

THE PUTNAM COUNTY LEGISLATURE

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Amy E. Sayegh *Chairwoman*
Greg E. Ellner *Deputy Chair*
Diane Schonfeld *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

AGENDA
AUDIT & ADMINISTRATION COMMITTEE MEETING
TO BE HELD IN THE
HISTORIC COURTHOUSE
CARMELO, NEW YORK 10512

Members: Chairwoman Sayegh and Legislators Birmingham & Crowley

Monday **March 24, 2025**
(Immediately following the Economic Development Mtg. beginning at 6:00pm)

1. Pledge of Allegiance
2. Roll Call
3. Approval of Minutes – October 8, 2024 Budget Meeting & October 28, 2024 Meeting
4. Correspondence/County Auditor
 - a. Sales Tax Report
 - b. OTB Report
 - c. Board In Revenue Report
 - d. Transfer/Revenue Report
 - e. 2025 Contingency/Sub-Contingency Report
5. Correspondence/ Commissioner of Finance
 - a. Overtime/ Temporary Report
 - b. Approval/ Budgetary Amendment 24A139/ Finance/ Year End Journal Entry #3
 - c. Approval/ Budgetary Amendment 25A022/ Tourism/ I Love New York Funding (Also reviewed in Economic Development)
 - d. Approval/ Budgetary Amendment 25A023/ Planning/ NYSDOT Contract/ Modernization & Enhancement Program Funding/ Various Transit Facility Rehabilitation Projects (Also reviewed in Physical)
 - e. Approval/ Budgetary Amendment 25A024/ Soil & Water/ Part C Funds (Also reviewed in Physical)

- f. Approval/ Budgetary Amendment 25A025/ Dept. of Social Services & Mental Health/ Utilize Opioid Settlement Monies for Evidence Based Programs (Also reviewed in Health)**
 - g. Approval/ Budgetary Amendment 25A026/ Dept. of Social Services/ Office for Children & Family Services Allocation/ Foster & Adoptive Parent Recruitment**
 - h. Approval/ Budgetary Amendment 25A027/ Finance/ Rescind Resolution #74 of 2025 & Correct as Amended/ Putnam County CSEA Contract Settlement**
- 6. Approval/ Budgetary Transfer 25T052/ Real Property/ Temporary Position (Also reviewed in Personnel)**
 - 7. Approval/ Budgetary Transfer 25T053/ Youth Bureau/ Temporary Youth Aid Position to Part Time Youth Program Specialist (Also reviewed in Personnel)**
 - 8. Approval/ Budgetary Transfer 25A056/ Dept. of Social Services/ Pay Differential – Coordinator of Child Support (Also reviewed in Personnel)**
 - 9. Approval/ Budgetary Transfer 25T062/ DPW/ Close Out Capital Projects (Also reviewed in Physical)**
 - 10. Approval/ Budgetary Transfer 25T063/ Dept. of Social Services/ Utilize Office of Children and Family Services Funding for Contract (Also reviewed in Health)**
 - 11. Approval/ Budgetary Transfer 25T064/ Finance/ County Contribution/ Putnam Arts Council (Also reviewed in Rules)**
 - 12. Approval/ Authorization for Commissioner of Finance to Write Off Delinquent Taxes/ Town of Putnam Valley Tax Map #73.8-1-52**
 - 13. Approval/ Authorization for Commissioner of Finance to Write Off Delinquent Taxes/ Town of Patterson Tax Map #999.-99-102**
 - 14. Approval/ Authorization for Commissioner of Finance to Write Off Delinquent Taxes/ Town of Patterson Tax Map #4.-1-68**
 - 15. Approval/ Putnam County's Request for the County Sales Tax Rate to be Established at a Rate of 3.____% for the Period From December 1, 2025-November 30, 2028**
 - 16. FYI/ Guardrail & Property Damage Table**
 - 17. Other Business**
 - 18. Adjournment**

#3.

**AUDIT & ADMINISTRATION COMMITTEE
BUDGET MEETING
HELD IN ROOM #318 OF THE
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512**

Members: Chairman Castellano, Legislators Ellner & Gouldman

**Tuesday October 8, 2024
(Immediately following Special Rules Mtg. at 6:00pm)**

The meeting was called to order at 7:02pm by Chairman Castellano who requested Legislator Ellner lead in the Pledge of Allegiance. Upon roll call Legislators Ellner and Gouldman and Chairman Castellano were present.

Item #3 – 2025 Budget Review

Legislator Gouldman suggested beginning by having Director of IT/GIS Thomas Lannon and Director of Department of General Services (DGS) John Tully address questions that were posed last night pertaining to computers and vehicles.

Chairman Castellano stated all of those questions will be brought up this evening.

Department of Finance – Account 1310 (pages 15-21)

Chairman Castellano requested an overview of the tax cap and use of reserve in the budget.

Commissioner of Finance Michael Lewis stated the allowable tax cap set by New York State is 2%. He stated this would equate to over \$2 million more in the tax levy. He stated because the County is in good fiscal health, the County Executive wanted to keep the tax levy the same. He stated the property tax rate is decreasing from 2.85 per thousand to 2.7 per thousand.

Chairman Castellano questioned if the \$79,050,000 in revenue budgeted in line 411100, Sales and Use Tax, is a practical number to be budgeted.

Commissioner Lewis stated it is a conservative number; the last few years have been astronomical.

Chairman Castellano questioned the increase in line 424011, Interest and Earnings. He stated last year \$2,750,000 in revenue was budgeted and was then revised to \$4.3 million.

Commissioner Lewis stated with the help of Chief Deputy Commissioner of Finance Sheila Barret and the financial advisement company three+one, they are taking an

aggressive approach. He stated the County has about \$65 million in long term funding, which is good because we are locked into the fixed rate.

Chairman Castellano questioned line 427161, Use of Fund Balance.

Commissioner Lewis stated \$6.81 million is being used to fund the Capital plan, \$350,000 is being used for insurance reserve, and the County's retirement reserve of \$500,000 is being used toward State mandates.

Legislator Jonke stated line 411100, Sales and Use Tax shows the current revenue collected through sales tax for 2024 is \$56.4 million. He questioned what date that number was recorded.

Commissioner Lewis stated since that was put on the spreadsheet another payment was received, bringing the total revenue to over \$63 million. He stated going into the holiday season it is expected to surpass \$80 million.

Chairman Castellano questioned line 427163, Use of Retirement Reserve, which has a budgeted revenue of \$500,000.

Commissioner Lewis stated the rates are a direct result of the way the market is. He stated this \$500,000 will support the increase in the retirement expense.

Chairman Castellano clarified that in 2024 this line was budgeted at \$1.5 million in revenue which was lowered for 2025 to be conservative.

Commissioner Lewis stated that is correct.

Chairman Castellano questioned line 54646, Contracts.

Commissioner Lewis stated this line covers the County's contract with three+one, possible bond funding, fiscal advisors, and the outside auditors.

Chairman Castellano requested information on line 54649, Savings Incentive Partnership, which was created to fund County Executive Byrne's initiative to reward employees who implement a way to save the County money. He stated to date this has not been brought to fruition. He stated he is happy to keep this in the budget.

Legislator Ellner questioned the decrease in line 58008, Health Plans.

Commissioner Lewis stated there is a new employee who will not be taking the insurance.

Chief Deputy Commissioner of Finance Sheila Barret stated the 2025 rates have not yet been received so the numbers in the budget are their best estimate.

Commissioner Lewis stated they conservatively estimated a 10% increase in the NYSHIP rates.

Legislator Nacerino questioned if the NYSHIP rate has ever increased 10% or more.

Commissioner Lewis stated it has.

Risk Manager Mat Bruno stated the increase in the private sector is 11.2%

Purchasing – Account 1345 (pages 23-24)

Chairman Castellano questioned if the actual columns are low because the payments come in toward the end of the year.

Director of the Department of General Services (DGS) John Tully stated that is correct.

Legislator Gouldman questioned the increased allocation in line 54783, Licensing Software. He stated \$5,000 was requested but \$37,000 was allocated.

Director Tully stated the \$5,000 was put in the budget request that was submitted to the County Executive and the other \$32,000 was requested during their budget meeting with the County Executive. He stated the additional funding is for an asset management software system that can be integrated into their existing financial system.

Real Property Tax Services – Account 1355 (pages 25-26)

Legislator Gouldman questioned line 54783, Licensing Software, where a request of \$7,200 was made and \$100 was allocated.

Director of Real Property Patricia McLoughlin stated those funds are being shifted to the IT/GIS Department budget.

Tax Advertising & Expense – Account 1362 (page 27)

Commissioner Lewis stated these budget lines are for costs associated with auctions, tax liens, foreclosures, title searches, and to offset the revenue. He stated it will be adjusted accordingly based on the volume.

Expense on Property Acquired for Tax – Account 1364 (page 28)

Commissioner Lewis stated the goal is to get these properties back on the tax roll.

Central Services – Account 1610 (pages 46-47)

Chairman Castellano requested an overview on the leased vehicles.

Director Tully stated the leased vehicle expense was consolidated to DGS. He stated there are over 400 vehicles in the County fleet and the vast majority are owned. He stated with respect to the leased vehicle line, the expense in respective departments' budgets is an actual expense for what that department will cost the County based on the number of vehicles they have in their budget. He stated Enterprise sends an aggregated bill to the County and the expense is allocated back to each department. He stated during the year changes could be made, there is an ordering window in which orders need to be placed. He stated the \$100,000 in the DGS budget will allow vehicles to be replaced. He stated the vehicle leasing lines in each department are what their vehicles will cost the County, rounded to the nearest hundred. He stated the determination whether to lease or not is based on a condition assessment based on the existing owned vehicles. He stated the Department of Public Works evaluates each vehicle and there is currently a list of 17 vehicles slated for replacement next year. He stated the 2025 budget accounts for the replacement of those vehicles. He stated there is about \$996,000 in the budget for leased vehicles.

Chairman Castellano questioned if the \$100,000 budgeted for 2025 is enough.

Director Tully stated yes, it is. He stated there are existing encumbrances. He stated no leasing agreement will be signed without ensuring enough funding is in the budget. He stated at some point next year there will be liquidated encumbrances, which will allow DGS to continue leasing vehicles.

Legislator Ellner requested clarification about the \$996,000 for leasing and the \$100,000 shown in the budget.

Director Tully stated most of the funds for leasing is allocated directly to the departments that will be leasing the vehicles. He stated some departments may have shown nothing in their budget line if the cost center had shifted. He stated he is able to provide where the funding is in every department. He stated this leasing system takes the guessing work of out budgeting.

Chairman Castellano stated this could be confusing when considering what departments requested versus what they received in the budget for leased vehicles.

Director Tully stated the requests are considered on a case-by-case basis. He stated when a new vehicle is requested there are many things to consider such as if there was a change in the department necessitating the additional vehicle, if new services are being provided, if the department is maximizing the use of their current vehicle. He stated the leasing system saves a lot of time; all vehicles are on one invoice.

Legislator Crowley stated she requested an updated spreadsheet of owned and leased vehicles, which department they belong to and if they are covered by a grant.

Director Tully stated he will provide that information to the County Auditor.

Legislator Nacerino stated she believes there is some confusion because it was her understanding that DGS would be the hub where all vehicles were inventoried and purchased. She stated she believed computers were being handled similarly through the IT Department. She stated there are some departments with funding allocated to their leased vehicle budget line while others had no funding. She stated the budget process is the time to sort out these wrinkles.

Director Tully stated he did receive direction from County Executive Byrne that next year he will be requested to attend all budget meetings to assist with the centralized accounts. He stated it would be easier if the \$996,000 was put into the DGS budget, however some departments wanted to maintain the visibility of their vehicle expense. He stated for reimbursement purposes, some departments needed to keep their funding within their budget. He stated all the leasing is being managed through DGS.

Legislator Nacerino recognized that this is a work in progress.

Legislator Ellner presented a hypothetical situation where a department head makes a request for an additional two (2) vehicles. He questioned where that request would be made.

Director Tully stated it would depend on the time of the year and the immediacy of the request. He stated if it were for the following year it would be included in their budget deliberations with the County Executive.

Legislator Ellner stated if the County Executive were to only include one (1) vehicle in the budget, he does not see how that department could come before the Legislature to make their case for the second vehicle since the funds are amalgamated into one (1) line making it impossible to evaluate the departments separately.

Director Tully stated there is some flexibility to make changes mid-year when necessary.

Legislator Sayegh stated at the Health Committee Budget Meeting there was a vehicle for CPS (Child Protective Services) that was related to a grant. She stated it looked like this vehicle was denied through the budget. She stated the Legislators are unable to tell this information by looking at the budget line.

Director Tully stated the departments have visibility of what was approved through the budget process.

Legislator Sayegh questioned if the vehicle was denied or if it is being covered through the grant.

Director Tully stated if a grant covers a car, it does not mean it is the only thing that grant can cover; it could be put toward an expense elsewhere in the department. He stated the case would still need to be made for why the car is needed.

Legislator Montgomery stated this is a new process. She stated the Legislators have a duty to review the budget when it is received.

Director Tully stated they will learn from this and improve this in the future.

Legislator Ellner stated the Department of General Services was created for the purpose of transparency and this is anything but transparent. He stated he is failing to see how the Legislature gives any consideration to the vehicles that are being replaced, added, or taken off the road. He stated there is a lot of unknown information about these vehicles. He stated he would like to move the \$996,000 for the leased vehicles into subcontingency, requiring Legislative approval to move it out.

Director Tully stated there are invoices that will need to be paid on the first of the year. He stated he believes there is more visibility within the budget lines. He stated he is available to talk or attend meetings and provide any needed information for the fleet. He stated because it is centralized and all the data resides with DGS, he has no doubt that he is in the best position to provide any information needed to make the best decision.

Legislator Ellner clarified that Director Tully can specifically provide a spreadsheet of all current leases, a separate spreadsheet for new leases and when they will be added.

Director Tully stated he is prepared to provide that information and he can email it to the office.

Legislator Crowley stated a quarterly report of the vehicles would be helpful.

Director Tully stated he would be happy to do that. He stated he spoke with Deputy County Executive Jim Burpoe today about sharing that information well before the budget process begins.

Chairman Castellano questioned if there were other questions about the DGS budget.

Director Tully stated they are locked into their current utility rates. He stated through their efforts they saved about \$50,000 and they will be going out to bid to secure that moving forward. He stated the budget shows some lines being underspent, however things could change quickly throughout the year.

Legislator Sayegh questioned the decrease in line 412904, Rent Income Cove Care.

Director Tully stated there was an error in the previous years' budget which has been corrected in the 2025 budget.

Legislator Nacerino questioned if the rent for Camp Herrlich is planning to be adjusted to increase it after the investment being made to their infrastructure.

Director Tully stated the lease was established under the prior administration. He stated there is no plan in place to increase the rent.

Legislator Montgomery stated she is happy to see the rent decreasing for Cove Care (line 412904), Mental Health Facility (line 412906), and Camp Herrlich (line 41290B). She stated these organizations provide services to Putnam County residents that the County would otherwise be unable to provide. She stated Cove Care is the only contracted mental health provider. She stated while she does not agree with maintaining rents for programs and organizations that are making a profit, she is happy to see these decreasing rents.

Legislator Ellner questioned how confident Director Tully is that the gasoline prices are going to decrease by 5%.

Director Tully stated the gasoline usage is estimated utilizing a higher rate. He stated there will be months where it is under that estimate and months when it is over but he believes it will balance. He stated they will see warning signs well before the budget is exceeded if it comes to that.

Information Technology – Account 1680 (pages 48-49)

Chairman Castellano questioned line 52130, Computer Equipment.

Director of IT/GIS Thomas Lannon stated the budgeted amount was based on the requests from the departments. He stated a form was provided for the departments to fill out. The IT Department then reviewed the forms to identify purchases that could be made through a grant.

Legislator Ellner questioned the second Computer Equipment line, 52630.

Director Lannon stated the second line is for purchases over \$5,000. He stated the decrease in that line is due to a lease for a server expiring and the equipment being purchased. He stated the storage price decreased, which resulted in a savings.

Legislator Crowley questioned line 54382, Computer.

Director Lannon stated that budget line is for their contractor, which is down from last year. He stated the vendor raised their hourly rate, but they were able to decrease the amount of hours therefore there was a savings overall.

Legislator Crowley questioned line 54646, Contracts.

Director Lannon stated that line is used for training for their GIS equipment.

Legislator Ellner questioned the large increase in line 54510, Machine Maintenance.

Director Lannon stated the IT Department has assumed the responsibility of the machine maintenance for the Board of Elections. He stated the funds for this were moved from Board of Elections into the IT Department.

Legislator Nacerino requested clarification about the central services process. She stated she was under the impression that all computer purchases would go through the IT Department, however there are some encumbrances for computers within the departments.

Director Lannon stated there are some departments that are reimbursed through New York State or have grant opportunities. He stated for example, the Department of Social Services receives grant funding and the purchase needs to come out of their budget line in order to receive that funding.

Legislator Nacerino stated it is difficult to identify those items just by looking at the budget.

Director Lannon stated the departments provided information to the IT Department about all purchases and they were notified if the purchases would be made through the IT Department or if the funding would remain in their budget to be purchased through their respective department.

Legislator Nacerino questioned if all purchases are being vetted by the IT Department.

Director Lannon stated yes, he is the person approving those purchases across the board through MUNIS.

Legislator Montgomery questioned the \$50 budgeted in line 54675, Travel.

Director Lannon stated that line is specifically for tolls. He stated other travel expenses come out of line 54640, Education & Training.

Legislator Montgomery questioned if there was anything requested that was not received.

Director Lannon stated no.

Legislator Ellner requested a report on all computers in the County.

Director Lannon stated he can provide that report.

Insurance Expense – Account 1915 (page 50)

Risk Manager Mat Bruno stated line 412660, Defensive Driving Fees, pays a proctor to come in and teach Defensive Driving to employees who are unable to take the course

online. He stated line 54833, Safety Material and Supplies goes toward online codes for the defensive driving. He stated the Law Department requested \$1.3 million in line 54830, General and Excess Liability and \$1.6 million was budgeted. He stated this line reflects the County's various insurance policies, which he reviewed. He stated there were some savings for 2025.

Legislator Crowley thanked Risk Manager Bruno for his detailed reporting.

Legislator Ellner questioned how often the coverage for the Putnam County Golf Course and Tilly Foster Farm are reviewed. He questioned if the County could reduce their coverage if the properties are covered on their end.

Risk Manager Bruno stated yes, that could be looked into which may save the County some money.

Contingency Fund – Account 1990 (page 58)

Chairman Castellano stated there seems to be a new procedure here where potential raises have been put into contingency. He stated a 2.75% COLA (cost of living adjustment) increase for management employees was included in the budget this year, however that increase was put into subcontingency for the Sheriff, County Clerk, Coroners, County Executive, and Legislature and staff.

Commissioner Lewis stated he obtained a legal opinion on this and was instructed by the County Executive to put the increases in subcontingency.

Legislator Jonke stated as Chairman of the Legislature he sent a letter to the County Executive along with the Legislature's budget requesting that any COLA increases being given to management employees also be given to the Legislature, Legislative Staff, and Auditing employees. He stated this has been routine since he has been a Legislator and this is the first time that request has not been honored. He stated he hopes the Committee will move this out of subcontingency this evening.

Legislator Nacerino stated this procedure is unprecedented. She stated it seems disingenuous to have done this; it is not good government. She stated the Legislative salaries are not within the County Executive's purview and to cherry pick a few employees and place their increase into subcontingency does not compliment the Administration at all.

Legislator Montgomery stated she asked County Executive Byrne about this and it is her understanding that the Legislative budget is not within the County Executive's purview therefore he could not change it per the Charter. She stated she does not want to see elected officials get raises, however she does believe the staff should receive it. She stated she is unclear if these funds should be moved now or in the new year and the same question applies to the funding for the outside agencies that was put into subcontingency. She stated the County Executive is following County law.

Legislator Sayegh stated in reviewing the Legislature's budget prior to it being sent to the Administration, the request was made in the letter for the management employees to be included in any COLA raises being given.

Legislator Montgomery stated the raises were not included in the budget.

Legislator Sayegh stated the request was made and it was not honored.

Legislator Ellner clarified that these are not raises; they are cost of living adjustments. He stated in the past he has refused his own and he will do so again. He stated he does not believe it is proper to deny anyone a cost of living adjustment and it should be consistent across the board.

Legislator Crowley stated it is her understanding that the format was the problem since the request was in a memorandum and not the budget.

Legislator Jonke stated he does not believe that is the case.

County Auditor Michele Sharkey stated for the past 20+ years, the Legislature's budget has been submitted with "If management receives a raise, please include." on each appropriate budget line.

Legislator Montgomery stated as the Minority Leader, she signs the letter that accompanies the budget submission. She started in that same letter she requested that Elected Officials do not receive raises, among other things.

Legislator Jonke stated the letter Legislator Montgomery is referring to is a letter is co-signed by himself and Legislator Montgomery to the Clerk of the Legislature directing her to submit the budget to the County Executive. He stated the County Executive was given the letter and a spreadsheet and each line for the Legislators and staff on the spreadsheet included wording as stated by County Auditor Sharkey to add any raises given to management employees.

Legislator Montgomery stated she hopes the next Legislative Chair will include those raises in the budget.

Legislator Nacerino stated the letter and budget were submitted at the end of August and the percentage amount for the COLA increase was yet to be determined which is why a number was not included in the budget. She stated there is no way to anticipate what the percentage might be that early. She stated \$75,000 for outside agencies was also put into subcontingency by the Administration. She stated there are many representatives from those organizations present this evening to discuss what the Administration has included in the 2025 budget for them. She stated now the Legislature has to do the Administration's work by dividing the pot that he put in subcontingency.

Legislator Jonke stated putting these items in subcontingency was vindictive. He stated he met with County Executive Byrne before the budget was presented and inquired about this to which County Executive Byrne replied that he should have put in any number. He stated if he were to do that, an adjustment to decrease would have to be made during the budget process rather than honoring the simple request.

Chairman Castellano stated the word "raise" keeps being used, but what is being discussed are the 2.75% COLA increases that all management employees received.

Legislator Crowley questioned if the amount could have been based on the COLA increases the unions received.

Legislator Ellner clarified that all management employees received the COLA increase and that no one was excluded.

Chairman Castellano stated the employees who were excluded are in subcontingency.

Legislator Nacerino stated again, the employees whose COLA increases were put into subcontingency are the County Clerk, the Coroners, the Sheriff, the Legislators, and the Legislative staff.

Chairman Castellano made a motion to move the COLA increase for the County Clerk out of subcontingency; Seconded by Legislator Ellner. All in favor.

Chairman Castellano made a motion to move the COLA increase for the Sheriff out of subcontingency; Seconded by Legislator Ellner. All in favor.

Chairman Castellano made a motion to move the COLA increases for the County Coroners out of subcontingency; Seconded by Legislator Ellner. All in favor.

Chairman Castellano made a motion to move the COLA increase for the County Executive out of subcontingency; Seconded by Legislator Ellner. By Poll Vote: 2 Ayes 1 No, Legislator Gouldman. Motion carries.

Chairman Castellano made a motion to move the COLA increases for the Legislature out of subcontingency; Seconded by Legislator Ellner. By Poll Vote: 2 Ayes 1 No, Legislator Gouldman. Motion carries.

Legislator Ellner stated he will not be accepting his COLA for 2025.

Legislator Nacerino stated when she was Chair of the Personnel Committee if there was an employee who wished to not accept their increase, they just sent a letter to the Commissioner of Finance. She stated there has been some grandstanding about the increases and then they would be accepted anyway. She stated anyone who makes a statement against it should not accept it.

Legislator Crowley stated she has not accepted her increase either and has submitted a letter.

Legislator Montgomery stated she votes no on the raises each year, she does not believe she grandstands.

Legislator Nacerino stated Legislator Montgomery accepts her raise each year.

