORTING—The recipient will submit the following additional reports at the end of the project:
   i. 5-10 photos describing the project results must be submitted with the final progress report.
   ii. An inventory of any equipment purchased as part of the project must be submitted with the final progress report. Equipment is defined as an item of tangible personal property having a useful life of more than one year and a unit cost of more than $10,000. A depreciation schedule may be used for determination of fair market value.
   iii. Standard Form 429A concerning any real property purchased as well as any recorded deed restrictions associated with the property must be submitted with the final progress report. Any leases of real estate developed as part of the project must also be submitted at that time.

XX. APPROVED BUDGET—The total budget for this project is established as provided in the application and supporting documentation for federal financial assistance submitted on or before .

XXI. PROGRAMMATIC AND BUDGETARY CHANGES—Under 2 CFR 200.308(i), NBRC exercises its option to restrict cumulative transfers among direct cost categories or programs, functions, or activities to ten (10) percent of the total budget as last approved whenever it has designated the recipient as subject to special conditions pursuant to 2 CFR 200.208.

XXII. NON-NBRC SHARE—Prior to issuance of a Notice-to-Proceed and any disbursement of grant payment, the recipient must identify the total project costs including any required match necessary to complete the project as presented within the application for federal financial assistance. Failure to satisfy any requirement for non-NBRC match by the conclusion of the project may lead to disallowance of federal funds already drawn and spent.

XXIII. PROGRAM INCOME—If program income is earned as a result of expenditures under this Grant Agreement, it must be spent on allowable eligible costs of the project and must be disbursed prior to draw down of additional federal funds. Under the award, program income shall be added to funds committed to the project by NBRC and recipient and used to further eligible project activities. Under this Grant Agreement, program income will be applied under the addition method as outlined in 2 CFR 200.307(b)(2). As outlined in 2 CFR 200.307(c), the recipient is not accountable for program income earned after the period of grant support unless NBRC requires otherwise.

XXIV. SUBAWARDS—Subawards of federal financial assistance are awards to lower tier organizations that assist them in carrying out a public program. Pursuant to 2 CFR 200.308(f), NBRC approval is required for the recipient to subaward a portion of the funds under this Grant Agreement unless approved in the Federal award. Prior to making the subaward, the recipient must, using the criteria identified in 2 CFR 200.331, make a case-by-case determination that the nature of activity being carried out constitutes a subaward (as opposed to a contract) and that the entity to which the subaward is to be made is an eligible entity under the NBRC authorizing legislation (i.e., a state or local government, Indian tribe, or public or private organization described in Section 501(c) of the Internal Revenue Code of 1986 and exempt from taxation under Section 501(a) of that code).

The recipient must prepare a subaward agreement to govern the programmatic and administrative activities of the subrecipient. The subaward agreement must contain the data elements identified in 2 CFR 200.332(b) and incorporate applicable provisions of this agreement including those identified in the applicable Statement of Assurances (SF 424B or SF 424D).

The recipient shall carry out mandatory oversight and enforcement actions as outlined in 2 CFR 200.332(e) and (g) and may carry out discretionary oversight actions as outlined in 2 CFR 200.332(f). Subawards by NBRC grantees, funded with NBRC funds, also fall within BABAA. Please see additional guidance on BABAA provided below. **If your project includes a subaward component, please contact NBRC staff prior to making such awards.**

XXV. PROCUREMENT— Procurement actions involve the purchase of goods and services needed to support the grant award. Government-wide regulations contained in 2 CFR 200.317 govern procurement actions. These regulations allow grantees to follow their own procurement procedures so long as they meet the minimum standards identified within 2 CFR 200. Procurement of goods and services will be carried out following the recipient's own procurement procedures provided they meet the minimum standards established in 2 CFR 200.317-327and Appendix II of 2 CFR 200.

Methods of procurement must conform to procedures identified in the recipient's own procurement procedures and those identified in 2 CFR 200.320. The recipient must take all affirmative steps identified in 2 CFR 200.321 to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are solicited and utilized when possible. The recipient must develop and maintain a written code of conduct for officers, employees, and agents which prohibits financial and familial conflict of interest and curtails solicitation or acceptance of gratuities in accordance with 2 CFR 200.318(c).

a. This agreement requires that all services necessary for design and engineering phases of the project be discharged by qualified personnel. Contracts for architect and engineering services shall be arranged using the competitive procedures identified in 2 CFR 200.320(b)(2)(iv) under which price may not be used as a selection factor. Also, the recipient may not enter into a cost-plus percentage of cost or a cost plus a percentage of constriction cost contract.