Legislator Montgomery stated she votes against the raises each year and instead of giving the increase back to the Legislature she spends her money as she sees fit.

Debt Service – Account 9710 (pages 272–273)

Commissioner Lewis stated they are slated to pay off \$6.9 million, \$5.2 million of which will go toward principal.

Financing of Capital Projects

Commissioner Lewis stated \$6 million is being allocated to the Capital fund. He stated if the County were to bond that same amount, it would cost the County approximately \$1.8 million over 15 years. He stated taking into consideration the County's healthy financial standing he would not recommend bonding at this time.

Item #4 – Other Business – None

Item #5 – Adjournment

There being no further business at 8:38pm, Chairman Castellano made a motion to adjourn; Seconded by Legislator Gouldman. All in favor.

Respectfully submitted by Administrative Assistant Beth Robinson.

**AUDIT & ADMINISTRATION COMMITTEE MEETING
HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512**

Members: Chairman Castellano and Legislators Ellner & Gouldman

Monday **6:30pm** **October 28, 2024**

The meeting was called to order at 6:30pm by Chairman Castellano who requested Legislator Gouldman lead in the Pledge of Allegiance. Upon roll call Legislators Ellner and Gouldman and Chairman Castellano were present.

Item #3 – Correspondence/County Auditor

- a. **Sales Tax Report** – Duly Noted
- b. **OTB Report** – Duly Noted
- c. **Board In Revenue Report** – Duly Noted
- d. **Transfer/Revenue Report** – Duly Noted
- e. **2024 Contingency/Sub-Contingency Report** – Duly Noted

Item #4 – Correspondence/ Commissioner of Finance

- a. **Overtime/Temporary Report** – Duly Noted
- b. **Approval/ Budgetary Amendment 24A090/ Health Dept./ Additional Vaccines for Upcoming Clinics**

Commissioner of Finance Michael Lewis stated there are surplus revenues so the Health Department is putting those funds towards vaccines for international travel. He stated it is cheaper for residents to get these vaccinations through the Health Department rather than privately.

Legislator Addonizio questioned how often residents get these vaccines.

Commissioner Lewis stated that would be a question for the Health Department.

Chairman Castellano stated this is a benefit for the residents.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

- c. **Approval/ Budgetary Amendment 24A091/ Senior Resources/ Increase in Served Meals and Cost of Food**

Tom DiMarchi, Fiscal Manager of the Office for Senior Resources, stated last month a budgetary amendment was requested in relation to the increased food costs. He stated this item is revenue from State Aid received for this program.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

d. Approval/ Budgetary Amendment 24A092/ DPW/ Unexpended Major Repairs through Year End

Chairman Castellano made a motion to waive the rules and accept the revised budgetary amendment; Seconded by Legislator Ellner. All in favor.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

e. Approval/ Budgetary Amendment 24A093/ Veterans Service Agency/ Peer to Peer Program/ Comply with State Aid Level

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

f. Approval/ Budgetary Amendment 24A094/ Health Dept./ Utilize ATUPA Funds for Tobacco and Vaping Education and Prevention Activities

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

g. Approval/ Budgetary Amendment 24A095/ Finance/ Contracts/ Tilly Foster Farm/ Putnam County Golf Course

Commissioner Lewis stated this is a three (3) part adjustment. He stated they had O'Connor Davies come in to do an audit regarding the sales incentive program from April 1, 2021-December 31, 2023. He stated anything above \$1.2 million at Tilly's Table would be paid an incentive. He stated at Putnam Golf Course the audit found that when they were sending their sales to the County they were including service charges, however that belongs to the catering company, not the County. He stated the County is now reimbursing those funds for the same length of time mentioned above in the amount of \$243,000.

Legislator Ellner questioned if the threshold of \$1.2 million was exceeded, even after the \$243,000 of service charges were taken out of the equation.

Commissioner Lewis stated yes, it was. He stated this budgetary amendment includes projections into the 4th quarter as well.

Legislator Gouldman questioned if this will affect the budget moving forward.

Commissioner Lewis stated it has been corrected so it will not be an issue moving forward.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

h. Approval/ Budgetary Amendment 24A096/ DPW/ Funding Awarded from NYSERDA to be used for Electric Landscaping Equipment

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

i. Approval/ Budgetary Amendment 24A097/ Personnel/ Board of Ethics/ Legal Services

Commissioner Lewis stated Personnel Officer Paul Eldridge requested this additional funding for legal services, citing Putnam County Code section 55-16D which speaks to their ability to obtain legal services.

Legislator Jonke requested that the Committee amend this Budgetary Amendment to decrease the amount to \$10,000. He stated it is interesting that there is a provision in the Putnam County Code allowing the Ethics Board to hire their own attorney and the Legislature just received a veto from the County Executive which disallowed the Legislature to hire their own attorney. He stated he believes \$25,000 is a lot of money at this time and if the \$10,000 is exhausted, the Board of Ethics can come back to the Legislature to request what is needed.

Legislator Ellner agreed with Legislator Jonke's suggestion.

Legislator Gouldman agreed with Legislator Jonke's suggestion.

Legislator Sayegh questioned if the Board of Ethics currently has a budget for legal services.

Chairman Castellano stated no, they do not. He stated the Law Department would normally act as their counsel, however there is a conflict in this case therefore it is necessary to obtain outside legal services.

Legislator Ellner questioned if these funds should be coming from the County Attorney's budget.

Legislator Jonke stated he would like to be transparent. He stated the County Attorney filed the ethics complaint against a member of the Legislature and he made it public by sending it to the State Attorney General. He stated this complaint emanates from a lawsuit filed by the County Attorney without the permission of this Legislature. He stated in response to being called in front of the Legislature to explain, he filed an ethics

complaint against a Legislator and our Counsel. He stated this has created a situation that has paralyzed the Legislature; we don't have ability to get outside counsel since it was vetoed. He stated if the Ethics Board needs more than \$10,000 they can come back to the Legislature. He stated in response to Legislator Ellner's question about if the funding should come from the County Attorney's budget, he does not believe it should because the Code states that the Board of Ethics has the ability to hire their own outside counsel and they do have a line in their budget that was not funded this year through the budget process. He restated how it is interesting that the Board of Ethics can hire their own Attorney but the Legislature cannot.

Legislator Gouldman stated being that they are the Board of Ethics, they really should have an independent voice. He stated we should not control what they do. He stated he originally stated he would support decreasing the amount, but he believes the full requested amount of \$25,000 is fine.

Legislator Sayegh stated this money is going from one account to another but it is important to remember it is all taxpayer dollars.

Chairman Castellano stated he believes the Board of Ethics should have their own counsel and \$10,000 is reasonable. He stated if more is needed they can come back to the Legislature.

Chairman Castellano made a motion to amend the budgetary amendment from \$25,000 to \$10,000; Seconded by Legislator Ellner. One nay: Legislator Gouldman. Motion carries.

j. Approval/ Budgetary Amendment 24A098/ Sheriff's Dept./ Overtime Reimbursement from NYS Stop-DWI Foundation, Inc. for DRE Callouts May 2024

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

k. Approval/ Budgetary Amendment 24A099/ Sheriff's Dept./ Overtime Reimbursement from NYS Stop-DWI Foundation, Inc. for DWI Checks February-May 2024

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

l. Approval/ Budgetary Amendment 24A100/ Coroner/ Funding Awarded from Health Research Inc. for Participation in Drug Overdose Report Submission Program

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

m. Approval/ Budgetary Amendment 24A101/ Planning/ US DOT Grant Award/ Transit Buses

Commissioner of Planning Barbara Barosa stated this is an annual allocation and the executed grant will go toward five (5) transit buses.

Commissioner Lewis stated there is a correction to be made on the account numbers.

Chairman Castellano made a motion to amend the resolution with the correct account numbers; Seconded by Legislator Ellner. All in favor.

Chairman Castellano make a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

n. Approval/ Budgetary Amendment 24A102/ Planning/ Funding Awarded from NYSERDA/ Solar Panels on Transit Facility

Commissioner Barosa stated this will create a line NYSERDA provided several allocations of funding through the Climate Smart certification. She stated this will create a line for this project.

Legislator Ellner stated the backup material shows that there was a rejection. He questioned if it had been cleared up.

Commissioner Barosa stated yes, they had originally applied for replacement windows at the Donald B. Smith campus, which was rejected.

Legislator Ellner stated the backup states there was a vendor who did not complete their certification that they were not engaged in any business with Russia.

Commissioner Barosa stated for the windows project, they did not even get to that part of the contract.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

o. Approval/ Budgetary Amendment 24A103/ Social Services/ Projected Expenses through Year End

Chairman Castellano stated these are court ordered expenses.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

p. Approval/ Budgetary Amendment 24A104/ Finance/ Legal Aid Payment

Commissioner Lewis stated this adjustment is due to the State increasing the hourly rate from \$75 to \$158.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

q. Approval/ Budgetary Amendment 24A105/ Sheriff's Dept./ Reimbursement for Patrol Services

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

r. Approval/ Budgetary Amendment 24A106/ Sheriff's Dept./ Replace UTVs (Utility Task Vehicles)

Commissioner Lewis stated purchasing this vehicle now will allow the Sheriff's Department to get it faster while locking in the 2024 rate.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

s. Approval/ Budgetary Amendment 24A107/ Finance/ Unexpended Funds/ Youth Sports & Education

Chairman Castellano stated this is a decrease in State aid therefore the line needs to be adjusted.

Commissioner Lewis stated the State reached out to Youth Bureau Executive Director Janeen Cunningham and it was determined this funding was not needed, therefore the State will reallocate it.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

Item #5 – Approval/ Fund Transfer 24T308/ Emergency Services/ Travel Expenses covered by Threat Assessment Management Grant

Chairman Castellano made a motion to approve Fund Transfer 24T308; Seconded by Legislator Ellner. All in favor.

Item #6 – Approval/ Fund Transfer 24T320/ Sheriff’s Dept./ Cover Projected SPO Salary through Year End due to Pay Increase

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

Item #7 – Approval/ Fund Transfer 24T329/ Mental Health & Social Services/ Furniture for Legal

Commissioner Lewis stated operational savings from a temporary line is being put toward this purchase.

Chairman Castellano made a motion to approve Fund Transfer 24T329; Seconded by Legislator Ellner. All in favor.

Item #8 – Approval/ Fund Transfer 24T330/ Mental Health & Social Services/ Furniture for Commissioner’s Office

Chairman Castellano made a motion to approve Fund Transfer 24T330; Seconded by Legislator Ellner. All in favor.

Item #9 – Approval/ Fund Transfer 24T331/ Mental Health & Social Services/ Furniture for Deputy Commissioner’s Office

Chairman Castellano made a motion to approve Fund Transfer 24T331; Seconded by Legislator Ellner. All in favor.

Item #10 – Approval/ Fund Transfer 24T333/ Health Dept./ Replenish Rabies Vaccines

Chairman Castellano made a motion to approve Fund Transfer 24T333; Seconded by Legislator Ellner. All in favor.

Item #11 – Approval/ Fund Transfer 24T335/ Mental Health & Social Services/ Furniture for New Office – Director of Mental Health

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

Item #12 – Approval/ Fund Transfer 24T344/ DPW/ Overtime through Year End

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

Item #13 – Approval/ Fund Transfer 24T353/ Law Dept./ Litigation Settlement/ Krivak v. County of Putnam

Risk Manager Mat Bruno stated this is moving funds from contingency to get the deductible paid, which was reduced from \$250,000 to \$200,000.

Chairman Castellano thanked Risk Manager Bruno for getting the deductible lowered. He stated he is glad to be putting this behind us.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

Item #14 – Approval/ Fund Transfer 24T354/ Emergency Services/ Dispatch Overtime through Year End

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

Item #15 – Approval/ Fund Transfer 24T355/ Mental Health & Social Services/ Computer Equipment for new Director of Mental Health

Legislator Ellner questioned if this purchase will reduce what is needed in 2025.

Commissioner Lewis stated yes.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

Item #16 – Approval/ Designation/ County of Putnam/ Tourist Promotion Agency

Director of Tourism Tara Keegan stated this is a yearly designation for the I Love New York funding.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

Item #17 – Approval/ Semi-Annual Mortgage Tax Payments/ April 1, 2024-September 30, 2024

Chairman Castellano stated the total amount is lower than the previous payments because there are less sales taking place.

Legislator Ellner requested clarification on the numbers in the backup material.

Commissioner Lewis stated the backup is showing the recording officer expense, which goes to the state.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

Item #18 – Approval/ Local Law/ Amend Chapter 41/ Code of Putnam County Entitled “Deposit & Investment Policy”

Commissioner Lewis stated this was discussed with the Committee a couple months ago. He stated the County’s investment company suggested broadening the investment options to provide the County with more flexibility. He stated this is done in other municipalities throughout the State. He stated it does not mean the County will invest in every institution, it merely gives the opportunity to do so.

Chairman Castellano questioned if all institutions are secure.

Commissioner Lewis stated yes, they are all institutions that the investment company has experience with.

Legislator Ellner thanked Commissioner Lewis for bringing this forward. He stated this will generate more funding for the taxpayers and continue to do so as the limits are increased as well.

Legislator Jonke stated he is in favor of this. He questioned how much of a surplus was in interest earnings.

Commissioner Lewis stated there is a \$5 million surplus.

Legislator Jonke questioned what was budgeted for 2024.

Commissioner Lewis stated \$3 million was budgeted.

Legislator Jonke stated the budgeted amount is so low compared to the \$8 million the County has.

Commissioner Lewis stated that surplus will be invested and the rates will be locked in.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

Item #19 – Approval/ Authorization to Execute NYS DOT Urban Master Agreement/ Supplements for Transportation Related Projects

Commissioner Barosa stated this contract will execute the New York State Department of Transportation (NYSDOT) funding from the past three (3) years. She stated this enables the County to get a 10% match on the Maybrook Bridge 5 project.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Gouldman. All in favor.

Item #20 – Approval/ Ratification of the 100 Ten Acre Lane Property formally known as 100 Zimmer Road, Town of Southeast Property Tax Sale

Chairman Castellano questioned how many bidders there were.

Commissioner Lewis stated there were three (3) or four (4). He stated it is his understanding when the bidding closed there were bidding wars, ending at \$465,000.

Legislator Ellner stated this originally came through to be sold at the appraised value of \$290,000 and the Physical Services Committee voted to put the property to auction. He stated the final price is significantly higher than it would have been if it were sold.

Legislator Jonke questioned if the winning bidder is public information.

Commissioner Lewis stated he was asked to redact that information.

Chairman Castellano made a motion to pre-file the necessary resolution; Seconded by Legislator Ellner. All in favor.

Item #21 – Other Business – None

Item #22 – Adjournment

There being no further business at 7:29pm, Chairman Castellano made a motion to adjourn; Seconded by Legislator Ellner. All in favor.

Respectfully submitted by Administrative Assistant Beth Robinson.

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue
Carmel, New York 10512
(845) 808-1020 Fax (845) 808-1933

Paul E. Jonke *Chairman*
Amy E. Sayegh *Deputy Chair*
Diane Schonfeld *Clerk*
Robert Firriolo *Counsel*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Joseph Castellano	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

AGENDA
AUDIT & ADMINISTRATION COMMITTEE MEETING
TO BE HELD IN ROOM #318
PUTNAM COUNTY OFFICE BUILDING
CARMEL, NEW YORK 10512

Members: Chairman Castellano and Legislators Ellner & Gouldman

Monday **6:30pm** **October 28, 2024**

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Correspondence/County Auditor**
 - a. Sales Tax Report**
 - b. OTB Report**
 - c. Board In Revenue Report**
 - d. Transfer/Revenue Report**
 - e. 2024 Contingency/Sub-Contingency Report**
- 4. Correspondence/ Commissioner of Finance**
 - a. Overtime/Temporary Report**
 - b. Approval/ Budgetary Amendment 24A090/ Health Dept./ Additional Vaccines for Upcoming Clinics**
 - c. Approval/ Budgetary Amendment 24A091/ Senior Resources/ Increase in Served Meals and Cost of Food**
 - d. Approval/ Budgetary Amendment 24A092/ DPW/ Unexpended Major Repairs through Year End**
 - e. Approval/ Budgetary Amendment 24A093/ Veterans Service Agency/ Peer to Peer Program/ Comply with State Aid Levels**
 - f. Approval/ Budgetary Amendment 24A094/ Health Dept./ Utilize ATUPA Funds for Tobacco and Vaping Education and Prevention Activities**

- g. Approval/ Budgetary Amendment 24A095/ Finance/ Contracts/ Tilly Foster Farm/ Putnam County Golf Course**
 - h. Approval/ Budgetary Amendment 24A096/ DPW/ Funding Awarded from NYSERDA to be used for Electric Landscaping Equipment**
 - i. Approval/ Budgetary Amendment 24A097/ Personnel/ Board of Ethics/ Legal Services**
 - j. Approval/ Budgetary Amendment 24A098/ Sheriff's Dept./ Overtime Reimbursement from NYS Stop-DWI Foundation, Inc. for DRE Callouts May 2024**
 - k. Approval/ Budgetary Amendment 24A099/ Sheriff's Dept./ Overtime Reimbursement from NYS Stop-DWI Foundation, Inc. for DWI Checks February-May 2024**
 - l. Approval/ Budgetary Amendment 24A100/ Coroner/ Funding Awarded from Health Research Inc. for Participation in Drug Overdose Report Submission Program**
 - m. Approval/ Budgetary Amendment 24A101/ Planning/ US DOT Grant Award/ Transit Buses**
 - n. Approval/ Budgetary Amendment 24A102/ Planning/ Funding Awarded from NYSERDA/ Solar Panels on Transit Facility**
 - o. Approval/ Budgetary Amendment 24A103/ Social Services/ Projected Expenses through Year End**
 - p. Approval/ Budgetary Amendment 24A104/ Finance/ Legal Aid Payment**
 - q. Approval/ Budgetary Amendment 24A105/ Sheriff's Dept./ Reimbursement for Patrol Services**
 - r. Approval/ Budgetary Amendment 24A106/ Sheriff's Dept./ Replace UTVs (Utility Task Vehicles)**
 - s. Approval/ Budgetary Amendment 24A107/ Finance/ Unexpended Funds/ Youth Sports & Education**
- 5. Approval/ Fund Transfer 24T308/ Emergency Services/ Travel Expenses covered by Threat Assessment Management Grant**
 - 6. Approval/ Fund Transfer 24T320/ Sheriff's Dept./ Cover Projected SPO Salary through Year End due to Pay Increase**
 - 7. Approval/ Fund Transfer 24T329/ Mental Health & Social Services/ Furniture for Legal**
 - 8. Approval/ Fund Transfer 24T330/ Mental Health & Social Services/ Furniture for Commissioner's Office**
 - 9. Approval/ Fund Transfer 24T331/ Mental Health & Social Services/ Furniture for Deputy Commissioner's Office**

- 10. Approval/ Fund Transfer 24T333/ Health Dept./ Replenish Rabies Vaccines**
- 11. Approval/ Fund Transfer 24T335/ Mental Health & Social Services/ Furniture for New Office – Director of Mental Health**
- 12. Approval/ Fund Transfer 24T344/ DPW/ Overtime through Year End**
- 13. Approval/ Fund Transfer 24T353/ Law Dept./ Litigation Settlement/ Krivak v. County of Putnam**
- 14. Approval/ Fund Transfer 24T354/ Emergency Services/ Dispatch Overtime through Year End**
- 15. Approval/ Fund Transfer 24T355/ Mental Health & Social Services/ Computer Equipment for new Director of Mental Health**
- 16. Approval/ Designation/ County of Putnam/ Tourist Promotion Agency**
- 17. Approval/ Semi-Annual Mortgage Tax Payments/ April 1, 2024-September 30, 2024**
- 18. Approval/ Local Law/ Amend Chapter 41/ Code of Putnam County Entitled “Deposit & Investment Policy”**
- 19. Approval/ Authorization to Execute NYS DOT Urban Master Agreement/ Supplements for Transportation Related Projects**
- 20. Approval/ Ratification of the 100 Ten Acre Lane Property formally known as 10 Zimmer Road, Town of Southeast Property Tax Sale**
- 21. Other Business**
- 22. Adjournment**

Sales Tax													+or(-)
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Same Period
January	\$ 3,910,113	\$ 4,117,955	\$ 4,235,351	\$ 4,472,651	\$ 4,699,597	\$ 4,966,930	5,536,978	4,810,372	6,071,784	6,673,020	7,112,139	7,785,254	673,114
February	3,270,383	3,234,919	3,828,416	3,797,974	4,062,844	4,228,841	4,573,894	4,483,277	5,047,591	5,979,925	6,138,980	5,833,205	(305,775)
March	5,708,091	4,670,041	5,932,547	5,174,049	5,383,664	5,792,011	5,949,514	8,065,989	8,250,002	7,952,761	7,642,006		
April**	4,077,701	4,248,878	4,354,716	4,344,286	4,696,971	4,674,670	3,538,226	5,264,056	6,424,074	6,652,126	6,581,464		
May	5,793,860	6,075,331	5,946,190	6,367,505	6,807,221	7,425,730	5,011,290	7,975,256	9,113,026	10,361,506	8,845,599		
June	4,053,988	3,621,035	4,666,527	3,983,941	4,182,456	4,557,885	5,146,439	6,789,670	4,685,857	5,311,513	5,512,815		
July	4,320,542	4,558,502	4,372,322	4,952,664	4,835,632	5,266,612	4,871,906	6,094,635	6,393,098	6,737,854	7,635,468		
August	4,179,098	4,312,904	4,286,170	4,754,633	4,815,929	5,368,556	4,918,555	6,017,886	6,254,546	6,609,400	6,963,785		
September	5,997,983	5,347,273	6,377,884	5,821,648	7,067,806	7,331,396	9,125,106	8,508,962	8,459,469	9,682,066	8,395,971		
October	4,179,344	4,311,976	4,555,008	4,449,271	4,840,611	5,244,815	4,917,403	5,730,039	6,397,048	6,520,201	6,701,109		
November*	4,513,878	4,190,564	4,407,709	4,616,873	4,715,091	4,959,534	4,492,906	5,514,058	6,265,506	6,722,976	6,853,597		
December	5,881,014	5,264,022	6,092,242	6,056,492	7,037,269	6,186,904	8,678,973	8,798,537	8,601,579	9,246,964	6,878,953		
Actual	\$ 55,885,996	\$ 53,953,400	\$ 59,055,082	\$ 58,791,988	\$ 63,145,092	\$ 66,003,884	66,761,192	78,052,738	81,963,580	88,450,310	85,261,887	13,618,459	
Budget/(Rev)	\$ 55,885,996	\$ 53,953,400	\$ 54,739,000	\$ 58,887,699	\$ 63,145,092	\$ 66,003,871	65,705,798	61,765,294	65,000,000	76,060,632	78,150,000	79,319,718	
Over(Under)Budget	(0)	(0)	4,316,082	(95,711)	(0)	13	1,055,394	16,287,444	16,963,580	12,389,678	7,111,887	(65,701,259)	367,339

#40

	OTB REPORT																	+or(-)Same Period	
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
January*	126,704	74,075	30,127	19,928	2,509	4,951	4,236	6,248	5,657	5,504	(358)	0	0	89	797	780	0	(780)	
February	14,623	13,576	13,284	13,470	10,907	8,589	7,511	7,145	6,707	6,480	0	0	0	82	734	961			
March	14,583	13,680	11,292	11,804	10,211	7,906	7,062	7,551	6,573	5,626	0	0	0	219	1,015	987.66			
April	37,414	49,991	27,171	61,533	10,931	10,206	8,373	8,009	8,097	0	0	0	0	401	1,019	694			
May***	13,952	13,403	12,563	11,767	11,376	9,322	8,419	9,223	9,161	17,163	0	0	67,285	568	981	1,357			
June	19,695	18,807	16,276	17,844	17,473	13,566	12,691	13,826	13,495	0	0	0		968	870	1,500			
July	99,951	85,918	13,543	74,257	16,646	10,113	10,255	10,312	8,916	0	0	0	5	1,189	1,085	1,175			
August	14,480	13,476	63,152	12,384	10,495	8,569	9,327	8,879	7,208	0	0	0	0	530	1,005	1630			
September**	(23,250)	(23,609)	(24,169)	(25,743)	(25,941)	(27,830)	(28,847)	(1,226)	(1,696)	(9,857)	0	0	54	540	(721)	(9,862)			
October	40,991	27,452	34,084	11,601	9,541	8,414	8,117	7,766	7,639	0	0	0	70	547	1,179	939			
November	13,974	12,027	11,054	10,198	9,826	8,617	8,981	8,836	7,881	0	0	0	99	610	690	1,110			
December (a)	13,757	12,950	11,563	11,593	9,419	8,401	6,915	7,904	7,274	0	0	0	91	773	88,277	0			
Actual	386,873	311,744	219,940	230,635	93,393	70,826	63,042	94,473	86,911	24,916	(358)	0	67,605	6,516	96,932	1,272		(780)	
Budget/(Revised)	550,000	500,000	375,000	317,200	95,000	200,000	85,000	86,135	94,545	24,916	63,000	0	0	0	0	2,500	2,500		
(Deficit)/Surplus	(163,127)	(188,256)	(155,060)	(86,565)	(1,607)	(129,174)	(21,958)	8,338	(7,634)	0	(63,358)	0	67,605	6,516	96,932	(1,228)	(2,500)		(780)

Notes
 * PILOT
 ** PILOT
 *** Good Faith Payment

PILOT= Payment in lieu of taxes
 pymt to Brewster schools, and Town of SE. Per Res
 a- as per OTB, there is no surcharge for December.

#40

BOARD IN REVENUE												
	2015*	2016*	2017*	2018*	2019*	2020*	2021*	2022*	2023*	2024*	2025*	+or(-) Same Period
January	22,190.00	43,680.00	47,160.00	54,980.00	52,490.00	74,950.00	104,400.00	126,600.00	94,350.00	66,250.00	62,050.00	(4,200.00)
February	17,970.00	41,610.00	41,280.00	52,760.00	45,070.00	72,300.00	95,250.00	113,100.00	86,250.00	57,750.00	49,000.00	(8,750.00)
March	26,490.00	41,400.00	50,480.00	59,820.00	50,795.00	70,650.00	119,700.00	130,800.00	91,100.00	69,750.00		
April	30,930.00	37,670.00	55,060.00	53,730.00	50,490.00	68,400.00	149,650.00	124,350.00	84,000.00	63,000.00		
May	35,580.00	39,120.00	61,070.00	49,860.00	52,975.00	63,150.00	149,850.00	131,550.00	84,550.00	72,700.00		
June	37,160.00	45,700.00	59,190.00	39,060.00	48,300.00	61,050.00	153,300.00	120,450.00	74,850.00	70,500.00		
July	43,010.00	52,480.00	64,540.00	37,260.00	47,840.00	86,550.00	161,100.00	125,550.00	79,300.00	72,850.00		
August	43,340.00	49,600.00	62,650.00	37,530.00	50,180.00	92,250.00	154,500.00	121,500.00	78,250.00	72,850.00		
September	48,370.00	46,290.00	61,050.00	36,180.00	43,600.00	91,200.00	145,800.00	118,800.00	80,850.00	70,050.00		
October	54,340.00	40,340.00	57,380.00	41,850.00	71,750.00	99,750.00	150,300.00	100,650.00	74,200.00	68,200.00		
November	45,700.00	34,120.00	56,580.00	43,080.00	71,400.00	95,550.00	135,000.00	90,000.00	70,500.00	64,200.00		
December	42,260.00	39,600.00	56,600.00	46,780.00	76,700.00	98,250.00	133,500.00	98,400.00	70,750.00			
Actual	447,340.00	511,610.00	673,040.00	552,890.00	661,590.00	974,050.00	1,652,350.00	1,401,750.00	968,950.00	748,100.00	111,050.00	
Budget	155,000.00	525,000.00	484,760.00	535,000.00	550,600.00	908,000.00	908,000.00	1,371,750.00	1,478,250.00	821,250.00	810,000.00	
Revised Budget												
Surplus/(Deficit)	292,340.00	(13,390.00)	188,280.00	17,890.00	110,990.00	66,050.00	744,350.00	30,000.00	(509,300.00)	(73,150.00)	(698,950.00)	(12,950.00)
*Revenue includes US Marshalls												

#410

2025 Transfer/Revenue Report - February

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	2	25LT01	Highway - Parks	10711000	54710		MAINT AND REPAIRS	10,000.00	D	COVER NORMAL PART MAINTENANCE
2025	2	25LT01	Contingency	10199000	54985		SUB CONTINGENCY HGWY M and R	10,000.00	C	COVER NORMAL PART MAINTENANCE
2025	2	25LT02	Contingency	10199000	54985		SUB CONTINGENCY HGWY M and R	10,000.00	C	COVER NORMAL TILLY BLDG MAINT
2025	2	25LT02	Tilly Foster	10084000	54710		MAINT AND REPAIRS	10,000.00	D	COVER NORMAL TILLY BLDG MAINT
2025	2	25T020	Capital Projects	55197000	428601	52515	TRANSFER FROM OTHER FUND	700,000.00	D	CORRECTION
2025	2	25T020	Capital Projects	55197000	52660	52515	HIGHWAY AND STREET EQUIPMENT	700,000.00	C	CORRECTION
2025	2	25T033	DSS Overhead	10120000	52130		COMPUTER EQUIPMENT	260.00	C	KVM SWITCH
2025	2	25T033	DSS Overhead	10120000	54782		SOFTWARE ACCESSORIES	260.00	D	KVM SWITCH
2025	2	25T034	Personnel	10143000	54989		MISCELLANEOUS	700.00	D	PURCHASE LABOR LAW POSTERS
2025	2	25T034	Personnel	10143000	54640		EDUCATION AND TRAINING	700.00	C	PURCHASE LABOR LAW POSTERS
2025	2	25T035	Health - Recycling	10816000	54410		SUPPLIES AND MAT	300.00	C	SOLID WASTE CONFERENCE
2025	2	25T035	Health - Recycling	10816000	54640		EDUCATION AND TRAINING	300.00	D	SOLID WASTE CONFERENCE
2025	2	25T036	Health - Recycling	10816000	54410		SUPPLIES AND MAT	831.00	C	LAPTOP

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YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	2	25T036	Health - Recycling	10816000	52130		COMPUTER EQUIPMENT	831.00	D	LAPTOP
2025	2	25T038	Youth Court	10087000	52130	10184	COMPUTER EQUIPMENT	75.00	C	ADJ. FUNDS FOR PROJECTOR
2025	2	25T038	Youth Court	10087000	52140	10184	AUDIO VISUAL EQUIPMENT	75.00	D	ADJ. FUNDS FOR PROJECTOR
2025	2	25T039	ENGINEERING	10144000	52130		COMPUTER EQUIPMENT	1,922.00	D	TO PROP ALLOCATE COMPUTER EQUI
2025	2	25T039	ENGINEERING	10144000	54310		OFFICE SUPPLIES	1,922.00	C	TO PROP ALLOCATE COMPUTER EQUI
2025	2	25T040	Youth Bureau	10731000	52140		AUDIO VISUAL EQUIPMENT	110.00	D	PURCHASE PHOTO PRINTER
2025	2	25T040	Youth Bureau	10731000	54408	10114	SPECIAL PROJECTS	110.00	C	PURCHASE PHOTO PRINTER
2025	2	25T041	IT	10168000	54783		LICENSING SOFTWARE	2,525.46	D	COVER RENEWAL OF ACROBAT PRO
2025	2	25T041	District Attorney	10116500	54682		SPECIAL SERVICES	2,525.46	C	COVER RENEWAL OF ACROBAT PRO
2025	2	25T042	Tourism	10641000	54646		CONTRACTS	3,700.00	D	PAY FOR REV250 PROJECT
2025	2	25T042	Tourism	10641000	54664		ADVERTISING	3,700.00	C	PAY FOR REV250 PROJECT
2025	2	25T043	District Attorney	10116500	54683		INVESTIGATIONS	2,500.00	C	EXTERNAL HARD DRIVE
2025	2	25T043	District Attorney	10116500	52130		COMPUTER EQUIPMENT	2,500.00	D	EXTERNAL HARD DRIVE
2025	2	25T044	Youth Court	10087000	52130	10184	COMPUTER EQUIPMENT	50.00	C	PURCHASE LAPTOP CASE

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	2	25T044	Youth Court	10087000	54783	10184	LICENSING SOFTWARE	50.00	D	PURCHASE LAPTOP CASE
2025	2	25T045	Health Admin	10401000	54210		VEHICLE LEASING/RENTAL	785.00	C	PURCHASE TABLET FOR FRONT DESK
2025	2	25T045	Health Admin	10401000	52130		COMPUTER EQUIPMENT	785.00	D	PURCHASE TABLET FOR FRONT DESK
2025	2	25T046	DSS Overhead	10120000	54310		OFFICE SUPPLIES	70.00	C	FOR RESCUESTUFF
2025	2	25T046	DSS Overhead	10120000	54385		UNIFORMS	70.00	D	FOR RESCUESTUFF
2025	2	25T047	DSS Medicaid	10104000	54330		MEDICAL SUPPLIES	40.00	D	FOR FIRST AID KITS
2025	2	25T047	DSS	10101000	54310		OFFICE SUPPLIES	20.00	C	FOR FIRST AID KITS
2025	2	25T047	DSS	10101000	54330		MEDICAL SUPPLIES	20.00	D	FOR FIRST AID KITS
2025	2	25T047	DSS Admin	10102000	54310		OFFICE SUPPLIES	200.00	C	FOR FIRST AID KITS
2025	2	25T047	DSS Medicaid	10104000	54310		OFFICE SUPPLIES	40.00	C	FOR FIRST AID KITS
2025	2	25T047	DSS Overhead	10120000	54310		OFFICE SUPPLIES	60.00	C	FOR FIRST AID KITS
2025	2	25T047	DSS Overhead	10120000	54330		MEDICAL SUPPLIES	60.00	D	FOR FIRST AID KITS
2025	2	25T047	DSS Admin	10102000	54330		MEDICAL SUPPLIES	200.00	D	FOR FIRST AID KITS
2025	2	25T048	DSS Admin	10102000	54310		OFFICE SUPPLIES	675.00	C	FOR LASER JET

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	2	25T048	DSS Admin	10102000	52130		COMPUTER EQUIPMENT	675.00	D	FOR LASER JET
2025	2	25T049	Health - Recycling	10816000	54640		EDUCATION AND TRAINING	150.00	D	EDUCATION & TRAINING
2025	2	25T049	Health - Recycling	10816000	54410		SUPPLIES AND MAT	150.00	C	EDUCATION & TRAINING
2025	2	25T050	Health - Community Health Assessment Fed	26401001	54640	10217	EDUCATION AND TRAINING	2,000.00	D	HAZARDOUS WASTE OPERATIONS CERT
2025	2	25T050	Health - Community Health Assessment Fed	26401001	54311	10217	PRINTING AND FORMS	200.00	D	HAZARDOUS WASTE OPERATIONS CERT
2025	2	25T050	Health - Community Health Assessment Fed	26401001	54329	10217	PROMOTIONAL MATERIALS	200.00	C	HAZARDOUS WASTE OPERATIONS CERT
2025	2	25T050	Health - Community Health Assessment Fed	26401001	54320	10217	FOOD	200.00	D	HAZARDOUS WASTE OPERATIONS CERT
2025	2	25T050	Health - Community Health Assessment Fed	26401001	54330	10217	MEDICAL SUPPLIES	200.00	C	HAZARDOUS WASTE OPERATIONS CERT
2025	2	25T050	Health - Community Health Assessment Fed	26401001	54330	10217	MEDICAL SUPPLIES	700.00	C	HAZARDOUS WASTE OPERATIONS CERT
2025	2	25T050	Health - Community Health Assessment Fed	26401001	54410	10217	SUPPLIES AND MAT	2,000.00	C	HAZARDOUS WASTE OPERATIONS CERT
2025	2	25T050	Health - Community Health Assessment Fed	26401001	54385	10217	UNIFORMS	700.00	D	HAZARDOUS WASTE OPERATIONS CERT
2025	2	25T051	DSS Overhead	10120000	54310		OFFICE SUPPLIES	37.00	C	FOR WHITE NOISE MACHINE
2025	2	25T051	DSS Overhead	10120000	54410		SUPPLIES AND MAT	37.00	D	FOR WHITE NOISE MACHINE
2025	2	25T055	Mental Health Legal	10431000	54310		OFFICE SUPPLIES	20.00	C	REAPPRO FOR FIRST AID KIT

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT
2025	2	25T055	Mental Health Legal	10431000	54330		MEDICAL SUPPLIES	20.00	D	REAPPRO FOR FIRST AID KIT
2025	2	R#72/25	Contingency	10199000	54981		SUB CONTINGENCY	110,000.00	C	10120 NEW MEDICAL CONSULTANT
2025	2	R#72/25	Health Admin	10401000	58002		SOCIAL SECURITY	13,450.00	C	10116 INTRM COMM HEALTH VACANT
2025	2	R#72/25	Health Admin	10401000	58011		FLEX PLAN	1,084.00	D	10119 PUBLIC HEALTH DIRECTOR
2025	2	R#72/25	Health Admin	10401000	51000		PERSONNEL SERVICES	175,817.00	C	10116 INTRM COMM HEALTH VACANT
2025	2	R#72/25	Health Admin	10401000	58001		STATE RETIREMENT	2,346.00	D	10119 PUBLIC HEALTH DIRECTOR
2025	2	R#72/25	Health Admin	10401000	51000		PERSONNEL SERVICES	120,556.00	D	10119 PUBLIC HEALTH DIRECTOR
2025	2	R#72/25	Health Admin	10401000	58002		SOCIAL SECURITY	15,768.00	D	10119 PUBLIC HEALTH DIRECTOR
2025	2	R#72/25	Health Admin	10401000	58003		DISABILITY INSURANCE	182.00	D	10119 PUBLIC HEALTH DIRECTOR
2025	2	R#72/25	Health Admin	10401000	58004		WORKMENS COMPENSATION	256.00	D	10119 PUBLIC HEALTH DIRECTOR
2025	2	R#72/25	Health Admin	10401000	58006		DENTAL BENEFITS	687.00	D	10119 PUBLIC HEALTH DIRECTOR
2025	2	R#72/25	Health Admin	10401000	58007		LIFE INSURANCE	486.00	D	10119 PUBLIC HEALTH DIRECTOR
2025	2	R#72/25	Health Admin	10401000	58009		VISION	93.00	D	10119 PUBLIC HEALTH DIRECTOR
2025	2	R#72/25	Health Admin	10401000	51000		PERSONNEL SERVICES	85,556.00	D	10120 MEDICAL CONSULTANT

YEAR	PER	REF4	Org Description	ORG	OBJECT	PROJECT	Description	AMOUNT	DR/CR	COMMENT	
2025	2	R#72/25	Contingency	10199000	54980	.	CONTINGENCY	56,245.00	D	SAVINGS PUB HLTH DIR, MED CONS	
2025	2	R#72/25	Health Admin	10401000	58008		HEALTH PLANS	16,008.00	D	10119 PUBLIC HEALTH DIRECTOR	
										Debits	1,037,397.46
										Credits	1,037,397.46

#4e

2025 Contingency Report

		2,494,060.00
<u>Beginning Balance 1/1/25</u>		
Res29	Adjust personnel services to proper amounts	9,660.00
Res41	Reclass -Deputy Sheriff 1st Sgt.	7,037.00
Res72	Health department Personnel changes	56,245.00
25A024	Soil & Water Performance Measures- Part C	20,000.00
Subtotal General Contingency		\$ 2,587,002.00
Deductions:		
Res25	PCSEA ratification	(328,170.00)
Res82	East Branch Rd Pin 8763.60	(30,579.00)
Res83	Peekskill Hollow Rd Pin 8763.61	(29,437.00)
		(388,186.00)
Total		\$ 2,198,816.00
<u>Proposed Deductions:</u>		
25A027	CSEA Ratification	(1,381,346.00)
		(1,381,346.00)
Pending Balance 3/24/25		\$817,470.00

Note:

R= resolution

A= proposed budgetary amendment

2025 Subcontingency Report

4981- Subcontingency (Health)

Beginning Balance 1/1/25 **\$ 110,000.00**

Subtotal Subcontingency **\$ 110,000.00**

Deductions:

Res72 Medical Consultant **(110,000.00)**

Total **\$ (110,000.00)**

Proposed Deductions:

Pending Balance 3/24/25 **\$0.00**

Note:

R= resolution

A= proposed budgetary amendment

2025 Subcontingency Report

4985- Maintenance & Repairs

Beginning Balance 1/1/25 \$ 45,000.00

Subtotal Subcontingency \$ 45,000.00

Deductions:

25LT01 normal maintenance -nails, paint, plumbing supplies- Tilly (10,000.00)

25LT02 normal maintenance -nails, paint, plumbing supplies- Park (10,000.00)

Total (20,000.00)
\$ 25,000.00

Proposed Deductions:

Pending Balance 3/24/25 \$25,000.00

Note:

R= resolution

A= proposed budgetary amendment

2025 Subcontingency Report

4987- Subcontingency (Nursing,BES)

Beginning Balance 1/1/25 \$ 78,060.00

Subtotal Subcontingency \$ 78,060.00

Deductions:

Total 0.00
\$ 78,060.00

Proposed Deductions:

Pending Balance 3/24/25 0.00
\$ 78,060.00

Note:

R= resolution

A= proposed budgetary amendment

2025 Subcontingency Report

4993- Subcontingency (Cty Exec COLA)

Beginning Balance 1/1/25 **\$ 5,211.00**

Subtotal Subcontingency **\$ 5,211.00**

Deductions:

Total **0.00**
\$ 5,211.00

Proposed Deductions:

Pending Balance 3/24/25 **\$5,211.00**

Note:

R= resolution

A= proposed budgetary amendment

2025 Subcontingency Report

4996- Subcontingency (Outside Agencies)

Beginning Balance 1/1/25 **\$ 71,893.00**

Subtotal Subcontingency **\$ 71,893.00**

Deductions:

Total 0.00
\$ 71,893.00

Proposed Deductions:

25T064 Putnam Arts Council **(13,993.00)**

Pending Balance 3/24/25 (13,993.00)
\$57,900.00

Note:

R= resolution

A= proposed budgetary amendment

MICHAEL LEWIS
COMMISSIONER OF FINANCE




#5a
KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk

DATE: March 11, 2025

FROM: Michael J. Lewis, Commissioner of Finance 

SUBJECT: **Overtime/Temporary Help Recap for Audit and Administrative Committee Meeting**

2025 MAR 12 AM 10:35
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Please include the attached report in the Audit and Administrative Committee Agenda for its next meeting.

Enclosure

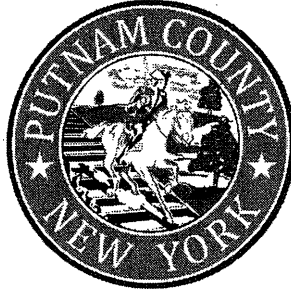
Overtime Temporary - RECAP - 2025

As of Date: March 11, 2025

Org Description	Org	Object	Project	Acct. Description	2024 Actual	2025 Original Budget	2025 Revised Budget	2025 Actual	2025 Distributed Budget	2025 Available	2025 Percent
Capital Projects - Interop. Public	53097000	51094	51601	TEMPORARY	33,626.25	0.00	0.00	13,151.25	0.00	(13,151.25)	100%
County Executive	10123000	51094		TEMPORARY	7,205.28	18,118.00	18,118.00	4,240.00	3,484.23	13,878.00	23.40%
District Attorney	10116500	51094		TEMPORARY	11,225.00	20,000.00	20,000.00	5,612.50	3,846.15	14,387.50	28.06%
DPW - County Snow	10514200	51093		OVERTIME	231,909.52	276,000.00	276,000.00	268,904.58	53,076.92	7,095.42	97.43%
DPW - State Snow	10514400	51093		OVERTIME	24,512.01	75,000.00	75,000.00	24,318.57	14,423.08	50,681.43	32.42%
DSS - Admin Support Collection	10108000	51093		OVERTIME	0.00	0.00	0.00	1,466.30	0.00	(1,466.30)	100%
Emergency Services - Dispatch	13398900	51093		OVERTIME	319,117.22	200,000.00	200,000.00	58,410.00	38,461.54	141,590.00	29.21%
Emergency Services - EMS	14398900	51094		TEMPORARY	18,377.75	25,000.00	25,000.00	9,265.25	4,807.69	15,734.75	37.06%
Finance	10131000	51093		OVERTIME	16,772.56	17,500.00	17,500.00	5,595.30	3,365.38	11,904.70	31.97%
Health - ATUPA	12023000	51094		TEMPORARY	439.95	1,200.00	1,200.00	429.25	230.77	770.75	35.77%
Health - ATUPA	12023000	51093		OVERTIME	2,484.56	7,000.00	7,000.00	2,729.81	1,346.15	4,270.19	39.00%
Health - Nursing	11401000	51093		OVERTIME	45,493.81	25,000.00	25,000.00	7,250.89	4,807.69	17,749.11	29.00%
Mental Health	10431000	51094		TEMPORARY	19,354.02	0.00	2,654.00	690.04	510.38	1,963.96	26.00%
Mental Health - Legal SPOA	10033000	51094		TEMPORARY	0.00	0.00	8,064.00	3,000.00	1,550.77	5,064.00	37.20%
Personnel	10143000	51093		OVERTIME	5,678.66	7,000.00	7,000.00	1,811.47	1,346.15	5,188.53	25.88%
Probation	10314000	51094		TEMPORARY	8,697.20	3,000.00	18,000.00	5,142.67	3,461.54	12,857.33	28.57%
Real Property	10135500	51094		TEMPORARY	1,361.25	0.00	0.00	2,745.00	0.00	(2,745.00)	100%
Sheriff - BCI- Homeland Sec.	32311000	51093	10177	OVERTIME	15,498.58	7,000.00	7,000.00	2,004.19	1,346.15	4,995.81	28.63%
Sheriff - Youth	16311000	51093		OVERTIME	282,710.22	207,000.00	207,000.00	53,346.87	39,807.69	153,653.13	25.77%

** New departments in bold.

MICHAEL J. LEWIS
Commissioner of Finance



cc: all
AKA #5b Rest

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment – 24A139**
DATE: March 18, 2025

At the request of the Commissioner of Finance, the following budgetary amendment is recommended.

GENERAL FUND:

<u>Increase Appropriations:</u> SEE ATTACHED SHEET	\$	4,026,461
<u>Increase Estimated Revenues:</u> SEE ATTACHED SHEET	\$	7,090,495
<u>Decrease Estimated Revenues:</u> SEE ATTACHED SHEET	\$	3,064,034

2025 MAR 18 PM 1:19
LEGISLATURE
PUTNAM COUNTY
CARROLL, NY

Fiscal Impact - 2024 - \$ 0
Fiscal Impact - 2025 - \$ 0

This budgetary is recommended to adjust budgets accordingly. This is year end budgetary journal entry #3 as per the attached spreadsheet.