b. In accordance with 2 CFR 200.318(b), the recipient will exercise oversight to assure that contractors perform in accordance with the delivery requirements of the contract and that they comply with all terms and conditions. The recipient shall enter into a sound and complete agreement with any contractor which is enforceable in the jurisdiction where the contract is to be performed and which contains the applicable clauses of 2 CFR 200, Appendix II.

c. The Build America, Buy America Act (hereafter "BABAA") – enacted on November 15, 2021 – sets forth a domestic content procurement preference ("Buy American Preference" hereafter referred to as "BAP") for infrastructure programs funded with Federal dollars. Specifically, IIJA §70914(a) of Pub. L. 117-58, instructs Federal agencies to ensure that "none of the funds made

available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured product, and construction materials used in the project are produced in the United States."

The IIJA's definition of infrastructure is expansive and in some specific way the NBRC definition of "infrastructure" may not apply to BABAA applicability. While some projects conceived within the community infrastructure classification would not conform to BABAA, others would. Further, sub-awards by NBRC grantees, funded with NBRC funds, also fall within BABAA.

Most NBRC "infrastructure" projects fall within BABAA, especially when considering the definition provided in 2 CFR § 184.4(c)

The IIJA's definition of "infrastructure" encompasses public infrastructure projects. Thus, the term "infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy -including electric vehicle (EV) charging as infrastructure.

Additional guidance on if BABAA can be found on NBRC's website at https://www.nbrc.gov/content/BABAA

NBRC reserves the right to review the procurement procedures of the grantee at any time during the application review process or during performance of the grant in accordance with 2 CFR 200.325. Recipients must keep all procurement documents in their project file in the event the project is monitored and/or audited for programmatic compliance. Grantees funded with USDA dollars will be required to provide copies of procurement procedures during the performance of the grant.

It is the responsibility of the grantee to review and understand these applicable procurement requirements and ensure that the process is conducted properly.

XXVI. PROPERTY TITLE, USE AND DISPOSITION—Title to real property, equipment, and supplies acquired by the recipient using funds from this agreement vests with the recipient. These assets shall be used for their original purposes if they are needed. The following policies apply to the different classes of property identified:

a. REAL PROPERTY—Real property shall be used for its original purpose as long as it is needed. If no longer needed for its original purpose, the recipient must obtain disposition instructions from NBRC. Options available under 2 CFR 200.311(d) are retention, sale, or transfer to a third party. In each case, a settlement of residual financial interests will be made. If real property is retained by the recipient, it shall be treated as being encumbered for a period of 20 years.

   These encumbrances must be recorded as a deed restriction (Notice of Federal Interest), and a copy of the filed restriction must be provided to NBRC prior to the first request for a reimbursement of the NBRC award under a Full Notice to Proceed.

   The recipient must also prepare a Standard Form 429A with respect to each piece of real property acquired and submit a copy of NBRC in accordance with the reporting requirements of this agreement.

b. EQUIPMENT—Equipment as defined in 2 CFR 200.1 is an item of tangible property having a useful life of more than one year and a unit acquisition cost of $10,000 or more. Equipment may be used for its original purpose as long as it is needed and may be used on other activities of the recipient provided activities under this Grant Agreement receive first priority.

   However, such equipment is not to be used in a manner that competes unfairly with private commercial firms. An inventory of equipment purchased under the Grant Agreement will be submitted to NBRC at close-out. Items of equipment with a current fair market value of $10,000 or less may be retained without compensation to the federal government.

   Other items of equipment will be subject to disposition instructions as provided in 2 CFR 200.313(e) and include retention, sale, or transfer to a third party. In each case, a financial settlement of residual financial interests will be made.

   The recipient must also prepare and execute a SF428 Tangible Personal Property report on equipment being purchased with NBRC funds and submit a copy of NBRC in accordance with the reporting requirements of this agreement.

c. SUPPLIES—Supplies acquired under this Grant Agreement shall be used only for purposes allowed under the Grant Agreement. If a residual inventory of unused supplies remains at the end of the Grant Agreement that has a fair market value of more than $10,000 in the aggregate and the supplies are not needed for any other federally financed program, the recipient shall repay NBRC for its share of the fair market value.