FUND	DEPT	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	INCREASE APPROPRIATIONS	DECREASE APPROPRIATIONS	INCREASE ESTIMATED REVENUES	DECREASE ESTIMATED REVENUES	JUSTIFICATION
01	HEALTH	12401000	416031		FINE ATUPA	-	-	11,525.00	-	BUDGETARY SURPLUS
01	HEALTH	11024000	434011		ST AID PUBLIC HEALTH	-	-	11,556.00	-	BUDGETARY SURPLUS
01	OSR	10677400	447741		FED AID NUTRITION	-	-	11,936.00	-	BUDGETARY SURPLUS
01	HEALTH	12401003	416012	10056	PUBLIC WATER PROJECT FEES	-	-	12,125.00	-	BUDGETARY SURPLUS
01	DPW	10711000	420011		PARK AND RECREATION CHARGES	-	-	12,161.00	-	BUDGETARY SURPLUS
01	MH	10033000	444902		MA SAL SH	-	-	12,325.00	-	BUDGETARY SURPLUS
01	DPW	10084000	427011		REFUND OF PY EXPENDITURES	-	-	13,436.00	-	BUDGETARY SURPLUS
01	YOUTH BUREAU	10731000	438201		ST AID YOUTH PROGRAMS	-	-	14,655.00	-	BUDGETARY SURPLUS
01	MENTAL HEALTH	10431000	434873		MH ST LOCAL ASSISTANCE	-	-	15,975.00	-	BUDGETARY SURPLUS
01	OSR	10677800	438011		ST AID REC FOR ELDERLY	-	-	16,126.00	-	BUDGETARY SURPLUS
01	DA	10116502	43089E	10001	AID TO PROSECUTION GRANT	-	-	17,874.00	-	BUDGETARY SURPLUS
01	DSS-ADMIN	10601000	427701		UNCLASSIFIED	-	-	18,858.00	-	BUDGETARY SURPLUS
01	HEALTH	10405900	444512		EARLY INTERV LEIA	-	-	20,965.00	-	BUDGETARY SURPLUS
01	OSR	10677500	437751		STATE AID UNMET NEEDS	-	-	23,475.00	-	BUDGETARY SURPLUS
01	BES	14398900	412650		DEPT FEES OTHER	-	-	23,820.00	-	BUDGETARY SURPLUS
01	HEALTH	10405900	434492		STATE AID EI ADMIN	-	-	26,288.00	-	BUDGETARY SURPLUS
01	OSR	10677900	437720	10116	STATE AID OSR	-	-	26,388.00	-	BUDGETARY SURPLUS
01	PCSO	17311000	415890		OTHER PUBLIC SAFETY INCOME	-	-	26,648.00	-	BUDGETARY SURPLUS
01	CORRECTIONS	10315000	422641		PRISONER BOARD	-	-	26,700.00	-	BUDGETARY SURPLUS
01	DSS	10614100	418411		HEAP	-	-	28,795.00	-	BUDGETARY SURPLUS
01	HEALTH	12401000	416011		PUBLIC HEALTH FEES	-	-	29,934.00	-	BUDGETARY SURPLUS
01	CONSUMER AFFAIRS	10661000	425424		PLUMBING LICENSES	-	-	33,103.00	-	BUDGETARY SURPLUS
01	BES	13398900	411402		E911 CELLULAR SURCHARGE	-	-	35,385.00	-	BUDGETARY SURPLUS
01	DSS	10120000	436101	10130	ADM SOCIAL SERVICES	-	-	37,033.00	-	BUDGETARY SURPLUS
01	OSR	10677700	437761		COMMUNITY SERVICES STATE	-	-	37,097.00	-	BUDGETARY SURPLUS
01	DPW	10085000	424011		INTEREST & EARNINGS	-	-	37,403.00	-	BUDGETARY SURPLUS
01	CONSUMER AFFAIRS	10661000	425423		LICENCES HOME IMPROVEMENT	-	-	39,745.00	-	BUDGETARY SURPLUS
01	DSS	10611900	446191		FED AID CHILD CARE	-	-	56,880.00	-	BUDGETARY SURPLUS
01	HEALTH	12401002	422801	10050	NYC DEP	-	-	57,915.00	-	BUDGETARY SURPLUS
01	FINANCE	10131000	427011		REFUND OF PY EXPENDITURES	-	-	61,758.00	-	BUDGETARY SURPLUS
01	PURCHASING	10134500	426551		MINOR SALES OTHER	-	-	64,395.00	-	BUDGETARY SURPLUS
01	PCSO - PATROL	17311000	437897	10181	ST AID - SAMS GRANT	-	-	65,219.00	-	BUDGETARY SURPLUS
01	DMV/COUNTY CLERK	10141100	411360		AUTOMOBILE USE TAX	-	-	65,713.00	-	BUDGETARY SURPLUS
01	PURCHASING	10607000	446611		TITLE IVB 1&2	-	-	66,729.00	-	BUDGETARY SURPLUS
01	DPW	10085000	424011		INTEREST & EARNINGS	-	-	69,553.00	-	BUDGETARY SURPLUS
01	OSR	10677600	437771		EXPANDED IN HOME SERV STATE	-	-	70,831.00	-	BUDGETARY SURPLUS
01	DPW	10085000	411100		SALES & USE TAX	-	-	73,340.00	-	BUDGETARY SURPLUS
01	PCSO-Youth	16311000	422601		DEPUTY OUTSIDE SERVICES	-	-	78,389.00	-	BUDGETARY SURPLUS

FUND	DEPT	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	INCREASE APPROPRIATIONS	DECREASE APPROPRIATIONS	INCREASE ESTIMATED REVENUES	DECREASE ESTIMATED REVENUES	JUSTIFICATION
01	PROBATION	10331500	426151		STOP DWI FINES	-	-	93,429.00	-	BUDGETARY SURPLUS
01	BOARD OF ELECTIONS	10145000	43089N		TECH INNOV & ELECTION RESOURCES	-	-	103,720.00	-	BUDGETARY SURPLUS
01	DSS	10611900	436191		CHILD CARE	-	-	177,071.00	-	BUDGETARY SURPLUS
01	PLANNING	10802000	449895		FED AID-UPWP DATA MGMT	-	-	238,742.00	-	BUDGETARY SURPLUS
01	DPW	10085000	420031		PUT GOLF COURSE	-	-	245,752.00	-	BUDGETARY SURPLUS
01	DPW	10085000	420031	10149	PUT GOLF COURSE	-	-	247,567.00	-	BUDGETARY SURPLUS
01	DMV/COUNTY CLERK	10141100	412552		MOTOR VEHICLES FEES	-	-	359,553.00	-	BUDGETARY SURPLUS
01	DSS	10611900	423101		CONT FROM SCHL DISTRICTS	-	-	498,544.00	-	BUDGETARY SURPLUS
01	OUTSIDE AGENCIES	25117000	430251		ST AID INDIGENT LEGAL SERVICES	-	-	685,942.00	-	BUDGETARY SURPLUS
01	DSS	10605500	436551		DAY CARE	-	-	749,434.00	-	BUDGETARY SURPLUS
01	FINANCE	10131000	411100		SALES & USE TAX	-	-	796,733.00	-	BUDGETARY SURPLUS
01	PCSO	10311000	427151		PROCEEDS OF SEIZED ASSETS	-	-	1,541,955.00	-	BUDGETARY SURPLUS
01	FINANCE	10131000	424011		INTEREST & EARNINGS	-	-	-	3,064,034.00	ADJUST TO BUDGET
01	OUTSIDE AGENCIES - LEGAL AID	25117000	54950		COUNTY CONTRIBUTION	489,567.00	-	-	-	ADJUST TO BUDGET
01	DPW	10085000	54646	10149	CONTRACTS	30,039.00	-	-	-	ADJUST TO BUDGET
01	RR MAINTENANCE	10564000	54950		COUNTY CONTRIBUTION	20,077.00	-	-	-	ADJUST TO BUDGET
01	PCSO	32311000	58008		HEALTH PLANS	17,587.00	-	-	-	ADJUST TO BUDGET
01	PCSO	32311000	51010		RETRO	4,677.00	-	-	-	ADJUST TO BUDGET
01	PCSO	32311000	51096		HOLIDAY	3,500.00	-	-	-	ADJUST TO BUDGET
01	TRANSFER	10990100	59020	51622	TXFR TO CAP FUND	3,415.00	-	-	-	ADJUST TO BUDGET
01	PCSO-ADMIN	10311000	51096		HOLIDAY PAY	3,125.00	-	-	-	ADJUST TO BUDGET
01	DA	10116500	55314		CHGBK POSTAGE	3,012.00	-	-	-	ADJUST TO BUDGET
01	DPW-PARKS&REC	10711000	51093		OVERTIME	2,753.00	-	-	-	ADJUST TO BUDGET
01	DSS-Fraud	10110000	51000		PERSONNEL SERVICES	2,614.00	-	-	-	ADJUST TO BUDGET
01	DSS-CAC	22070000	58002		SOCIAL SECURITY	2,499.00	-	-	-	ADJUST TO BUDGET
01	OSR	10677201	58002	10194	SOCIAL SECURITY	2,399.00	-	-	-	ADJUST TO BUDGET
01	PCSO - CORRECTIONS	10315000	51091		PAY DIFFERENTIAL	2,185.00	-	-	-	ADJUST TO BUDGET
01	PCSO - COMMUNICATIONS	13311000	51096		HOLIDAY	2,000.00	-	-	-	ADJUST TO BUDGET
01	PCSO - DSS SECURITY	19311000	51096		HOLIDAY	2,000.00	-	-	-	ADJUST TO BUDGET
01	DSS - FAM ASST	10610900	436091		FAMILY ASSISTANCE	252,628.00	-	-	-	ADJUST TO BUDGET
01	DSS - FAM ASST	10610900	446091		FAMILY ASSISTANCE	191,197.00	-	-	-	ADJUST TO BUDGET
01	DSS - FAM ASST	10610900	418091		FAMILY ASSISTANCE	37,582.00	-	-	-	ADJUST TO BUDGET
01	FINANCE	10136200	410511		GAIN (LOSS) SALE OF TAX ACQ	2,241,062.00	-	-	-	AUCTION SALES
01	DSS	10607000	446702		PREVTANF	207,742.00	-	-	-	ADJUST TO BUDGET
01	FINANCE	10131000	427161		USE OF FUND BALANCE	504,801.00	-	-	-	ADJUST APPROPRIATED FB
TOTAL GENERAL FUND						\$ 4,026,461.00	\$ -	\$ 7,090,495.00	\$ 3,064,034.00	



*cc: all
Eco
AJA*

Reso

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DEPARTMENT OF FINANCE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Sheila M. Barrett, First Deputy Commissioner of Finance *SMB*
Re: Budgetary Amendment - **25A022**
Date: March 5, 2025

At the request of the Director of Tourism, the following budgetary transfer is required.

General Fund:

Increase Appropriations:

10641000.54664 Tourism - Advertising 9,192

Decrease Appropriations:

10641000.54328 Tourism - I LOVE NEW YORK 18,384

Decrease Estimated Revenues

10641000.437151 Tourism - State Aid - I LOVE NEW YORK 9,192

2025 MAR - 6 AM 10: 56
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

This Resolution is required to account for the 2025 I Love NY Program awarded to Putnam County. The county over match is requested to be transferred to the Advertising Line. Please forward to the appropriate committee.

Fiscal Impact - 2025 - \$ 0
Fiscal Impact - 2026 - \$ 0

Please forward to the appropriate committee.
Approved:

Kevin M. Byrne
County Executive

Kevin Byrne
County Executive

PUTNAM COUNTY
40 Glenside Avenue
Carmel, New York 10512
(845) 808-1001 Fax (845) 808-1901
www.putnamcountyny.gov

Tara Keegan
Tourism Director



MEMORANDUM

To: Michael Lewis, Commissioner of Finance
From: Tara Keegan, Director of Tourism
Date: March 6, 2025
Subject: Budgetary Request – Department of Tourism

The Department of Tourism is requesting an adjustment to the allocation of funds of our I Love NY Budgetary Line (Line No. 10641000.54328). I Love NY reduced our funding. We would like to request a transfer of \$9,192.00 which is the County portion to be moved to our Advertising line (Line No. 10641000.54664). This request would have no fiscal impact as this money has already been allocated to our budget.

Thank you for your time and consideration of this request.



Tara Keegan, Director of Tourism

Sheila Barrett

From: Tara Keegan
Sent: Tuesday, March 4, 2025 8:51 AM
To: Sheila Barrett
Cc: Tracey Walsh
Subject: RE: 2025 I Love NY

Good Morning Sheila,

As discussed last night, yes please take the transfer down to \$9,192.00. We need to match accurately to I Love NY.

Best,
Tara

Sincerely,

Tara Keegan



Tara Keegan

Director • Putnam County Tourism

PHONE | 845.808.1015 Ext. 49394 • WEBSITE | visitputnam.org

PUTNAM COUNTY GOVERNMENT NEW YORK

"Empowering Putnam County through dedicated service."

#DiscoverPutnam

From: Sheila Barrett <sheila.barrett2@putnamcountyny.gov>
Sent: Monday, March 3, 2025 2:17 PM
To: Tara Keegan <Tara.Keegan@putnamcountyny.gov>
Subject: 2025 I Love NY

Hi Tara,

I am working on the entry for 2025 I Love NY.

You requested a transfer for \$9,679; however the shortage in funding was \$9,192.

I believe that we should take the transfer down to the \$9,192 if you agree.

Let me know.

Sheila

Sheila Barrett
First Deputy Commissioner of Finance
Putnam County
40 Gleneida Avenue

MICHAEL J. LEWIS
Commissioner of Finance



cc: all
Phys
A&A

Reso
#50

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Amendment – 25A023**
DATE: March 11, 2025

2025 MAR 13 PM 2:14
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner of Planning, the following budgetary amendment is recommended.

CAPITAL FUND:

INCREASE APPROPRIATIONS:

55997000 53000 52009 CAPITAL EXP - TRANSIT FACILITY REHAB \$ 551,037.00

INCREASE ESTIMATED REVENUES:

55997000 435974 52009 STATE AID - MEP FUNDING \$ 551,037.00

2025 Fiscal Impact \$ 0

2026 Fiscal Impact \$ 0

Please refer to the attached memorandum from the Commissioner of Planning for further explanation.

Please forward it to the appropriate committee.



Putnam County
Department of Planning, Development,
and Public Transportation

www.putnamcountyny.com

841 Fair Street
Carmel, NY 10512

Phone: (845) 878-3480

Fax: 845) 808-1948

TO: Michael Lewis, Commissioner of Finance

FROM: Barbara Barosa, AICP, Commissioner
Department of Planning, Development and Public Transportation

DATE: March 11, 2025

RE: Budgetary Amendment for NYSDOT Contract K007559

The Department of Planning, Development & Public Transportation recently executed a NYSDOT Contract (Contract K007559). While much of the funding has already been accounted for as the State 10% match to our Section 5307 funding, there is new MEP funding that requires a budgetary amendment. All of this new MEP funding (shown below) is for various Transit Facility Rehabilitation projects, Account line 52009, totaling \$551,037, all of which is 100% State funding with no local impact.

8TM1.28.002 Bus Support Equip / Facilities Rehab Security TC-22-PUT-01 \$93,893.00 MEP
8TM1.28.003 Bus Support Equip / Facilities Purchase Bus Lifts TC-22-PUT-01 \$112,671.00 MEP
8TM1.28.004 Bus Support Equip / Facilities Purchase Bus Lifts TC-23-PUT \$170,000.00 MEP
8TM1.28.005 Bus Electrification / Power Dist. Purchase EV Ch TC-23-PUT \$36,564.00 MEP
8TM1.28.006 Bus Support Equip / Facilities Rehab HVAC TC-21-PUT-01 \$137,909.00 MEP

Therefore, I kindly request that the above budgetary amendment be prepared. Thank you in advance for your assistance in this matter.

MASS TRANSPORTATION CAPITAL PROJECT AGREEMENT

COMPTROLLER'S CONTRACT NO. **K007559**

Contract Period: **4/1/2023 – 3/31/2028**

This Agreement is made by and between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"),

and the

Putnam County (the Grantee) with its offices at
40 Gleneida Avenue, Carmel, New York 10512-1705

This agreement identifies the party responsible for administration, and establishes the method or provision for funding, of applicable phases of mass transportation capital project(s) to support public transportation systems, as more fully described by Schedule A annexed to this agreement, or one or more duly executed and approved Supplemental Schedules A to this agreement. The amount of NYSDOT's grant pursuant to this agreement shall be limited to reimbursement of Project Eligible Costs actually incurred, in no event to exceed **\$2,025,561** (the "Grant")

WITNESSETH:

WHEREAS, the following appropriation by the legislature moneys therein shall be utilized for the design, construction, reconstruction, replacement, purchase, modernization, improvement, reconditioning, preservation and maintenance of mass transit facilities, vehicles and rolling stock; and

WHEREAS, pursuant to appropriation or reappropriation the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by Grantees, regional public transportation authorities, and mass transit systems;

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Grantee are desirous of progressing the Project(s);

WHEREAS, the Grantee by duly adopted Resolution approved the Project(s), the Grantee's entry into this Agreement and authorized the appropriate official of the Grantee to execute this Agreement and the applicable Schedule A on behalf of the Grantee (a copy of such Resolution is attached hereto and made a part of this Agreement);

Check if your municipality has received a Pro-Housing Community Program Certification from the Division of Housing and Community Renewal .

WHEREAS, pursuant to Executive Order 30 NYSDOT must give priority among for funding to those applications made by Certified Localities and further prioritize among Certified Localities based upon their tier of Pro-House Community Program Certification; and

Check if State-administered Federal Aid (§5311) is applicable .

WHEREAS, pursuant to Highway Law §80(1) NYSDOT may, in accordance with State appropriations therefore, use federal aid for the purchase of buses or any other passenger equipment, the construction of exclusive or preferential bus passenger loading areas and facilities (including shelters) and for any mass transit purpose as is allowed by federal law respecting such funds; and

WHEREAS, the State has appropriated or reappropriated federal aid monies for the Project(s)

Check if Rebuild and Renew New York Transportation Bond Act of 2005 is applicable

WHEREAS, Article 22 of the Transportation Law authorizes the NYSDOT Commissioner to implement the Rebuild and Renew New York Transportation Bond Act of 2005 which funds the Transit Clean Fuel Vehicle Initiative; and

WHEREAS, pursuant to appropriation or reappropriation from the Rebuild and Renew New York Transportation Bond Act of 2005, the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

WHEREAS, the Sponsor attests that the Project has a useful service life of at least 10 years, and

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement Form - this document titled "Mass Transportation Capital Project Agreement";
- Schedule A – Project(s) Description, Funding and Development Schedule;
- Exhibit A - Work Requirements
- Exhibit B – Grantee Record Keeping Guidelines
- Exhibit C (if applicable) - FTA Circular C 4220.1F – Third Party Contracting (included by reference)
- Appendix A - Standard Clauses for All New York State Contracts
- Appendix A-1 Supplemental Title VI Provisions (Civil Rights Act)
- Appendix B - U.S. Government (FTA) Required Clauses
- Grantee Resolution (if applicable) - duly adopted grantee resolution(s) authorizing the appropriate official of the Grantee to execute this Agreement on behalf of the Grantee and appropriating or otherwise providing the funding required therefor.
- If Pro-Housing Community Program Certification is applicable, as designated on page 1, then the Division of Housing and Community Renewal certification, documentation and requirements are incorporated by reference.
- If State-Administered Federal Aid (§5311) is applicable, as designated on page 1, then the Federal §5311 Capital Project Application, approved by NYSDOT, and respective Federal Eligibility Requirements, are incorporated by reference.
- If “Rebuild and Renew New York Transportation Bond Act of 2005” is applicable, as designated on page 2, then the final approved Bond Application and State

Requirements are incorporated by reference.

2. *Work, Maintenance and Operation:* Grantee shall render all services and furnish all materials and equipment necessary to complete the Project described in Schedule A, and shall fund all costs attendant such completion. Grantee shall perform its work in accordance with the Work Requirements set forth in Exhibit A annexed hereto. Upon Project completion, Grantee will operate and maintain the Project at no expense to NYSDOT and, during the useful life of the Project according to federal guidelines, Grantee shall not discontinue operation, or dispose of the Project without the prior written approval of **NYSDOT**.

3. *State-Aid.* NYSDOT will reimburse the State-Aid portion described in Schedule A in the manner described below.

3.1.1 *State Aid-Eligible Costs.* State Aid-Eligible Project costs include costs of design, engineering, acquisition, demolition, construction, repair, reconstruction, renovation, equipment and other directly related Project costs identified for such State aid in Schedule A hereof.

3.1.2 *Participating Items.* NYSDOT shall apply state funds only for that work and those items that are eligible for State participation under the State Finance Law §89-c. Included among the participating items are the actual cost of Grantee employee personal services, leave and fringe benefit additives directly related to performing the project Other participating costs include fees to consultants and professionals retained by the Grantee for planning, designing, managing, and performing the Project.

3.1.3 *Periodic Reimbursement.* Except where the Grantee proceeds or has proceeded without an agreement with NYSDOT, if the Grantee finds it desirable to have reimbursement made periodically, upon the request and certification therefor by the Grantee, NYSDOT may make progress payments based on billings prepared and submitted by the Grantee in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT or FTA. The

Grantee must certify as part of each grantee payment request that the payment requested does not duplicate reimbursement of costs and services received from other sources or previous payment requests. These payments shall be made as moneys become available therefor.

3.2 *State Administered Federal Aid Eligible Project Costs.* Where the State administers Federal aid to the Grantee as set forth in Schedule A, or one or more supplemental Schedules A, consistent with the provisions of FTA Circular 9040.1G and State policy governing the administration of the FTA Section 5311 Program, eligible reimbursable Federal share of eligible facilities and equipment shall not exceed 80% of the net project cost, except for bicycle facilities projects and facility construction or rehabilitation required to comply with the Americans with Disability Act of 1990 or the Clean Air Act, which may have up to a 90 percent Federal share. For work performed by or through the Grantee, NYSDOT will reimburse federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

3.3 *Debt Service.* Federal aid or State aid funds shall **not** be used to pay for interest, issuance costs or reserves in connection with the issuance of debt to fund the Project, but may repay principal indebtedness incurred to fund Eligible Project costs, which debt shall then be retired, redeemed or deceased in the amount of such repayment(s) by the issuer thereof.

3.4 In no event shall this Agreement create any obligation to the Grantee for funding or reimbursement of any amount in excess of the amount stated in Schedule A or duly executed Supplemental Schedules A for the State Share and any applicable Federal aid funded under this Agreement (Schedule A may show State, local or other funds required for the project that are not funded under this Agreement, and are otherwise the responsibility of the Grantee to provide to the Project).

3.5 All items included by the Grantee in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT (See **EXHIBIT B**) and the FTA. Such items shall be subject to audit by the State and the FTA.

3.6 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect, such payment the reimbursement to the Grantee provided for in 3 may be reduced by NYSDOT by the amounts thereof.

4. *Supplemental Agreement or Supplemental Schedules.* Supplemental Agreements or Supplemental Schedules under a NYSDOT Supplemental Cover Agreement may be entered by the parties, and must be approved in the manner required for a State contract. Supplemental Schedule shall be defined as “a schedule that increases the maximum amount of the Agreement stated on Page 1”, and must be approved in the manner required for a State contract. Any attachment(s) to Schedule A shall be

defined as “fund allocation not in excess of the maximum amount for the Agreement stated on Page 1.” An Attachment to Schedule A is not subject to the approval in the manner required for a State contract.

5. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Grantee any moneys paid to the Grantee pursuant to this Agreement which are subsequently determined to be ineligible for State Aid or applicable Federal Aid hereunder.

6. *Failure to Diligently Progress Project or Loss of State or Federal Participation.* If NYSDOT determines that the Grantee has failed to diligently progress the project, or in the event the Grantee withdraws its approval of the project, or the Grantee suspends or delays work on the Project such that it can not be reasonably completed, or takes other action that results in the loss of state participation and/or federal participation, including the loss of State administration of Federal aid to the Grantee, for the costs incurred pursuant to this agreement, the Grantee shall refund to the State all reimbursements received from or through the State. The State may offset any other State aid due to the Grantee by such amount and apply such offset to such repayment obligation of the Grantee.

7. *Grantee Liability.*

7.1 If the Grantee performs work under this agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Grantee, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Grantee specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 The Grantee shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Grantee by its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Grantee's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8. *Project Maintenance and Operation: No Charter or Exclusive School Bus Use.* Upon Project completion the **Grantee** shall provide for the maintenance and operation of the Project facilities and equipment for the purpose of providing safe and efficient public transportation, and such operation and maintenance shall not be terminated without prior written authorization from **NYSDOT**. Project equipment shall not be used in charter bus service in competition with private bus operators or for exclusive school bus use, except as provided by **NYSDOT** and/or FTA rules and regulations.

8.1 Disposition or Encumbrance of Project. Grantee will not dispose of or encumber the Project or cause the Project to be withdrawn from mass transportation service during its useful life, as defined in Schedule A, without the prior approval of NYSDOT, which approval is reserved for the purposes of assuring compliance with: NYSDOT or Grantee assurances or certifications to the FTA in connection with any FTA funding of the Project(s) made hereunder; and/or Project restrictions that may apply should the State funding of this agreement be made from the proceeds of debt obligations. For any State administered Project with FTA funding, any such NYSDOT approved disposition shall be consistent with Federal Law and FTA rules, regulations, circulars and guidance relating to disposition or encumbrance of Federally-funded projects. For any agreement, or portion of any agreement, funded with appropriations which are based solely on matching Federal transportation funding, NYSDOT will approve such disposition or encumbrance consistent with the actions taken by the FTA and/or Federal Highway Administration. For any project funded solely with State funds, NYSDOT actions regarding disposition or encumbrance shall be consistent with State laws, regulations and procedures.

9. *Independent Contractor.* The officers and employees of the Grantee, in accordance with the status of the Grantee as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purposes hereof.

11. *Assignment or Other Disposition of Agreement.* The Grantee agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

12. *Term of Agreement.* As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect for the contract period as first written above so long as the State aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or

availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefore are eventually enacted.

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Grantee assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this agreement.

14. *Ethics Considerations.* In addition to **Grantee's** conforming with the any applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the grant made hereunder, no member of **Grantee's** governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, **Grantee** shall disclose such relationship to **NYSDOT** and shall obtain prior written approval therefor from **NYSDOT**.

15. *NYSDOT Performance Review.* The Commissioner may review the **Grantee's** performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by **NYSDOT** representatives to the Project and/or the offices of **Grantee**. **Grantee** shall at all times make available its employees, records and facilities to authorized **NYSDOT** representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of **Grantee's** performance of the Project, its use and operation.

16. *Notice of Governmental Audit.* **Grantee** shall notify **NYSDOT** of any audit by any governmental agency of any projects, operations or reports of **Grantee** within five (5) days of receiving information relating thereto.

17. *Inspection and Audit.* **Grantee** shall permit the authorized representative of **NYSDOT** and/or the State Comptroller to inspect and audit all books, records and accounts of **Grantee** pertaining to the Project under this Agreement. **Grantee** shall maintain records relating to this Agreement in accordance with the Records requirements of Appendix A.

18. *SEORA.* **Grantee** shall comply with the requirements

of the State Environmental Quality Review Act ("SEQRA"). **Grantee**, if a unit of government, shall be the "lead agency" for SEQRA purposes. If **Grantee** is not a unit of government, a governmental unit with jurisdiction shall be the "lead agency" or, on the application of **Grantee** and agreement to pay the costs thereof, **NYSDOT** may elect to be "lead agency".

19 *Required Clauses.* Attached hereto and made a part of this agreement, as if set forth fully herein as Appendix A, Standard Clauses For All New York State Contracts and Appendix B, U.S. Government Required Clauses. For State administered Federal aid projects funded through this Agreement, the Grantee will fulfill and comply with the requirements of the Final Approved Federal §5311 Capital Project Application, inclusive of provisions required in connection with Federal aid.

20. NOTICES

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

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

State of New York Department of Transportation

Name: Public Transportation Bureau

Address: POD 5-4, 50 Wolf Rd, Albany NY 12232

Telephone Number: 518-457-8335

E-Mail Address: PublicTransportation@dot.ny.gov

Putnam County

Name: Honorable Kevin M. Byrne

Title: County Executive

Agency: Putnam County Executive Office

Address: 40 Gleneida Avenue, Carmel, New York 10512-1705

Telephone Number: (845) 808-1000

Unique Entity ID: GLN9KUJQKBB8

E-Mail Address: kevin.byrne@putnamcountyny.gov

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

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

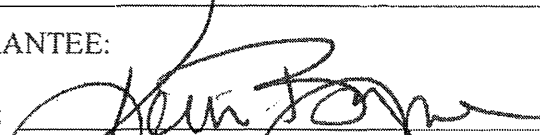

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

21. CONTRACT PAYMENTS

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

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials as of the date first above written.

<p>GRANTEE:</p> <p>By: <u></u></p> <p>Title: <u>County Executive</u></p> <p>Print Name: <u>Kevin M. Byrne</u></p> <p>Date: <u>12/6/24</u></p>	<p>NYS DOT:</p> <p>By: <u></u></p> <p>For Commissioner of Transportation Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.</p> <p>Date: DEC 30 2024</p>
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<p>APPROVED AS TO FORM:</p> <p>State of New York Attorney General</p> <p>By: _____</p> <p>Date: _____</p>	<p>APPROVED:</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p style="text-align: center;">APPROVED DEPT. OF AUDIT & CONTROL</p> <p style="text-align: center;">Jan 27 2025 Paul A. Bachman</p> </div> <p>Comptroller</p> <p>By: _____</p> <p>Date: _____</p> <p style="text-align: center;">FOR THE STATE COMPTROLLER</p> <p style="text-align: center;">Pursuant to State Finance Law §112.</p>
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CONTRACT No: K007559

STATE OF NEW YORK)
) ss.:
 COUNTY OF Putnam)

On this 6th day of December, 2024 before me personally came Kevin M. Byrne to me known, who, being by me duly sworn did depose and say that he/she resides at Mahopac, NY; that he/she is the County Executive of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the Legislature of said Municipal/Sponsor Corporation; and that he/she signed his/her name thereto by like order.


 Notary Public

JENNIFER L CARUSO
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 02CA6395487
 Qualified in Putnam County
 My Commission Expires September 15, 2027

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**PROJECT AGREEMENT
SCHEDULE A Dated**

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

Putnam County

Comptroller's Contract #: K007559 Contract period: 4/1/2023 to 3/31/2028

AGREEMENT PURPOSE: Main Agreement Supplemental Schedule Administrative Correction

GENERAL PROJECT DESCRIPTION

SFY 2324 Urban Master Grant Agreement

PROJECT LOCATION/JURISDICTION or SERVICE AREA

Putnam County

PIN	Project	Award ID:	DOT Rev	Estimated Project Cost	Federal Share	Admin/ Direct - **	%	*State Share	%	Local Share	%	Source State Approp	Project End Date	Useful Life
8756.84.001	Maybrook Bikeway II - Phase A	NY-2022-035-00	0 - 0	\$650,000.00	\$520,000.00	Direct	80	\$65,000.00	10	\$65,000.00	10	Omnibus	12/2022	20
8756.84.001	Maybrook Bikeway II - Phase A	NY-2023-063-00	0 - 0	\$750,000.00	\$600,000.00	Direct	80	\$75,000.00	10	\$75,000.00	10	Omnibus	12/2022	20
8756.84.001	Maybrook Bikeway II - Phase A	NY-2021-035-00	0 - 0	\$1,471,002.00	\$1,176,802.00	Direct	80	\$147,100.00	10	\$147,100.00	10	Omnibus	12/2022	20
8TM0.66.001	Replacement Bus <30ft	NY-2023-063-00	0 - 0	\$101,631.00	\$81,305.00	Direct	80	\$10,164.00	10	\$10,162.00	10	Omnibus	12/2024	7
8TM0.66.002	Trolley Replacement	NY-2023-063-00	0 - 0	\$98,787.00	\$79,030.00	Direct	80	\$9,879.00	10	\$9,878.00	10	Omnibus	12/2024	10
8TM0.66.002	Trolley Replacement	TC-20-PUT-	0 - 0	\$137,909.00	\$0.00	Direct	0	\$137,909.00	100	\$0.00	0	Transit - MEP	12/2024	10
8TM0.66.003	2 Expansion Vans	NY-2023-063-00	0 - 0	\$150,000.00	\$120,000.00	Direct	80	\$15,000.00	10	\$15,000.00	10	Omnibus	10/2024	4
8TM0.82.003	Trolley Expansion	NY-2023-063-00	0 - 0	\$251,672.00	\$201,337.00	Direct	80	\$25,168.00	10	\$25,167.00	10	Omnibus	12/2024	10
8TM0.82.004	2 Vans Expansion	NY-2023-063-00	0 - 0	\$150,000.00	\$120,000.00	Direct	80	\$15,000.00	10	\$15,000.00	10	Omnibus	12/2024	4
8TM1.28.002	Bus Support Equip / Facilities Rehab Building Se	TC-22-PUT-01	0 - 0	\$93,893.00	\$0.00	Direct	0	\$93,893.00	100	\$0.00	0	Transit - MEP	12/2024	15
8TM1.28.003	Bus Support Equip / Facilities Purchase Bus Lifts	TC-22-PUT-01	0 - 0	\$112,671.00	\$0.00	Direct	0	\$112,671.00	100	\$0.00	0	Transit - MEP	12/2024	20
8TM1.28.004	Bus Support Equip / Facilities Purchase Bus Lifts	TC-23-PUT-	0 - 0	\$170,000.00	\$0.00	Direct	0	\$170,000.00	100	\$0.00	0	Transit - MEP	12/2024	20
8TM1.28.005	Bus Electrification / Power Dist. Purchase EV Ch	TC-23-PUT-	0 - 0	\$36,564.00	\$0.00	Direct	0	\$36,564.00	100	\$0.00	0	Transit - MEP	12/2024	10
8TM1.28.006	Bus Support Equip / Facilities Rehab HVAC	TC-21-PUT-01	0 - 0	\$137,909.00	\$0.00	Direct	0	\$137,909.00	100	\$0.00	0	Transit - MEP	12/2024	15
STRM.61.002	2023 Project Administration	NY-2023-063-00	0 - 0	\$100,000.00	\$80,000.00	Direct	80	\$10,000.00	10	\$10,000.00	10	Omnibus	12/2024	10
STRM.61.00A	2022 Project Administration	NY-2022-035-00	0 - 0	\$100,000.00	\$80,000.00	Direct	80	\$10,000.00	10	\$10,000.00	10	Omnibus	12/2024	10
Agreement Total:				\$4,512,038.00	\$3,058,474.00			\$1,071,257.00		\$382,307.00				

* With NYS DOT concurrence, the state shares may be interchanged among PINs within the Schedule and total State share

** If DOT-PAY is issued under the Admin/Direct column, then the Federal Dollars for that row is not included in the Federal Share of the Agreement.

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EXHIBIT A
Work Requirements for Mass Transportation Capital Project Agreement

The work of the project shall be performed in accordance with the following requirements:

1. Plans, Specifications and Estimates, Contracts, and Construction
 - a. The Grantee shall comply with all applicable statutes, permits, ordinances, rules and regulations relative to the development of the project including those for projects which may have a significant effect on the environment (e.g. the National Environmental Policy Act ("NEPA") and State Environmental Quality Review Act, significant effect on agricultural districts (Agriculture and Markets Law, Article 25AA), the preservation of historic structures, the quality of water and potential for flood hazards and losses (Environmental Conservation Law, Articles 8 and 36) and certify such compliance in a form acceptable to NYSDOT.
 - b. Contract work with any person, firm, corporation or agency, either governmental or private, to accomplish the Project will be in accordance with applicable State and Federal law.
 - c. The Grantee shall design and construct the Project, or cause it to be designed and constructed, in accordance with Federal and State design standards and conditions under the supervision of a professional engineer, or architect or other professional.
 - d. All construction work shall be performed with construction materials and construction methods in accordance with contract specifications contained in bid package, contract award package, and any and all approved contract modifications. Construction supervision work shall be performed by the Grantee or by contract.
 - e. The record sampling program, independent testing and quality assurance procedures applicable to federal-aid Projects performed by the Grantee shall be in accordance with the Project specifications whether or not such procedures are required for the receipt of Federal-Aid.
 - f. Any contract plans and specifications shall be stamped with the seal of a professional engineer licensed in this State and shall be signed by such professional engineer, or shall be signed by such other professional licensed in this State. The plans and specifications shall be filed with NYSDOT. The plans, specifications and estimate package for the project shall be submitted to NYSDOT for review, comment and notice to the Grantee to proceed to letting construction of the project.
 - g. The Grantee shall submit plans, specifications, designs, estimates, contract modifications, contract award documents, and other project related documents and information in a manner consistent with the NYSDOT *Design and Construction Oversight Process* for mass transportation capital construction projects.
 - h. The contract between the Grantee and its contractor(s) must comply in every way with applicable Federal laws, rules, regulations and, whether or not otherwise required for federal aid for the Project, the Federal-Aid Policy Guide (FPG) NYSDOT shall not be a party to any such third party contract.
2. Procurement: Whether or not otherwise required for federal aid for the Project, the Grantee must adhere to the requirements of Federal Transit Administration Circular FTA C 4220.1D as reproduced below, or as revised, for the solicitation, award and administration of its' third party contracts.
3. Contract Letting and Award: As required by law construction contract lettings, construction contract awards, and any and all third party contract awards funded as part of this Project shall be based on a competitive process, and shall require prior approval of NYSDOT in the following manner:
 - a. Prior to advertising for bids, one copy each of the proposed construction contract, plans, specifications and all related bidding documents shall be submitted upon request to NYSDOT for its approval prior to such advertisement. The bid invitation and the contract to be let shall contain a statement that the contract will be awarded by the Grantee subject to the approval of NYSDOT.
 - b. Advertisement must be placed in newspapers, bulletins, trade journals and/or minority publications *for a minimum of three weeks* to insure free and open competition, unless a different period is approved, in writing, by NYSDOT.
 - c. After the bid opening and before award, the following contract award package shall be maintained, and shall be submitted to NYSDOT for their approval upon request:
 - (1) Proof of publication of advertising for bids.
 - (2) Certification of all bids received with tabulation of up to six lowest.
 - (3) Copy of the proposal signed by the bidder selected for award of the contract.
 - (4) If the award is not to be made to the lowest bidder, a statement of explanation.

EXHIBIT A

Work Requirements for Mass Transportation Capital Project Agreement

- (5) Bid amount broken down by fiscal shares.
- (6) Competitive bidding statement.
- (7) Recommendations for award.
- (8) Analysis of low bid, including identification of unbalanced bids.
- (9) Certification of quantities of items bid 25% or greater over the engineer's estimate.
- (10) Non-collusive Bidding Certification.
- (11) Bidder Debarment History Certification.
- (12) For contracts over \$500,000 or as otherwise required:
- (13) Schedule of proposed DBE participation; and
- (14) NYS Uniform Contracting Questionnaire (CCA-1).

The Grantee shall award the contract and file an executed copy thereof with NYSDOT.

- 4. **Contract Modification:** The Grantee shall provide, in a manner determined by NYSDOT, any and all contract modification documentation and requests for NYSDOT review and approval. NYSDOT approval of any contract modification is required for the Grantee to receive State funding, and/or State-administered Federal Aid as applicable, for any cost increase contained in such contract modification.

EXHIBIT B

Grantee Record Keeping Guidelines

The work of the project shall be performed in accordance with the following requirements:

1. *Progress Billings.* After approval of the Agreement, the Grantee may submit progress billings to NYSDOT for the State funding, and any applicable State-administered Federal share of approved costs shall be supported as follows:
 - a) Contracts/Consultant Agreements - Separate invoices or billings are required for each contract, each consultant agreement, and for work performed by Grantee employees. Billings for payments made on contracts or consultant agreements will be made on NYSDOT's Form A, as it may be amended, or other form or manner as acceptable to NYSDOT, and shall be supported by a copy of the applicable payment estimate(s) for contracts or consultant agreements.
 - b) Work by Grantee Employees - Billings for Grantee employees will be on NYSDOT's Form A, as it may be amended, or other form or manner as acceptable to NYSDOT, and shall be supported by an Engineer's Payroll Abstract for the period(s) covered by the billings, copies of payroll time sheets for the applicable billing period and copies of paid invoices or supporting documents for all non-personal service cost items in excess of \$250. Only those direct Project costs as defined in applicable regulations can be included in billings. The supporting documents for personal service and non-personal service costs are to include payroll time sheets, engineer=s payroll abstract leave and fringe benefit additives, and documented non-personal service costs.
 - c) NYSDOT will reimburse Grantee personal service, fringe benefits, non-personal service and related costs which are clearly identifiable to a specific project.
2. *Project Detail Ledgers.* For audit purposes, a Project Detail Ledger is required as the official accounting record of the Grantee to record and accumulate all cost transactions applicable to the Project. All costs recorded on the Project Detail Ledger should be for 100% of such costs without reduction for the non-Federal share, State funding, and for any applicable Federal share.

Every transaction listed on the Project Detail Ledger will be recorded in the same level of detail as the total from each supporting source document (no summarization of source document amounts). All transactions listed on the detail ledger will identify the source document for the transaction by referencing contract/estimate numbers, social security numbers (for time sheets and employee reimbursements), vendor or payee numbers for vouchers, etc. The applicable accounting system record date will also be included for each transaction, i.e. - pay period dates for time sheets, or voucher approval or date paid for payments to the consultant, employee reimbursements, etc.

The ledgers for the Project will include totals for all transactions recorded during: (1) each accounting month, (2) the fiscal year of the Grantee, and (3) for the Project life to date.
3. *Source Documents.* The Grantee will retain an official copy of consultant estimates, payroll time sheets, employee travel claims and all other original source documents for transactions listed on the Project Detail Ledger. These will be systematically filed in an order that will facilitate retrieval. All expenditure vouchers or other cost documents must also be traceable through the Grantee's disbursement process to copies of warrants or checks issued and to corresponding documentation maintained in the official accounting records of the Grantee's central finance office.
4. *Audit/Disallowances.* Project costs claimed or previously reimbursed that cannot be supported as outlined herein, are subject to audit disallowance by NYSDOT, the State Comptroller, Federal Transit Administration, and/or the U.S. Department of Transportation, Officer of the Inspector General. Amounts paid to the Grantee by NYSDOT that are subsequently disallowed by the Federal Government are subject to recovery by NYSDOT from the Grantee, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other Project

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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

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

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

APPENDIX B

U.S. GOVERNMENT (FTA) REQUIRED CLAUSES

For any conditions imposed upon a “contractor” or “subcontractor”, it shall be the recipient’s responsibility to notify and impose applicable requirements upon any such contractor or subcontractor. Notwithstanding the foregoing, other requirements applicable to the recipient or subrecipient may also apply to a contractor or subcontractor, or any other third party, for which the recipient or subrecipient shall also be responsible for imposing any such condition.

Any use of “recipient” or “subrecipient” shall mean the grant recipient of the associated agreement to which this appendix is incorporated and applies. Such terms are interchangeable and may be used contemporaneously. A recipient or subrecipient shall impose any requirements of this appendix, or associated agreement, to any sub-awardee.

Any use of “Sub-agreement” or “Sub-grant” shall mean an agreement through which the Recipient awards federal assistance to a Sub-grantee(s) to support or stimulate any of the Recipient’s or Sub-grantee(s) Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third-party contract, third-party subcontract, or lease.

Any use of “Sub-awardee” shall mean any entity or person that receives federal assistance from the FTA through an associated agreement, but is not a direct recipient of fund from, or a direct party to this agreement with, the State. Sub-awardee shall not include a Third-Party Contractor, Third Party Subcontractor, or Lessee.

Any use of “Third Party”, “Third-Party Participant”, or variations thereof, shall mean a grant recipient, sub-awardee – and contractor(s), subcontractor(s), or suppliers, thereof – whose work under the associated agreement is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for as a non-federal share. Such terms are interchangeable and may be used contemporaneously.

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Build America, Buy America Act – Applicability – all

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference. If a Recipient or any Third-Party Participant that has operated a chart bus in violation of federal laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

School Bus Requirements – School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school

bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Recipient shall:

- a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels;
- b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.)
- c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Seismic Safety – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over \$250,000.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

Safe Operation of Motor Vehicles- Applicability – All

- a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 *Fed. Reg.* 19217), by:
 - Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.
- b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:
 - (1) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
 - (2) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and
 - (3) Extension of Provision. The Recipient is encouraged to include the immediately preceding Provision of section (1) – (2) in each third party sub-agreement (if applicable) at each tier supported with federal assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall **provide a copy of the final test report** to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report,

which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
 - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
 - D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$250,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$250,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

Trafficking in Persons

- (1) Legal Authorities. The Recipient and subrecipient agrees to comply with federal requirements and guidance, including:
 - (a) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and
 - (b) The terms of this section, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. part 175, per U.S. OMB’s direction.
- (2) Definitions. The Recipient agrees that ***for purposes of this section:***
 - (a) Employee means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient’s Underlying Agreement.
 - (b) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
 - (c) Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 C.F.R. § 175.25(b).
 - (d) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (e) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (f) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (g) Recipient or Direct Recipient means a non-federal entity that receives an award directly from the State of New York to carry out an activity under a federal program. The term “Recipient” does not include a Subrecipient.
 - (h) Subrecipient or Sub-grantee means any entity or person that receives federal assistance provided by the State instead of from the State directly, but does not include a Third-Party Contractor, Third Party Subcontractor, or Lessee.
 - (i) Sub-agreement or Sub-grant means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient’s or Subrecipient’s Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third-party contract, third party subcontract, or lease.
 - (j) “This Section” any references to “this section” shall mean and refer to the section titled, **“Trafficking in Persons”**.
- (3) Provisions Applicable to All Recipients. The Recipient agrees to and assures that it,

and any Subrecipients, will:

- (a) Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this section, and
- (b) Sub-agreement Provision. Certify and include the following provision in any sub-agreement it enters with a private entity as defined above in section (2)(c) of this section:

Recipient, or sub recipient, agrees that it and its employees that participate in the Recipient's Award, may not:

- 1. Engage in severe forms of trafficking in persons during the period that the Recipient's Award is in effect,*
- 2. Procure a commercial sex act during the period that the Recipient's Award is in effect, or*
- 3. Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.*

- (4) Provisions Applicable to a Private Entity Recipient. If the Recipient is a private entity, it agrees that:

- (a) Prohibitions. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

- 1 Engage in severe forms of trafficking in persons during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect,
- 2 Procure a commercial sex act during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect, or
- 3 Use forced labor in the performance of the Recipient's or Subrecipient's Underlying Agreement or sub-agreements.

- (b) Termination of Federal Assistance. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provide FTA and the State of New York, through receipt of federal funds, the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government or the State of New York, if FTA or the State of New York determines that the private entity Recipient or its Subrecipient:

- 1 Has violated a prohibition described above in section (4)(a) of this Section, or
- 2 Has an employee whose conduct is determined to have violated a prohibition described above in section (4)(a) of this Section because that employee's conduct is either:
 - a Associated with the performance of the Recipient's Underlying Agreement, or
 - b Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:
 - (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, or
 - (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension

(Nonprocurement),” 2 C.F.R. part 180.

- (5) Provisions Applicable to a Recipient That is Not a Private Entity. A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. §7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. part 175, provides FTA, and consequently the State, the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government or the State of New York, for a violation of that Act if FTA, or the State of New York, determines that:
- (a) A private entity that is the Recipient or Subrecipient is determined to have engaged in severe forms of trafficking in persons during the period that the Recipient’s or Subrecipient’s Underlying Agreement is in effect; procured a commercial sex act during the period that the Recipient’s or Subrecipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s or Subrecipient’s Underlying Agreement or sub-agreements thereunder; or
 - (b) An employee of a private entity that is the Recipient or Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient’s or Subrecipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s or Subrecipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s or Subrecipient’s Underlying Agreement or sub-agreements thereunder, and whose conduct described above is associated with the performance of the Recipient’s or Subrecipient’s Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, and U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200.
- (6) Remedies Other Than Termination of Federal Assistance. The Recipient or Subrecipient agrees that FTA’s right to terminate federal assistance as provided in the TVPA and in sections (4)(b) and (5) are in addition to all other remedies for noncompliance available to the State and Federal Government under the associated grant agreement.