XXVII. EMPLOYMENT—The recipient shall use its regular recruitment, hiring, and employment practices consistent with federal, state, and local law including but not limited to various non-discrimination policies which apply because of the status as a federal assistance recipient or as an employer. However, the recipient agrees that it will not employ, offer any office or employment to, or retain for professional services any person who (1) on the date that NBRC executed this Grant Agreement or within a one period ending on that date served as an officer, attorney, agent, or employee of NBRC and (2) occupied a position or engaged in activities which the Federal Co-chair determines involved discretion with respect to the Grant Agreement by NBRC.

XXVIII. NON-RELOCATION—By signing this agreement, the recipient attests that the NBRC funding is not intended to assist efforts by the recipient to induce the relocation or movement of existing jobs from one geographic region to another in competition for those jobs with the following exception: Financial assistance may be used as otherwise authorized by this subtitle to attract businesses to the region from outside the United States per 40 USC, Subtitle V §15501 (f.) If NBRC determines that its assistance was used for such purposes, NBRC reserves the right to pursue appropriate enforcement action including suspension of payment and possible disallowance and recovery of funds from the recipient.

XXIX. COST ALLOWABILITY—Cost charges to this Grant Agreement, whether direct or indirect, will be determined in accordance with Subpart E of 2 CFR 200. These principles apply uniformly to state, local and tribal governments, institutions of higher education, and nonprofit organizations. The principles contain certain general tests of allowability that apply to all types of costs charged to the Grant Agreement and a list of selected items of cost that represent types of cost that are typically encountered by recipients and subrecipients in the course of administering a federal award or types of cost that, by their nature, the federal government refuses to allow. The detailed text of the cost principles identifies which the costs are allowable, which are not allowable, and which are allowable under certain circumstances or allowable. The proposed budget of the award was reviewed by NBRC to determine that the costs that are included therein are allowable. However, if, during the performance of this award, a cost occurs that is not included in the budget, it may still be allowable, based on the language in the cost principles. The recipient should take special care to review the listing contained in 2 CFR 200.407 which identifies costs that require prior approval, under certain circumstances.

XXX. RECORDS RETENTION AND ACCESS—The recipient shall retain all financial and programmatic records that are pertinent to the Grant Agreement. The records shall be retained for at least three years following submission of the final financial and performance reports for the Grant Agreement. If any audit, claim, or litigation started before the expiration of the retention period, the recipient shall retain the records until such matters are fully resolved. If the recipient is subject

to any other more rigorous retention period for the records, the records must be retained to meet that requirement. During the period of retention, the records are accessible to the Comptroller General of the United States, the federal awarding agency, an inspector general, independent auditor performing audits under the Single Audit Act and any of their duly authorized representatives for the purpose of audit, examination, and copying. The rights of access do not expire with the designated retention period but shall last as long as the records are retained. Records in the hands of the recipient are not subject to disclosure to the general public under the federal Freedom of Information Act. However, any records transmitted to NBRC are subject to that statute. Methods for collection, transmission, and storage of the records shall be consistent with instructions contained in 2 CFR 200.336.

XXXI. AUDIT REQUIREMENTS—The funds made available under this agreement are considered to be a federal award within the meaning of 2 CFR 200.502. Accordingly, the expenditures that the recipient makes from this Grant Agreement count toward meeting the threshold amount of expenditures necessary to trigger an audit pursuant to the Single Audit Act and 2 CFR 200, Subpart F. Thus, if the recipient organization expends more than $1,000,000 in covered federal awards during its fiscal year, it will arrange for an independent audit conducted by a qualified auditor or firm. The resulting audit report along with a completed SF-SAC and additional documents identified in 2 CFR 200.511 must be submitted to the Federal Audit Clearinghouse not later than nine (9) months after the end of the recipient's fiscal year. Information about how to accomplish single audit submissions is available at http://harvester.census/facweb/Default.aspx.

XXXII. CONTINUING ACCOUNTABILITY—The recipient must assume continuing accountability for several matters that extend beyond the performance period. These include custody and maintenance of property that has been retained, records retention and access for records, and the discretionary right of the federal government to conduct audits and investigations on an as needed basis.

Grant Agreement
Between
Northern Border Regional Commission (NBRC)

And
CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

June 4, 2026

Grant EGMS ID: GT-26SPT-00004

Mark Castiglione,
Recipient's Authorized Representative Name and Date (print) Mark Castiglione Date: 07/09/2026
Recipient's Authorized Representative (signature) (*By signing this document, you affirm that you have read this document and are prepared, and shall maintain the capacity, to carry out all the obligations that come with these Investment funds).*

NBRC Program Manager — Date: 07/09/2026
Northern Border Regional Commission

Andrea Smith, Program Director — Date: 07/09/2026
Northern Border Regional Commission

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