Access to Records and Reports– Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)
The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an recipient, subrecipient, or a sub-grantee of an FTA recipient, and in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)(1)) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto, as provided by 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract, to the extent that such are publicly available. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements – Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and

requirements of the recipient, provided they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - (1) 50% of the contract price if the contract price is not more than \$1 million;
 - (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

- (a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
- (b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified

Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air – Applicability – All contracts over \$150,000.

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts – Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages –

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Responsibilities

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to

the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iv) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (v) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (vi) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe

benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v)(B) or (1)(v)(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii)(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

- (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training,

or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the

wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may, by appropriate instructions, require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$250,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract

work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Awards Involving Commerce. The Recipient agrees to comply, and assures that each Third-Party Participants will comply, with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, or as the Federal Government otherwise determines applicable.

No Government Obligation to Third Parties - Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part

with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Civil Fraud. The Recipient acknowledges and agrees that:

- (i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31.
- (ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- (iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

(2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(1)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effectuated by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for

supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach If the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth

in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an

equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000

The Recipient/subrecipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third-Party Participant that is debarred or suspended except as authorized by:

- (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200,
- (ii) U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and
- (iii) Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if

required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third-Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (i) Will comply with Federal debarment and suspension requirements, and
- (ii) Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and
- (iii) If the Recipient suspends, debar, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
 - (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
 - (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or
 - (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements– Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian

Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third-Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

- (1) FTA's "Nondiscrimination" statute prohibiting discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and
- (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,
- (3) Except as FTA determines otherwise in writing:
 - (a) General. Follow:
 - (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and
 - (ii) Other applicable Federal guidance that may be issued, but
 - (b) for the exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program;

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third-Party Participant will:

- (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin,
- (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
 - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and
- (3) Except as FTA determines otherwise in writing, follow:
 - (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance.
 - (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
 - (c) Other applicable Federal guidance that may be issued;

c. Equal Employment Opportunity.

- (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third-Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:
 - (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,

- (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,
- (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and
- (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.

(2) General. The Recipient agrees to:

- (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: (1) Race, (2) Color, (3) Religion, (4) Sex, (5) Disability, (6) Age, or (7) National origin,
- (b) Take affirmative action that includes, but is not limited to: (1) Recruitment advertising, (2) Recruitment, (3) Employment, (4) Rates of pay, (5) Other forms of compensation, (6) Selection for training, including apprenticeship, (7) Upgrading, (8) Transfers, (9) Demotions, (10) Layoffs, and (11) Terminations, with the exception of Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third-Party Participant, with:

- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise.

(1) To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project, and Recipient agrees to comply with:

- (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note,
- (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
- (c) Federal transit law, specifically 49 U.S.C. § 5332,

(2) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26,

(3) Assurance. As required by 49 C.F.R. § 26.13(a),

(4) The Recipient provides assurance that:

(a) The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26.

(b) The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

(c) Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

(d) Upon notification to the Recipient of its failure to abide by DBE requirements, the Federal Government may impose sanctions as provided for in 49 C.F.R. part 26, as implemented by the State through this agreement, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(5) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation.

e. Nondiscrimination on the Basis of Sex

The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age

The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:

(1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,

(2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA,

(3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,

(4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and

(5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability

The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

(1) Federal laws, including:

- (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
- (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,”
- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
- (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
- (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities,

(2) Federal regulations, including:

- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
- (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
- (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
- (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
- (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
- (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
- (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
- (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
- (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
- (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and

(3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:

- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.,
- (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and
- (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:

- (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and
- (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to:

- (1) Comply with other applicable Federal nondiscrimination laws and regulations, and
- (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over \$250,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights

and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data –

Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

- (1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third-Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery,
- (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and
- (3) When a patent is issued or patented information becomes available as described in Patent Rights Section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights.

The Recipient agrees that:

- (1) Its rights and responsibilities, and the rights and responsibilities of each Third-Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and
- (2) Unless the Federal Government determines otherwise in writing – irrespective of the Recipient's status or the status of any Third-Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual – the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in:
 - (a) 35 U.S.C. § 200 et seq., and
 - (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for patents, patent applications, and inventions derived from the

Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:

- (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and
- (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of “Subject Data” means recorded information, subject to (1) Copyright, whether or not copyrighted, and (2) Delivery, that which is delivered or specified to be delivered under the Underlying Agreement.

B. Examples of “Subject Data.” Examples of “subject data” include, but are not limited to:

- (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but do not include: (1) Financial reports, (2) Cost analyses, or (3) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement:

(1) Prohibitions. The Recipient may not:

- (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or
- (b) Permit others to do so, but

(2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to:

- (a) Publications or reproductions for the Recipient’s own internal use,
- (b) An institution of higher learning,
- (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or
- (d) The portion of data that has the Federal Government’s prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. The Recipient must provide a license to its “subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable,

(2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third-Party Participants, therefore, the Recipient agrees that:

- (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,
- (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,
- (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third-Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,
- (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,
- (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but
- (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both:
 - (a) For the Recipient's use, and
 - (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and
- (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:
 - (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and
 - (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

- (1) Violation by Recipient.
 - (a) If it willfully or intentionally violates any:
 - (1) Proprietary rights, (2) Copyrights, or (3) Right of privacy, and
 - (b) Its violation occurs from any of the following uses of Project data:
 - (1) Publication, (2) Translation, (3) Reproduction, (4) Delivery, (5) Use, or (6) Disposition, then
 - (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of:
 - (1) The Federal Government's officers acting within the scope of their official duties,
 - (2) The Federal Government's employees acting within the scope of their official duties, and
 - (3) Federal Government's agents acting within the scope of their official duties, but
- (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights Section G(1) if:
 - (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or
 - (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section

pertaining to rights in data either:

- (1) Implies a license to the Federal Government under any patent, or
- (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

- (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and
- (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

- (1) The Freedom of Information Act, 5 U.S.C. § 552,
- (2) Another applicable Federal law requiring access to Project records,
- (3) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or
- (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements

The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

1. **U.S. DOL Certification** When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:
 - (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project,
 - (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto,

- (c) It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
 - (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including:
 - (1) Alternative comparable arrangements U.S. DOL has specified for the Project,
 - (2) Any revisions U.S. DOL has specified for the Project, or
 - (3) Both, and
 - (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project:
 - (1) The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement,
 - (2) The documents cited in that U.S. DOL certification for the Project,
 - (3) Any alternative comparable arrangements that U.S. DOL has specified for the Project, and
 - (4) Any revisions that U.S. DOL has specified for the Project,
2. Special Warranty When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:
- (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),
 - (b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
 - (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: (1) Any alternative comparable arrangements U.S. DOL has specified for the Project, (2) Any revisions U.S. DOL has specified for the Project, or (3) Both, and
 - (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement:
 - 1. The U.S. DOL Special Warranty for its Project,
 - 2. Documents cited in that Special Warranty,
 - 3. Alternative comparable arrangements U.S. DOL specifies for the Project, and
 - 4. Any revisions that U.S. DOL has specified for the Project, and
3. Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public

transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions:

- (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and
- (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations:

- (a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182,
- (b) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements:

Full and Open Competition – In accordance with 49 U.S.C. § 5325, all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January

8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Safeguarding Protected Personally Identifiable Information (PPI)

U.S. DOT Common Rules requires Recipient to implement, and require any sub-grantee, if any, to implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Access Requirements for Persons with Disabilities – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third-party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations – Any of Recipient's contracts shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including,

without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Recipient and any third-party participant(s) shall comply with 49 U.S.C. § 303, 23 C.F.R part 774, 54 U.S.C. §306108, 54 U.S.C. 312501 *et. seq.*, 36 C.F.R. part 800, 42 U.S.C. §1996, §3161 note and Executive Order No. 13007 as such actions may relate to: Parks, Recreation Areas, Wildlife and Waterfowl Refuges; Historic Sites, Archeological and Historic Preservation, Protection of Historic Properties; preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act; compliance with environmental mitigation measures related to environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

- (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and
- (2) DOT Order 5610.2, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and
- (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: The National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions

with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, except as permitted by federal law, regulation, requirement or guidance. Such exception may include, but may not be limited to, A/E contracts under certain circumstances and preference for hiring veterans on transit construction projects.

Organizational Conflicts of Interest

The Recipient and subrecipient, if any, agrees that it will not enter a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
 - (a) To that Third-Party Participant or another Third-Party Participant performing the Project work, and
 - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
- (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
 - (a) Any instances of organizational conflict of interest, or
 - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Ethics

Standards of Conduct. At a minimum, the Recipient / Subrecipients will establish and maintain written Standards of Conduct covering conflicts of interest that:

- (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third-party contract or subcontract:
 - (a) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third-party agreement,
 - (b) The immediate family members or partners of those listed above in section (1)(a) of this Master Agreement, and
 - (c) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections (1)(a) and (b) of this Master Agreement;

(2) Prohibit those individuals listed above in section (1) from:

(a) Engaging in any activities involving the Recipient's or any of its Subrecipients' present or potential Third-Party Participants at any tier, including selection, award, or administration of a third-party agreement in which the individual has a present or potential financial or other significant interest, and

(b) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third-Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and

(3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section (1) and the Recipient's or Subrecipient's Third Party Participants.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non- Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non- Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B-- Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

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

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The CFDA number for the Federal Transit Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December

26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

– Applicability – all

The Contractor agrees to comply with the following Federal requirements:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

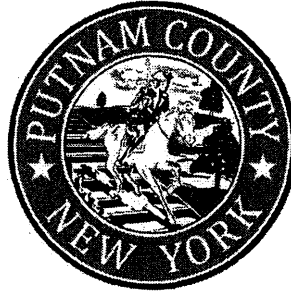
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be

an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

cc: all
Phys.
ALA

#5e
RESO

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: Budgetary Amendment – 25A024
DATE: March 12, 2025

2025 MAR 13 PM 1:56
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Soil & Water Conversation Manager, the following budgetary amendment is recommended.

GENERAL FUND:

INCREASE APPROPRIATIONS:

10874500 54640	S&W - Education & Training	\$	8,000.00
10874500 52680	S&W - Other Equipment	\$	15,000.00
10199000 54980	General Contingencies	\$	20,000.00

INCREASE ESTIMATED REVENUES:

10874500 439105	S&W - Performance Measures - Part C	\$	43,000.00
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2025 Fiscal Impact \$ (20,000)

2026 Fiscal Impact \$ 0

Please refer to the attached memorandum from the Soil & Water Conversation Manager for further explanation.

Please forward it to the appropriate committee.

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS



*cc: all
Phys*

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

To: Diane Schonfeld, Clerk of the Legislature
From: Neal Tomann, Putnam County Soil & Water District
Date: March 6, 2025
Re: Physical Services Meeting – March 18, 2025

NT

I would respectfully like to request that the above-referenced be added to the March 18, 2025, Physical Services agenda:

The Release of Soil & Water Conservation District Part "C" funds as follows:

- \$8,000 for Education and outreach initiatives.
 - a. Lake Conference seedling samples (June 13th)
 - b. County Fair at Veterans Memorial Park. (July 26 – 27)
 - c. DPW Safety Days / MS4 outreach (April & September)
- \$15,000 for a culvert inspection camera. (see attached brochures)
- \$20,000 annual contribution to Soil & Water salary.

Thank you for your consideration.

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

2025 MAR - 6 AM 10: 51

Diane Schonfeld

From: Neal Tomann
Sent: Thursday, March 13, 2025 10:35 AM
To: Diane Schonfeld; Michael Lewis
Subject: RE: Request Memo for March 18, 2025 Physical Meeting

Good morning Diane.

This expenditure was approved by the Soil & Water Board on 1-29-25.

It is utilizing funds provided by Ag & Markets. These funds were awarded for meeting past year's performance measures. They can be used to support individual projects or, as in this case, to help satisfy this year's outreach and education goals.

The funds are held in a 'Part C' trust and will have zero impact on the county budget.

POWER MOLE TRENCHLESS, LLC
 1400 COMMERCE PARKWAY
 LANCASTER, NY 14051-1864
 +18003446653
 powrmole.com



POW-R MOLE
TRENCHLESS SOLUTIONS

ADDRESS
 BRIAN WHITTEN
 PUTNAM COUNTY
 842 FAIR ST
 CARMEL, NY 10512

SHIP TO
 BRIAN WHITTEN
 PUTNAM COUNTY
 842 FAIR ST
 CARMEL, NY 10512

Estimate 07-00090

DATE 10/15/2024

REP
 DAVE KOZIEL (716)510-8918

ITEM	DESCRIPTION	QTY	COST	TOTAL
VC6-C200A-D34HDN-US	VCAM-6 HD 1080p(1024X768) HIGH DEFINITION CAMERA HEAD RECORD TO A 1 TB HARD DRIVE, USB OR SD *ONE TOUCH RECORDING *LIGHTWEIGHT AND COMPACT DESIGN *JPEG STILL IMAGE CAPTURE *WI-FI AND ETHERNET INTERFACE *LI-ION RECHARGEABLE BATTERIES WITH 4 HOURS OF BATTERY LIFE *MULTI COLOR TEXT WRITER *HIGH RESOLUTION 9.7' LCD SCREEN *FULL SPLASH-PROOF KEYBOARD *MULTI LANGUAGE *INSPECTION SYSTEMD34HDN (1.3") HIGH DEFINITION SELF LEVELING COLOR CAMERA HEAD ON STANDARD TERMINATION *200 FT X 12MM TRACEABLE PUSH ROD,STAINLESS STEEL REEL AND INDUSTRY LEADING 9.7" DAYLIGHT VIEWABLE SCREEN COMMAND MODULE * 4X DIGITAL ZOOM *WI FI INTERFACE POWERFUL 150' RANGE *VIDEO STREAMING- TO YOUR PC WITH FILES ACCESS AND RECORDING CONTROLS *RS232 INTERFACE- FOR USE WITH 3RD PARTY OBSERVATION REPORTING SOFTWARE.	1	9,950.00	9,950.00T
	OPTIONAL SKID WE DISCUSSED FOR CENTERING CAMERA HEAD IN 8-14" PIPES			
1.104.20.00001	TYPE-B ADJUSTABLE SKID WITH LIGHT KIT, D46 AND D34 SERIES, 8 TO 12 INCH	1	745.00	745.00T

ITEM	DESCRIPTION	QTY	COST	TOTAL
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THERE IS A DISCOUNT FOR PURCHASES MADE
 WITHIN 30 DAYS OF UDIG NY SEMINAR - 3% ON
 PURCHASES MADE THROUGH 11/14/24

PLEASE CONTACT ME WITH ANY QUESTIONS
 DAVE KOZIEL
 716-510-8918

PRICE INCLUDES DELIVERY AND TRAINING

****This quotation for products is for
 immediate acceptance and is subject
 to change by POWER MOLE TRENCHLESS
 without notice.****

SUBTOTAL	10,695.00
TAX	0.00

***PLEASE NOTE - Customers using
 Credit Cards are subject to a 3%
 Convenience Fee for larger dollar
 amount credit card charges. ***

TOTAL	\$10,695.00
--------------	--------------------

Accepted By

Accepted Date

VIVAX METROTECH

vCam-6 HD INSPECTION SYSTEM

Increase productivity and profitability with the feature-rich vCam-6 inspection camera system. Built tough and reliable for everyday use, the versatile vCam-6 is a good fit for plumbers, contractors, home inspectors, building maintenance supervisors, or anyone looking to inspect the interior of a pipe or duct. Create crisp, detailed HD video inspections with audio comments, text descriptions, footage, date, and timestamps to submit to your customers without worry. Putting in a full days' work is easy with the four-hour battery life and charging on-the-go with the provided AC and DC charging leads.

- 1080p HD camera heads
- 1 Terabyte hard drive
- 4-Hour battery life
- Wi-fi with smartphone/tablet app
- HDMI video/audio port
- One-touch recording and image capture
- One-year warranty
- Camera exchange program
- Backward compatible⁽¹⁾

WiFi - Powerful 150' / 45m Range

Daylight viewable LCD

USB Mini data port for LACP software interface

Record to 1 TB hard drive or USB

Internal microphone and on-screen distance counter

AC/DC operation with Li-ion rechargeable batteries

Camera test port

Stainless-steel construction reels and camera heads

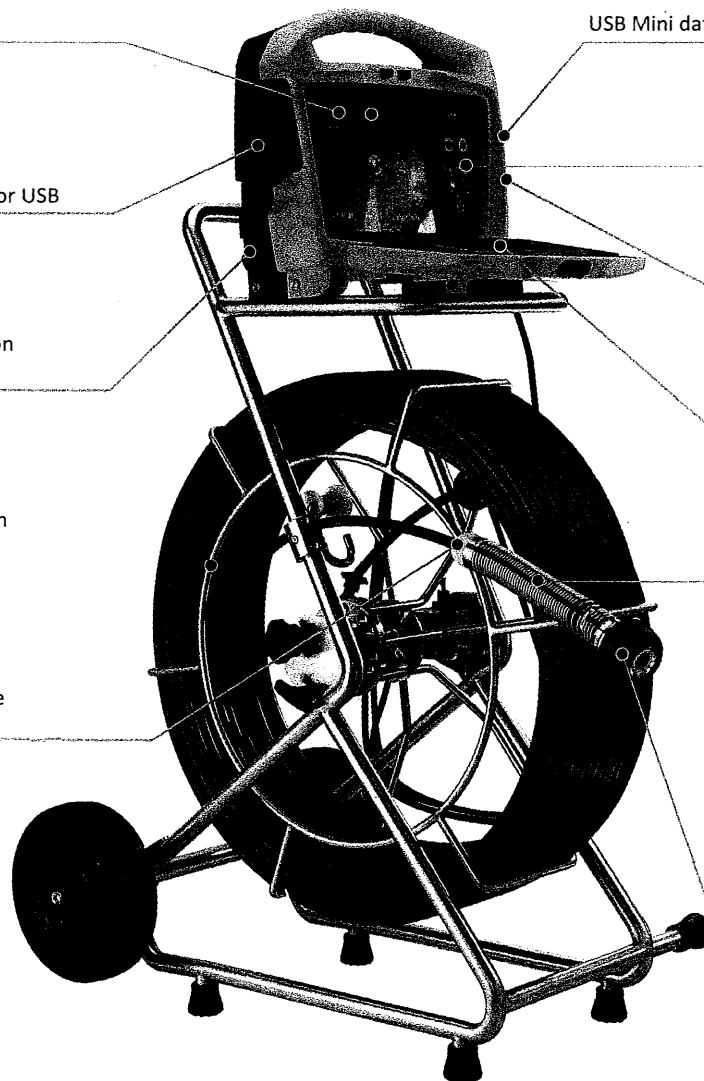
Full QWERTY keyboard

512Hz/640Hz/33kHz sonde and traceable pushrod

Field serviceable spring, coiled cable and lanyards

Self-leveling 34mm HD Camera

Self-leveling 46mm HD Camera



Backed by Vivax-Metrotech's superior dealer network, customer service and service centers.

www.vivax-metrotech.com | www.vxmt.com

Camera Heads

	D34-HD	D46-HD
Dimensions:	1.3" / 34mm x 2.9" / 73mm	1.8" / 46 mm x 2.7" / 68.8mm
Lighting:	12.87 Lumens	44.02 Lumens
Resolution:	1080p	1080p
Construction:	Stainless steel housing with Sapphire Lens	
Enviromental:	11 Bar	11 Bar
Field of view:	96 degrees	96 degrees

Type-CP Standard Reel

Dimensions:	28" (L) x 19.7" (W) x 35.8" (H) 710 mm (L) x 500 mm (W) x 910 mm (H)
Construction:	Stainless-steel tubular fame with stainless hardware
Weight:	200ft/30m = 57 lbs. (26kg) 300ft/90m = 68 lbs. (31kg) 400ft/120m = 79 lbs. (36kg)
Enviromental:	Water resistant to IP54

Control Module

Dimensions:	14.2" (L) x 5.91" (W) x 12.6" (H) 360 mm (L) x 150 mm (W) x 320 mm (H)
Weight:	12Lbs. / 5.49kg
Screen:	9.7" / 24cm Daylight viewable (1024 x 768)
Battery Life:	Four hour runtime (six hour with sonde off)
Enviromental:	Water resistant to IP54 (IEC 60529-Light shower w/ lid closed) Shock resistant (IEC 600682-3-1) (lid closed)

(1) The vCam-6 control module is HD (high definition) when used with the new D34-HD and D46-HD camera heads. The vCam-6 control module is backward compatible with the legacy D18-MX, D26-MX, D34-C, D34-M, and D46-CP analog camera heads but will produce SD (standard definition) video and pictures when used with these cameras.

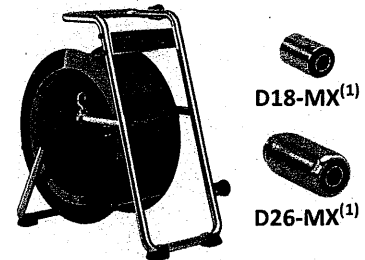
Local Vivax-Metrotech Distributor:

Recommended Locators

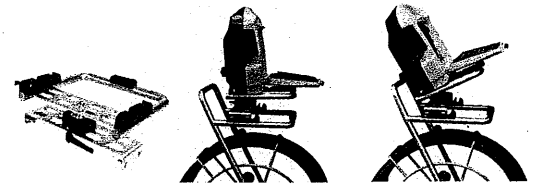


vScan, VM-540 and vLoc3-Pro

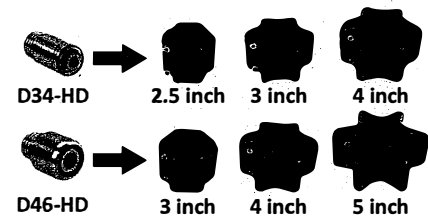
Popular Accessories



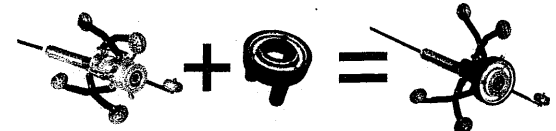
Mini-Reel and Cameras



Rotate and Tilt Mounting Table



Camera Guide Skids



Type-B Adjustable Skid with Light

Vivax-Metrotech Corporation

3251 Olcott Street, Santa Clara, CA 95054, USA

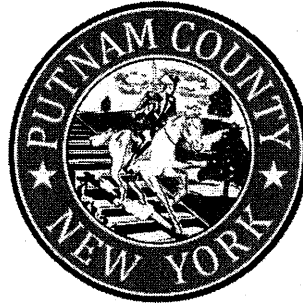
T/Free: 800-446-3392

Tel: +1-408-734-1400

www.vivax-metrotech.com



MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

cc: all
Health
A&A #5f R 030

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Amendment – 25A025**
DATE: March 12, 2025

2025 MAR 13 AM 11:43
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Fiscal Manager at DSS and Mental Health, the following budgetary amendment is required.

INCREASE APPROPRIATIONS:

10431000 54646 10212	CONTRACTS	\$ 151,500.00
10431000 54646 10213	CONTRACTS	\$ 129,000.00
10431000 54646 10215	CONTRACTS	\$ 49,900.00
10431000 54646 10216	CONTRACTS	\$ 108,458.00
10431000 54646 10230	CONTRACTS	\$ 174,317.00
		\$ 613,175.00

INCREASE REVENUE:

10431000 427350 10212	OPIOID SETTLEMENT MONIES	\$ 151,500.00
10431000 427350 10213	OPIOID SETTLEMENT MONIES	\$ 129,000.00
10431000 427350 10215	OPIOID SETTLEMENT MONIES	\$ 49,900.00
10431000 427350 10216	OPIOID SETTLEMENT MONIES	\$ 108,458.00
10431000 427350 10230	OPIOID SETTLEMENT MONIES	\$ 174,317.00
		\$ 613,175.00

2025 Fiscal Impact \$ 0
2026 Fiscal Impact \$ 0

Please refer to the attached memorandum from Fiscal Manager Wunner regarding this budgetary amendment.

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner



DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

March 11, 2025

TO: Toni Addonizio, Chairwoman to Health Committee

FROM:  Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau

SUBJECT: 2025 Opioid Settlement

Your approval is requested to amend the 2025 Department of Mental Health budget to utilize up to \$613,175 of the Opioid Settlement Trust Funds pursuant to RFP-07-2024 to fund the agency's evidence-based programs and strategies for preventing opioid misuse, opioid overdose and connecting those to care and harm reduction services to abate the opioid epidemic in Putnam County. The amounts proposed would allow for an award to each provider whereas the award would not exceed the respective amount. The award of the RFP is contingent upon Legislative approval and proposers have not yet been notified. Once approved, an award notification will be issued and contractual terms and conditions, within the requirements of the RFP, will be negotiated separately with each proposer. A budgetary amendment outlining agency awards to follow and will be submitted for consideration by the Audit Committee.

Thank you for your time and consideration of this request.

cc: Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau
Paul Tang, Director of Department of Mental Health

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

March 11, 2025

TO: Michael Lewis, Commissioner of Finance

FROM:  Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Service and Youth Bureau

SUBJECT: 2025 Opioid Settlement Budgetary Amendment

Your approval is requested to amend the 2025 Department of Mental Health budget to properly allocate agency awards pursuant to RFP-07-2024 utilizing up to \$613,175 of the Opioid Settlement Trust Funds. This budgetary amendment is a follow up to the general request submitted for consideration to the Health Committee on March 18, 2025.

10431000		MH LGU	
427350		OPIOID SETTLEMENT MONIES	
	10212	OPIOID – PEOPLE USA	\$151,500
10431000		MH LGU	
427350		OPIOID SETTLEMENT MONIES	
	10213	OPIOID – COVE CARE CENTER	\$129,000
10431000		MH LGU	
427350		OPIOID SETTLEMENT MONIES	
	10215	OPIOID – GREEN CHIMNEYS	\$49,900
10431000		MH LGU	
427350		OPIOID SETTLEMENT MONIES	
	10216	OPIOID – PREVENTION	\$108,458
10431000		MH LGU	
427350		OPIOID SETTLEMENT MONIES	
	10230	OPIOID – MENTAL HEALTH ASSOCIATION	\$174,317
		Total Estimated Revenues	\$613,175

Increase Appropriations:

10431000		MH LGU	
54646		CONTRACTS	
	10212	OPIOID – PEOPLE USA	\$151,500
10431000		MH LGU	

54646		CONTRACTS	
10431000	10213	OPIOID – COVE CARE CENTER	\$129,000
		MH LGU	
54646		CONTRACTS	
10431000	10215	OPIOID – GREEN CHIMNEYS	\$49,900
		MH LGU	
54646		CONTRACTS	
10431000	10216	OPIOID – PREVENTION	\$108,458
		MH LGU	
54646		CONTRACTS	
10431000	10230	OPIOID – MENTAL HEALTH ASSOCIATION	\$174,317
		Total Appropriations	\$613,175
		Fiscal Impact (25)	- 0 -
		Fiscal Impact (26)	- 0 -

Thank you for your time and consideration of this request.

cc: (2) Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau
Paul Tang, Director of Department of Mental Health

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

cc: all
ATA OR Tom
#59
Re: 50

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – *MJL*
RE: **Budgetary Amendment – 25A026**
DATE: March 18, 2025

2025 MAR 19 PM 12:54
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Fiscal Manager at DSS and Mental Health, the following budgetary amendment is required.

GENERAL FUND

INCREASE APPROPRIATIONS:

10102000 51093 10229	OVERTIME	\$	10,750.00
10102000 54329 10229	PROMOTIONAL MATERIALS	\$	7,505.00
10102000 54410 10229	SUPPLIES AND MAT	\$	2,800.00
10102000 54664 10229	ADVERTISING	\$	3,120.00
10102000 58002 10229	SOCIAL SECURITY	\$	825.00
		\$	25,000.00

INCREASE REVENUE:

10102000 446101 10229	ADM SOCIAL SERVICES		25,000.00
		\$	25,000.00

2025 Fiscal Impact \$ 0
2026 Fiscal Impact \$ 0

Please refer to the attached memorandum from Fiscal Manager Wunner regarding this budgetary amendment.

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner



DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

March 12, 2025

TO: Michael Lewis, Commissioner of Finance

FROM:  Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

SUBJECT: DSS 2025 Budgetary Amendment

Your approval is requested to amend the 2025 DSS budget to include Putnam's **Adoption and Legal Guardianship Incentive Funds for Local Departments of Social Services (LDSSs) Recruitment Activities** allocation provided by the Office of Children and Family Services (OCFS) for the purpose of foster/adoptive parent and legal guardianship recruitment activities to increase permanency outcomes.

Increase Estimated Revenue:

10102000	SS PROGRAM ADMN SVCS	
446101	ADM SOCIAL SERVICES	\$25,000
10229	ADOPTION AND LEGAL GUARDIANSHIP INC	
	Total Estimated Revenues	\$25,000

Increase Appropriations:

10102000	SS PROGRAM ADMN SVCS	
51093	OVERTIME	\$10,750
54329	PROMOTIONAL MATERIALS	\$7,505
54410	SUPPLIES AND MAT	\$2,800
54664	ADVERTISING	\$3,120
58002	SOCIAL SECURITY	\$825
10229	ADOPTION AND LEGAL GUARDIANSHIP INC	
	Total Appropriations	\$25,000

Fiscal Impact (25) - 0 -

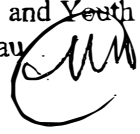
Fiscal Impact (26) - 0 -

Thank you for your time and consideration of this request.

Attachments:

25-OCFS-LCM-03 Adoption and Legal Guardianship Incentive Funds for Local Departments of Social Services (LDSSs) Recruitment Activities

cc: Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau
Nicolle McGuire, Deputy Commissioner of Social Services and Youth Bureau

A handwritten signature in black ink, appearing to be 'S. Servadio', is written over the text of the cc: line.



Office of Children and Family Services

Kathy Hochul
Governor

52 WASHINGTON STREET
RENSSELAER, NY 12144

DaMia Harris-Madden, Ed.D., MBA, M.S.
Commissioner

Local Commissioners Memorandum

Transmittal:	25-OCFS-LCM-03
To:	Local Departments of Social Services Commissioners
Issuing Division/Office:	Division of Child Welfare and Community Services/Bureau of Permanency Services
Date:	February 14, 2025
Subject:	Adoption and Legal Guardianship Incentive Funds for Local Departments of Social Services (LDSSs) Recruitment Activities
Contact Person(s):	See section VI.
Attachments:	Attachment A: <i>District Allocation Amounts SFY 2024-2025</i> Attachment B: <i>Certification Re: Non-Supplantation and Plan for Adoption and Legal Guardianship Incentive Payment Program Funding for Recruitment Efforts and Increased Permanency Outcomes</i> Attachment C: <i>Attachment for U.S. Department of Health and Human Services Grants - FFY 2022 Adoption and Legal Guardianship Incentive Program</i>

I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to advise local departments of social services (LDSSs) of the availability of \$1,475,000 from the Adoption and Legal Guardianship Incentive Payments Program (AIPP) in the state fiscal year (SFY) 2024-2025 for foster/adoptive parent and legal guardianship recruitment activities to increase permanency outcomes. This LCM also provides information on each district's allocation, the allocation methodology, how districts may use the funds, and planning and claiming requirements.

II. Background

The AIPP was established by the Administration for Children and Families in 1997 as part of the Adoption and Safe Families Act. The objective of the AIPP is to provide incentives to states and eligible tribes to annually increase the number of children in foster care who find permanent homes through adoption or legal guardianship. In 2014, the program was reauthorized and revised to allow incentives to be paid to jurisdictions for improved performance in both adoptions and legal guardianship of children in foster care. The program was reauthorized in 2021 as part of the Family First Prevention Services Act, signed into law in February 2018. The program recognizes states and tribes for improving their performance in finding permanent homes for children in foster care and is reauthorized annually.

The AIPP is a critical investment to help LDSSs recruit and strengthen kinship foster and adoptive families and promote adoptive placements, thereby increasing the number of children and youth moving from foster care into permanent placements.

State incentive eligibility requirements are based on annual foster care, adoption, and guardianship data submitted to the Adoption and Foster Care Analysis and Reporting System (AFCARS). Based on the annual AFCARS submission, the Children's Bureau determines the number of foster child adoptions, foster child guardianships, preadolescent (age 9 - 13) adoptions and foster child guardianships, and older child (age 14 and over) adoptions and foster child guardianships eligible to earn incentive payments (Title 42, Chapter 7, Subchapter IV, Part E Sections 473b, 474, and 479 of the Social Security Act).

Reinvestment of these funds back into adoption and guardianship related activities will positively impact permanency outcomes for youth unable to be reunified with birth families and will therefore positively impact AFCARS data and federal funding.

III. Program Implications

OCFS encourages LDSSs to take advantage of the opportunity to access the recruitment allocations to promote and increase permanent stable placements for youth in care who have special needs or who are older and/or are harder to place.

LDSSs can only use the funds for the allowable expenditures noted below as authorized by appropriation language in Chapter 53 of the New York State Laws of 2023. LDSSs will be required to sign an attestation (Attachment B) indicating how they will use the funds in accordance with the allowable expenditures under the AIPP. LDSSs must also attest that they will not use their allocation to supplant any existing state or LDSS resource. The federal funds may only be used to supplement existing resources or fund allowable activities that are currently unfunded. OCFS may reallocate any unspent funds from one LDSS to other LDSSs that have claims that exceed their allocations.

A. Allowable Expenditures

Examples of allowable expenditures are listed below. Services may be purchased directly or through contract, including contracts with voluntary agencies (VAs).

- Hiring or securing the services of a professional photographer and/or media consultation to improve images and narratives of children freed for adoption who meet the photo listing requirements.
- Activities associated with foster/adoptive parent recruitment and retention, including advertising, publication development/dissemination, and/or event/venue costs associated with recruitment/retention activities.
- Supporting kinship foster parents in meeting approval requirements including but not limited to purchasing services and/or items to remove barriers to approval such as those relating to fire safety requirements, sleeping arrangements, car seats, medical clearances, and transportation.
- Activities associated with education and recruitment of kinship guardianship when reunification and adoption are not permanency options.

Note: This allowability is based on the appropriation language under Chapter 53 of the laws of 2023.

B. Requirements to Receive Funds

To receive the allocated funds, LDSSs must complete the Attestation of Use of *Certification Re: Non-Supplantation and Adoption and Legal Guardianship Incentive Funding* (Attachment B) and submit the form to OCFS for approval via email to OCFS.SM.Permanency.Services@ocfs.ny.gov. Completed attestations (Attachment B) are due by February 25, 2025.

Description of how the funding will be utilized Districts must select one or more of the allowable expenditure categories listed above or select "other" and provide a description of their plan for use of funds.

Non-supplantation of funds. This attestation form (Attachment B) provides certification that the funds will not be used to supplant other state, local, or private funds and that claims for reimbursement under this appropriation will not be submitted for the same type and level of funds covered by any other state or locally authorized appropriations.

IV. Allocation Methodology

OCFS has a total of \$1,475,000 available from the Adoption and Legal Guardianship Incentive Payment Program to allocate equally among all LDSSs. Each LDSS will receive \$25,000.

V. Fiscal and Claiming

There are \$1,475,000 in federal funds for the expenditures described in this LCM. Claims for these funds must be submitted as described below. These funds are to be used only to reimburse expenditures beginning October 1, 2024, through June 30, 2025, and final accepted in the Automated Claiming System (ACS) by July 31, 2025.

Expenditures for the **ADOP GUARD RECRUIT** project should be claimed through the RF17 claim package for special project claiming. These costs are first identified on the RF2A claim package as F17 functional costs and reported in the F17 column on the (LDSS-923) *Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries* and the (LDSS-2347) *Schedule D DSS Administrative Expenses Allocation and Distribution by Function and Program*. After final acceptance of the RF2A claim package, the individual project costs are then reported under the project label **ADOP GUARD RECRUIT** project on the (LDSS-4975A) *RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs*. Salaries, fringe benefits, staff counts, and central services costs are not allowable expenses.

Non-salary administrative costs are reported with the appropriate object of expense code(s) on the (LDSS-923B) *Summary - Administrative, Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*. Program costs should be reported as object of expense code 37 – (Special Project Program Expense) on the (LDSS-923B) *Summary - Program, Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*.

Total project costs should be reported on the (LDSS-4975) *Monthly Statement of Special Project Claims Federal and State Aid (RF-17)*, as 100% federal share. For each LDSS, the expenditures reported for the **ADOP GUARD RECRUIT** project will be reimbursed up to the amount of the district's allocation.

OCFS may reallocate any unspent funds from an LDSS to other LDSSs that have claims that exceed their allocations.

VI. Contacts

Any programmatic questions should be addressed to the appropriate Division of Child Welfare and Community Services' regional office.

BRO – Amanda Darling (716) 847-4446 Amanda.Darling@ocfs.ny.gov

RRO – Chris Bruno (585) 238-8201 Christopher.Bruno@ocfs.ny.gov

SRO – Sara Simon (315) 423-1200 Sara.Simon@ocfs.ny.gov

ARO – John Lockwood (518) 486-7078 John.Lockwood@ocfs.ny.gov

WRO – Sheletha Chang (914) 708-2499 Sheletha.Chang@ocfs.ny.gov

NYCRO – Sandra Davidson (212) 383-1788 Sandra.Davidson@ocfs.ny.gov

Questions pertaining to the allocations may be directed to:

Shonna Clinton, Local Operations Manager, Bureau of Budget Management

(518) 474-1361

Shonna.Clinton@ocfs.ny.gov

Any Automated Claiming System (ACS) claiming questions should be directed to the OTDA Bureau of Financial Services by email or telephone:

Justin Gross (Regions I-V)

(518) 474-7549

otda.sm.Field_Ops.I-IV@otda.ny.gov

Michael Simon (Region VI)

(212) 961-8250

Michael.Simon@otda.ny.gov

/s/ Gail Geohagen-Pratt

Issued by:

Name: Gail Geohagen-Pratt

Title: Deputy Commissioner

Division/Office: Division of Child Welfare and Community Services

Attachment A**District Allocation Amounts SFY 2024-2025**

District	Allocation	District	Allocation
Albany	\$25,000	Ontario	\$25,000
Allegany	\$25,000	Orange	\$25,000
Broome	\$25,000	Orleans	\$25,000
Cattaraugus	\$25,000	Oswego	\$25,000
Cayuga	\$25,000	Otsego	\$25,000
Chautauqua	\$25,000	Putnam	\$25,000
Chemung	\$25,000	Rensselaer	\$25,000
Chenango	\$25,000	Rockland	\$25,000
Clinton	\$25,000	Saratoga	\$25,000
Columbia	\$25,000	Schenectady	\$25,000
Cortland	\$25,000	Schoharie	\$25,000
Delaware	\$25,000	Schuyler	\$25,000
Dutchess	\$25,000	Seneca	\$25,000
Erie	\$25,000	St. Lawrence	\$25,000
Essex	\$25,000	St. Regis	\$25,000
Franklin	\$25,000	Steuben	\$25,000
Fulton	\$25,000	Suffolk	\$25,000
Genesee	\$25,000	Sullivan	\$25,000
Greene	\$25,000	Tioga	\$25,000
Hamilton	\$25,000	Tompkins	\$25,000
Herkimer	\$25,000	Ulster	\$25,000
Jefferson	\$25,000	Warren	\$25,000
Lewis	\$25,000	Washington	\$25,000
Livingston	\$25,000	Wayne	\$25,000
Madison	\$25,000	Westchester	\$25,000
Monroe	\$25,000	Wyoming	\$25,000
Montgomery	\$25,000	Yates	\$25,000
Nassau	\$25,000		
Niagara	\$25,000	NYC	\$25,000
Oneida	\$25,000		
Onondaga	\$25,000	Statewide Total	\$ 1,475,000

Attachment B

Certification Re: Non-Supplantation and Adoption and Legal Guardianship Incentive Program Funding for Recruitment Efforts and Increased Permanency Outcomes

This is to certify that Putnam social services district will use the allocation of these funds authorized in the amount of \$25,000 through activities aimed at improving recruitment efforts and increase permanency outcomes through adoption and Kinship Guardianship Assistance Program (KinGAP) finalizations.

Such funds will not be used to supplant any other state or local funds. Claims for reimbursement under this appropriation will not be submitted for the same type and level of funding covered by any other state or locally authorized appropriation, except to fund expenditures to continue or expand activities that were funded for this purpose.

Plan for use of funds: (Check all that apply.)

- Hiring or securing the services of a professional photographer and/or media consultation to improve images and narratives of children freed for adoption who meet the photo listing requirements.
- Activities associated with foster/adoptive parent recruitment, including advertising, publication development/dissemination, and/or event/venue costs associated with recruitment activities.
- Supporting kinship foster parents in meeting approval requirements, including but not limited to purchasing services and/or items to remove barriers to approval, such as those relating to fire safety requirements, sleeping arrangements, car seats, medical clearances, and transportation.
- Activities associated with education and recruitment of kinship guardianship when reunification and adoption are not permanency options.

Name of person completing the form: Marci Jones

Date: 2/20/25

Name of Commissioner: Sara Servadio

Commissioner's signature: [Signature]

Date: 2/20/25

Email completed attestations to OCFS.SM.Permanency.Services@ocfs.ny.gov by February 25, 2025.

Attachment C**ATTACHMENT FOR U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES GRANTS –
FFY 2022 ADOPTION AND LEGAL GUARDIANSHIP INCENTIVE PROGRAM**

Title 45 U.S. Code of Federal Regulations Part 75 (45 CFR 75), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, section 352 states “all pass-through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, includes the changes in subsequent subaward identification.”

(i)	Subrecipient name	Local department of social services
(ii)	Subrecipient's unique entity identifier	Local department of social services
(iii)	Federal award identification number (FAIN)	2201NYAIPP
(iv)	Federal award date to the recipient by the HHS awarding agency	October 1, 2021
(v)	Subaward period of performance start and end date	October 1, 2024 – June 30, 2025
(vi)	Amount of federal funds obligated to the subrecipient by the pass-through entity to the subrecipient	Attachment A
(vii)	Total amount of the federal funds obligated to the subrecipient by the pass-through entity, including the current obligation	Attachment A
(viii)	Total amount of the award committed to the subrecipient by the pass-through entity	Attachment A
(ix)	Federal award project description	FFY 2022 Adoption and Legal Guardianship Incentive Program
(x)	Names of the HHS awarding agency and pass-through entity, and contact information for awarding official of the pass-through entity	Administration for Children and Families Questions pertaining to the allocations: Shonna Clinton – (518) 474-1361 Shonna.Clinton@ocfs.ny.gov
(xi)	CFDA number and name	93.603 Adoption and Legal Guardianship Incentive Payments
(xii)	Identification of whether the award is research and development (R&D)	N
(xiii)	Indirect cost rate for the federal award (including if the de minimis rate is charged per section 75.414)	Please see uniform guidance 45 CFR 75.

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

cc: all
A+A OR PS.
#5h
Reso

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk

FROM: Michael J. Lewis, Commissioner of Finance – *MJL*

RE: Budgetary ^{Amendment} Transfer – 25A027

DATE: March 18, 2025

At the request of the Commissioner of Finance, the following budgetary transfer is recommended.

Increase Appropriations:

10116500	51000	Personnel Services	24,084.00
10116500	58002	Social Security	1,843.00
10131000	51000	Personnel Services	31,735.00
10131000	58002	Social Security	2,426.00
10134500	51000	Personnel Services	10,874.00
10134500	58002	Social Security	832.00
10135500	51000	Personnel Services	6,697.00
10135500	58002	Social Security	513.00
10141000	51000	Personnel Services	31,102.00
10141000	58002	Social Security	2,379.00
10141100	51000	Personnel Services	39,866.00
10141100	58002	Social Security	3,051.00
10142000	51000	Personnel Services	4,700.00
10142000	58002	Social Security	360.00
10143000	51000	Personnel Services	11,672.00
10143000	58002	Social Security	892.00
10146000	51000	Personnel Services	8,638.00
10146000	58002	Social Security	660.00

LEGISLATURE
PUTNAM COUNTY
CAPITOL BLDG.
CAMPBELL, NY

2025 MAR 18 PM 1:19

10149000	51000	Personnel Services	18,020.00
10149000	58002	Social Security	1,378.00
10168000	51000	Personnel Services	26,001.00
10168000	58002	Social Security	1,989.00
10296000	51000	Personnel Services	7,733.00
10296000	58002	Social Security	592.00
10314000	51000	Personnel Services	79,401.00
10314000	58002	Social Security	6,073.00
10398900	51000	Personnel Services	90,401.00
10398900	58002	Social Security	6,916.00
12401000	51000	Personnel Services	201,876.00
12401000	58002	Social Security	15,442.00
10405900	51000	Personnel Services	26,810.00
10405900	58002	Social Security	2,051.00
10511100	51000	Personnel Services	64,862.00
10511100	58002	Social Security	4,963.00
10120000	51000	Personnel Services	286,198.00
10120000	58002	Social Security	21,895.00
22071000	51000	Personnel Services	10,397.00
22071000	58002	Social Security	795.00
10629300	51000	Personnel Services	17,682.00
10629300	58002	Social Security	1,353.00
10651000	51000	Personnel Services	5,471.00
10651000	58002	Social Security	419.00
10677200	51000	Personnel Services	94,875.00
10677200	58002	Social Security	7,261.00
10677400	51000	Personnel Services	41,338.00
10677400	58002	Social Security	3,162.00
10677500	51000	Personnel Services	7,938.00
10677500	58002	Social Security	608.00
10677700	51000	Personnel Services	26,286.00
10677700	58002	Social Security	2,010.00
10677800	51000	Personnel Services	1,577.00
10677800	58002	Social Security	121.00
10677900	51000	Personnel Services	6,047.00
10677900	58002	Social Security	463.00
10711000	51000	Personnel Services	52,718.00
10711000	58002	Social Security	4,032.00
10731000	51000	Personnel Services	17,806.00
10731000	58002	Social Security	1,361.00
10751000	51000	Personnel Services	2,948.00
10751000	58002	Social Security	226.00
10802000	51000	Personnel Services	27,429.00
10802000	58002	Social Security	2,098.00
			<u>\$ 1,381,346.00</u>

Decrease Appropriations:

10199000	54980	Contingency	\$	1,381,346.00
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County Road:

Increase Appropriations:

10511000	51000	Personnel Services	\$	117,065.00
10511000	58002	Social Security		8,952.00
			\$	126,017.00

Increase Estimated Revenues:

02021310	427161	Use of Fund Balance	\$	126,017.00
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Road Machinery:

Increase Appropriations:

10513000	51000	Personnel Services	\$	40,353.00
10513000	58002	Social Security		3,087.00
			\$	43,440.00

Increase Estimated Revenues:

03021310	427161	Use of Fund Balance	\$	43,440.00
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Fiscal Impact - 2025 - \$1,550,803

Fiscal Impact - 2026 - TBD

This budgetary amendment is to rescind Resolution 74-2025 and correct as amended regarding the funding for the 2025 salary and benefit costs pursuant to the ratified contract settlement between Putnam County and the Civil Service Employees Association, Inc. (CSEA).

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
116510107	1165	CSEA	ADMIN ASST	\$ 105,060.00	\$ 2,889.00	\$ 2,968.00	\$ 448.00	\$ 6,305.00
116510109	1165	CSEA	SR LEGAL ASST	88,336.00	2,429.00	2,496.00	377.00	5,302.00
116510116	1165	CSEA	PR OFFICE ASSISTANT (LEGAL)	69,699.00	1,917.00	1,970.00	297.00	4,184.00
116510120	1165	CSEA	SR OFFICE ASST (LEGAL)	57,128.00	1,571.00	1,614.00	244.00	3,429.00
116510131	1165	CSEA	SR OFFICE ASST (LEGAL)	54,603.00	1,502.00	1,543.00	233.00	3,278.00
116510132	1165	CSEA	SR OFFICE ASST (LEGAL)	57,128.00	1,571.00	1,614.00	244.00	3,429.00
131010105	1310	CSEA	TAX COLLECTION SUPV	101,595.00	2,794.00	2,871.00	433.00	6,098.00
131010109	1310	CSEA	ACCOUNTANT	92,641.00	2,548.00	2,618.00	395.00	5,561.00
131010111	1310	CSEA	ASST TAX COLLEC SUPV	80,294.00	2,208.00	2,269.00	342.00	4,819.00
131010113	1310	CSEA	SR ACCOUNT CLERK	59,291.00	1,631.00	1,676.00	253.00	3,560.00
131010115	1310	CSEA	ACCOUNT CLERK	49,046.00	1,349.00	1,386.00	209.00	2,944.00
131010118	1310	CSEA	ASST PAYROLL CLERK	63,871.00	1,756.00	1,804.00	272.00	3,832.00
131010121	1310	CSEA	ACCOUNT CLERK	47,196.00	1,298.00	1,334.00	201.00	2,833.00
131010122	1310	CSEA	PR ACCOUNT CLERK	75,203.00	2,068.00	2,125.00	321.00	4,514.00
134510106	1345	CSEA	SENIOR ACCOUNT CLERK	59,291.00	1,631.00	1,676.00	253.00	3,560.00
134510108	1345	CSEA	ASST SUPV PLAN & DESIGN	135,723.00	3,732.00	3,835.00	579.00	8,146.00
135510105	1355	CSEA	SR. OFFICE ASSISTANT	55,097.00	1,515.00	1,557.00	235.00	3,307.00
135510107	1355	CSEA	SR. OFFICE ASSISTANT	57,852.00	1,591.00	1,635.00	247.00	3,473.00
135510907	1355	CSEA	RECLASS TO REAL PROPERTY TAX SERVICES ASSISTANT	7,158.00	197.00	202.00	31.00	430.00
141010105	1410	CSEA	RCDS CLERK/TYPIST	63,782.00	1,754.00	1,802.00	272.00	3,828.00
141010107	1410	CSEA	RCDS CLERK/TYPIST	52,676.00	1,449.00	1,489.00	225.00	3,163.00
141010108	1410	CSEA	RCDS CLERK/TYPIST	45,517.00	1,252.00	1,286.00	194.00	2,732.00
141010109	1410	CSEA	SR CLERK	57,852.00	1,591.00	1,635.00	247.00	3,473.00
141010112	1410	CSEA	RCDS CLERK/TYPIST	50,650.00	1,393.00	1,431.00	216.00	3,040.00
141010115	1410	CSEA	SR RCDS CLERK/TYPIST	73,938.00	2,033.00	2,089.00	315.00	4,437.00
141010116	1410	CSEA	SR RCDS CLERK/TYPIST	67,065.00	1,844.00	1,895.00	286.00	4,025.00
141010117	1410	CSEA	SR RCDS CLERK/TYPIST II	80,458.00	2,213.00	2,274.00	343.00	4,830.00
141010118	1410	CSEA	RCDS CLERK/TYPIST	60,744.00	1,670.00	1,716.00	259.00	3,645.00
141010908	1410	CSEA	REALLOCATION TO STEP 2 IN 2024 (PENDING)	5,133.00	141.00	145.00	22.00	308.00
141110104	1411	CSEA	MV CASHIER- EXAMINER	57,128.00	1,571.00	1,614.00	244.00	3,429.00
141110106	1411	CSEA	MV CASHIER- EXAMINER	63,876.00	1,757.00	1,805.00	272.00	3,834.00
141110107	1411	CSEA	MV CASHIER- EXAMINER	54,603.00	1,502.00	1,543.00	233.00	3,278.00
141110108	1411	CSEA	MV CASHIER- EXAMINER	66,133.00	1,819.00	1,869.00	282.00	3,970.00
141110109	1411	CSEA	MV CASHIER- EXAMINER	57,128.00	1,571.00	1,614.00	244.00	3,429.00
141110111	1411	CSEA	MV CASHIER- EXAMINER	52,476.00	1,443.00	1,483.00	224.00	3,150.00
141110112	1411	CSEA	MV CASHIER- EXAMINER (SP)	47,124.00	1,296.00	1,332.00	201.00	2,829.00
141110113	1411	CSEA	MV CASHIER- EXAMINER	57,128.00	1,571.00	1,614.00	244.00	3,429.00
141110114	1411	CSEA	MV CASHIER- EXAMINER	59,984.00	1,650.00	1,695.00	256.00	3,601.00
141110116	1411	CSEA	ACCOUNT CLERK II	63,781.00	1,754.00	1,802.00	272.00	3,828.00
141110117	1411	CSEA	MV CASHIER- EXAMINER	78,068.00	2,147.00	2,206.00	333.00	4,686.00
141110118	1411	CSEA	MV CASHIER- EXAMINER (SP)	52,476.00	1,443.00	1,483.00	224.00	3,150.00
141110999	1411	CSEA	RECLASS TO ASST DMV SUPERVISOR	5,061.00	139.00	143.00	22.00	304.00
142010113	1420	CSEA	OFFICE MANAGER	84,308.00	2,318.00	2,382.00	360.00	5,060.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
143010114	1430	CSEA	OFFICE ASSISTANT	47,404.00	1,304.00	1,340.00	202.00	2,846.00
143010118	1430	CSEA	SR OFFICE ASST	45,517.00	1,252.00	1,286.00	194.00	2,732.00
143010120	1430	CSEA	PR OFFICE ASSISTANT	63,871.00	1,756.00	1,804.00	272.00	3,832.00
143010121	1430	CSEA	ASST PERSONNEL CLERK	47,124.00	1,296.00	1,332.00	201.00	2,829.00
143010914	1430	CSEA	RECLASS TO RECEPTIONIST (GRADE 6)	2,915.00	80.00	82.00	12.00	174.00
143010920	1430	CSEA	RECLASS TO PERSONNEL ASSISTANT (GRADE 13)	2,509.00	69.00	71.00	11.00	151.00
149010116	1490	CSEA	RECEPTIONIST	59,948.00	1,649.00	1,694.00	256.00	3,599.00
149010125	1490	CSEA	ACCOUNTANT	95,420.00	2,624.00	2,696.00	407.00	5,727.00
149010132	1490	CSEA	PR ACCOUNT CLERK	63,389.00	1,743.00	1,791.00	270.00	3,804.00
149010137	1490	CSEA	ACCOUNTING SUPV	102,023.00	2,806.00	2,883.00	435.00	6,124.00
149010925	1490	CSEA	RECLASS TO ACCOUNTING SUPV(7/1/2025)	2,407.00	66.00	68.00	10.00	144.00
146010103	1460	CSEA	LABORER	55,804.00	1,535.00	1,577.00	238.00	3,350.00
146010104	1460	CSEA	CLERK	49,552.00	1,363.00	1,400.00	211.00	2,974.00
146010105	1460	CSEA	TYPIST	49,552.00	1,363.00	1,400.00	211.00	2,974.00
168010101	1680	CSEA	REAL PROP SYST SUPV	62,343.00	1,714.00	1,761.00	266.00	3,741.00
168010102	1680	CSEA	GRAPH DESIGN & COMP SUPP SPEC	65,023.00	1,788.00	1,837.00	277.00	3,902.00
168010110	1680	CSEA	IT OPERATIONS ASST	60,744.00	1,670.00	1,716.00	259.00	3,645.00
168010118	1680	CSEA	GIS PROGRAM SPECIALIST	72,821.00	2,003.00	2,058.00	311.00	4,372.00
168010119	1680	CSEA	ACCOUNT CLERK	49,046.00	1,349.00	1,386.00	209.00	2,944.00
168010121	1680	CSEA	PRINCIPAL ACCT CLERK/TYPIST	73,534.00	2,022.00	2,078.00	314.00	4,414.00
168010122	1680	CSEA	SR. NETWORK ADMIN/WEB DESIGN	82,854.00	2,278.00	2,341.00	353.00	4,972.00
314010106	3140	CSEA	SR TYPIST	65,695.00	1,807.00	1,857.00	280.00	3,944.00
314010118	3140	CSEA	PROBATION ASSISTANT	55,803.00	1,535.00	1,577.00	238.00	3,350.00
314010120	3140	CSEA	ACCOUNT CLERK/TYPIST II	63,782.00	1,754.00	1,802.00	272.00	3,828.00
314010123	3140	CSEA	PROBATION SUPERVISOR I	114,621.00	3,152.00	3,239.00	489.00	6,880.00
314010124	3140	CSEA	PROBATION SUPERVISOR I	127,854.00	3,516.00	3,613.00	545.00	7,674.00
314010125	3140	CSEA	PROBATION OFFICER II/SR PROB	88,131.00	2,424.00	2,491.00	376.00	5,291.00
314010126	3140	CSEA	PROBATION OFFICER II/SR PROB	110,337.00	3,034.00	3,117.00	471.00	6,622.00
314010127	3140	CSEA	PROBATION OFFICER II/SR PROB	102,022.00	2,806.00	2,883.00	435.00	6,124.00
314010129	3140	CSEA	PROBATION OFFICER II/SR PROB	97,164.00	2,672.00	2,745.00	414.00	5,831.00
314010130	3140	CSEA	PROBATION OFFICER I	80,027.00	2,201.00	2,262.00	341.00	4,804.00
314010132	3140	CSEA	PROBATION OFFICER I	65,329.00	1,797.00	1,846.00	279.00	3,922.00
314010133	3140	CSEA	PROBATION OFFICER I	84,194.00	2,315.00	2,379.00	359.00	5,053.00
314010134	3140	CSEA	PROBATION OFFICER I	80,027.00	2,201.00	2,262.00	341.00	4,804.00
314010135	3140	CSEA	PROBATION OFFICER I (SP)	80,027.00	2,201.00	2,262.00	341.00	4,804.00
314010136	3140	CSEA	PROBATION ASSISTANT	53,146.00	1,462.00	1,502.00	227.00	3,191.00
314010137	3140	CSEA	PROBATION ASSISTANT	48,888.00	1,344.00	1,381.00	208.00	2,933.00
314010138	3140	CSEA	PROBATION OFFICER 1	76,366.00	2,100.00	2,158.00	326.00	4,584.00
314010918	3140	CSEA	REALLOCATION FROM GRADE 7 TO GRADE 10	3,682.00	101.00	104.00	16.00	221.00
314010920	3140	CSEA	RECLASS TO SR ACCOUNT CLERK	4,855.00	134.00	138.00	21.00	293.00
314010936	3140	CSEA	REALLOCATION FROM GRADE 7 TO GRADE 10	3,506.00	96.00	99.00	15.00	210.00
314010937	3140	CSEA	REALLOCATION FROM GRADE 7 TO GRADE 10	5,514.00	152.00	156.00	24.00	332.00
314010999	3140	CSEA	RECLASS FROM PROBATION OFFICER I TO PROBATION OFFIC	12,970.00	357.00	367.00	55.00	779.00

Position				2024 2.75%	2025 2.75%	FICA 7.65%		
Number	Org	Group/BU	Position Number Description	2025 Adopted	51000	51000	58002	TOTAL
398910110	3989	CSEA	SR TYPIST	63,782.00	1,754.00	1,802.00	272.00	3,828.00
398910117	3989	CSEA	SR TYPIST	55,097.00	1,515.00	1,557.00	235.00	3,307.00
398912101	3989	CSEA	EMS DISPATCHER	76,048.00	2,091.00	2,149.00	324.00	4,564.00
398912102	3989	CSEA	EMS DISPATCHER	49,286.00	1,355.00	1,392.00	210.00	2,957.00
398912103	3989	CSEA	EMS DISPATCHER	76,498.00	2,104.00	2,162.00	326.00	4,592.00
398912105	3989	CSEA	DSPTCH CTR SUPV	87,377.00	2,403.00	2,469.00	373.00	5,245.00
398912106	3989	CSEA	DSPTCH CTR SHFT SUPV	80,917.00	2,225.00	2,286.00	345.00	4,856.00
398912107	3989	CSEA	EMERG SVC DISPATCHER	55,930.00	1,538.00	1,580.00	239.00	3,357.00
398912108	3989	CSEA	EMS DISPATCHER	53,930.00	1,483.00	1,524.00	230.00	3,237.00
398912112	3989	CSEA	EMS DISPATCHER	68,623.00	1,887.00	1,939.00	293.00	4,119.00
398912115	3989	CSEA	EMERGENCY SERVICES DISPATCHER	65,979.00	1,814.00	1,864.00	281.00	3,959.00
398912116	3989	CSEA	EMERGENCY SERVICES DISPATCHER	65,979.00	1,814.00	1,864.00	281.00	3,959.00
398912117	3989	CSEA	DSPTCH CTR SHFT SUPV	77,064.00	2,119.00	2,177.00	329.00	4,625.00
398912118	3989	CSEA	DSPTCH CTR SHFT SUPV	54,154.00	1,489.00	1,530.00	231.00	3,250.00
398912119	3989	CSEA	DSPTCH CTR SHFT SUPV	81,642.00	2,245.00	2,307.00	348.00	4,900.00
398912120	3989	CSEA	EMERGENCY SERVICES DISPATCHER	76,382.00	2,101.00	2,159.00	326.00	4,586.00
398912121	3989	CSEA	EMERGENCY SERVICES DISPATCHER	71,883.00	1,977.00	2,031.00	307.00	4,315.00
398912122	3989	CSEA	EMERGENCY SERVICES DISPATCHER	70,623.00	1,942.00	1,995.00	301.00	4,238.00
398912123	3989	CSEA	EMERGENCY SERVICES DISPATCHER	68,623.00	1,887.00	1,939.00	293.00	4,119.00
398912124	3989	CSEA	EMERGENCY SERVICES DISPATCHER	63,979.00	1,759.00	1,807.00	273.00	3,839.00
398912125	3989	CSEA	EMERGENCY SERVICES DISPATCHER	55,930.00	1,538.00	1,580.00	239.00	3,357.00
398912126	3989	CSEA	EMS DISPATCHER	53,930.00	1,483.00	1,524.00	230.00	3,237.00
398912927	3989	CSEA	EMERGENCY SERVICES DISPATCHER (HELP)	49,286.00	1,355.00	1,392.00	210.00	2,957.00
398912928	3989	CSEA	EMERGENCY SERVICES DISPATCHER (HELP)	49,286.00	1,355.00	1,392.00	210.00	2,957.00
398912929	3989	CSEA	EMERGENCY SERVICES DISPATCHER (HELP)	49,286.00	1,355.00	1,392.00	210.00	2,957.00
298610102	2986	CSEA	ASSOC ACCNT CLERK	84,308.00	2,318.00	2,382.00	360.00	5,060.00
298610103	2986	CSEA	SENIOR ACCOUNT CLERK	54,402.00	1,496.00	1,537.00	232.00	3,265.00
401010102	4010	CSEA	FISCAL TECHNICIAN	90,987.00	2,502.00	2,571.00	388.00	5,461.00
401010112	4010	CSEA	OFFICE ASSISTANT	49,552.00	1,363.00	1,400.00	211.00	2,974.00
401010113	4010	CSEA	RECEPTIONIST	42,456.00	1,168.00	1,200.00	181.00	2,549.00
401010115	4010	CSEA	ACCOUNT CLERK II	55,097.00	1,515.00	1,557.00	235.00	3,307.00
401010117	4010	CSEA	OFFICE ASSISTANT	41,090.00	1,130.00	1,161.00	175.00	2,466.00
401019103	4010	CSEA	PUB HLTH NURSE	97,218.00	2,673.00	2,747.00	415.00	5,835.00
401019104	4010	CSEA	SR PUB HLTH PRGM ASST	76,627.00	2,107.00	2,165.00	327.00	4,599.00
401011101	4010	CSEA	SUPV PUB HLTH NURSE	149,635.00	4,115.00	4,228.00	638.00	8,981.00
401011113	4010	CSEA	SR PUB HLTH NURSE	79,031.00	2,173.00	2,233.00	337.00	4,743.00
401011114	4010	CSEA	PUB HLTH NURSE (SS)	83,981.00	2,309.00	2,372.00	358.00	5,039.00
401011115	4010	CSEA	SR PUB HLTH NURSE	107,228.00	2,949.00	3,030.00	457.00	6,436.00
401011116	4010	CSEA	PUB HLTH NURSE (SS)	80,116.00	2,203.00	2,264.00	342.00	4,809.00
401011118	4010	CSEA	ASST PUB HLTH EDC II (SP)	92,538.00	2,545.00	2,615.00	395.00	5,555.00
401011120	4010	CSEA	PUB HLTH NURSE (SS)	80,116.00	2,203.00	2,264.00	342.00	4,809.00
401011121	4010	CSEA	PUB HLTH NURSE	83,981.00	2,309.00	2,372.00	358.00	5,039.00
401011122	4010	CSEA	PUB HLTH PRGM ASST TRAINEE	70,418.00	1,936.00	1,989.00	300.00	4,225.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
401037101	4010	CSEA	PUB HLTH SANITARIAN	92,589.00	2,546.00	2,616.00	395.00	5,557.00
401043104	4010	CSEA	PUB HLTH SANITARIAN TRAINEE	38,916.00	1,070.00	1,099.00	166.00	2,335.00
401012104	4010	CSEA	PUB HLTH SANITARIAN	83,981.00	2,309.00	2,372.00	358.00	5,039.00
401012106	4010	CSEA	PUB HLTH SANITARIAN II	115,854.00	3,186.00	3,274.00	494.00	6,954.00
401012107	4010	CSEA	ASSOC PUB HLTH SANIT	149,635.00	4,115.00	4,228.00	638.00	8,981.00
401012112	4010	CSEA	PR ENV HLTH ENG AIDE	32,916.00	905.00	930.00	140.00	1,975.00
401012118	4010	CSEA	ASSOC PUB HLTH SANIT	131,770.00	3,624.00	3,724.00	562.00	7,910.00
401012119	4010	CSEA	PUB HLTH SANITARIAN	92,589.00	2,546.00	2,616.00	395.00	5,557.00
401012123	4010	CSEA	ASST PUB HLTH ENG	97,259.00	2,675.00	2,749.00	415.00	5,839.00
401012124	4010	CSEA	ASST PUB HLTH ENG	97,259.00	2,675.00	2,749.00	415.00	5,839.00
401012126	4010	CSEA	PUB HLTH SANITARIAN	88,180.00	2,425.00	2,492.00	376.00	5,293.00
401012127	4010	CSEA	PUB HLTH SANITARIAN	83,981.00	2,309.00	2,372.00	358.00	5,039.00
401012128	4010	CSEA	SR PUB HLTH SANITARIAN	107,228.00	2,949.00	3,030.00	457.00	6,436.00
401012129	4010	CSEA	SR PUB HLTH ENGINEER	139,859.00	3,846.00	3,952.00	597.00	8,395.00
401012130	4010	CSEA	CLERK (SP) (RECLASS TO OFFICE ASSISTANT)	41,090.00	1,130.00	1,161.00	175.00	2,466.00
401012132	4010	CSEA	SR OFFICE ASS'T (SP)	52,676.00	1,449.00	1,489.00	225.00	3,163.00
401012133	4010	CSEA	INTERMEDIATE OFFICE ASSISTANT	59,291.00	1,631.00	1,676.00	253.00	3,560.00
401012134	4010	CSEA	RECLASS TO ASSISTANT PUBLIC HEALTH ENGINEER (GRADE	39,970.00	1,099.00	1,129.00	170.00	2,398.00
401012919	4010	CSEA	RECLASS TO SR PUBLIC HEALTH SANITARIAN	5,113.00	141.00	145.00	22.00	308.00
401012923	4010	CSEA	RECLASS TO PUB HLTH ENG	5,213.00	143.00	147.00	22.00	312.00
401012926	4010	CSEA	RECLASS TO SR PUBLIC HEALTH SANITARIAN	3,841.00	106.00	109.00	16.00	231.00
401042101	4010	CSEA	ENVIR HEALTH AIDE	47,124.00	1,296.00	1,332.00	201.00	2,829.00
401043104	4010	CSEA	PUB HLTH SANITARIAN TRAINEE	38,916.00	1,070.00	1,099.00	166.00	2,335.00
401026101	4010	CSEA	SUPV PUB HLTH EDUCATOR	113,828.00	3,130.00	3,216.00	485.00	6,831.00
401026102	4010	CSEA	ASST PUB HLTH EDC II	92,538.00	2,545.00	2,615.00	395.00	5,555.00
401026106	4010	CSEA	EPIDEMIOLOGIST	97,259.00	2,675.00	2,749.00	415.00	5,839.00
401026109	4010	CSEA	SR PUB HLTH PRGM ASST	76,586.00	2,106.00	2,164.00	327.00	4,597.00
401026112	4010	CSEA	SR PUB HLTH PRGM ASST	80,458.00	2,213.00	2,274.00	343.00	4,830.00
401026911	4010	CSEA	PUB HLTH PRGM ASST TRAINEE	52,482.00	1,443.00	1,483.00	224.00	3,150.00
401026111	4010	CSEA	RECLASS TO PUB HLTH PRGM ASST	2,472.00	68.00	70.00	11.00	149.00
401026906	4010	CSEA	RECLASS TO SENIOR EPIDEMIOLOGIST (GRADE 22)	4,365.00	120.00	123.00	19.00	262.00
401026909	4010	CSEA	RECLASS TO PUBLIC HEALTH EDUCATOR (EFFECTIVE 7/1/20:	6,112.00	168.00	173.00	26.00	367.00
401026113	4010	CSEA	ASSISTANT PUBLIC HEALTH EDUCATOR BILINGUAL TRAINEE	56,673.00	1,559.00	1,602.00	242.00	3,403.00
401055101	4010	CSEA	BIOTERROR HLTH PLAN COORD	112,589.00	3,096.00	3,181.00	480.00	6,757.00
405910102	4059	CSEA	EI & PRESCH PRG SUPV	118,322.00	3,254.00	3,343.00	505.00	7,102.00
405910103	4059	CSEA	EI SVCES COORD (SS)	66,598.00	1,831.00	1,881.00	284.00	3,996.00
405910107	4059	CSEA	EI SVCES COORD (SP)	74,949.00	2,061.00	2,118.00	320.00	4,499.00
405910108	4059	CSEA	EI SVCES COORD	59,595.00	1,639.00	1,684.00	254.00	3,577.00
405910112	4059	CSEA	PR CLERK	67,065.00	1,844.00	1,895.00	286.00	4,025.00
405910113	4059	CSEA	SR EI SVCES COORD	88,230.00	2,426.00	2,493.00	376.00	5,295.00
405910902	4059	CSEA	REALLOCATION FROM GRADE 22 TO GRADE 23	6,126.00	168.00	173.00	26.00	367.00
511110104	5111	CSEA	MASTER MECHANIC I	115,967.00	3,189.00	3,277.00	495.00	6,961.00
511110123	5111	CSEA	MASTER MECHANIC II	112,688.00	3,099.00	3,184.00	481.00	6,764.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
511110125	5111	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
511110129	5111	CSEA	MASTER PLUMBER	97,259.00	2,675.00	2,749.00	415.00	5,839.00
511110130	5111	CSEA	MAINT CARPENTER II	88,131.00	2,424.00	2,491.00	376.00	5,291.00
511110131	5111	CSEA	LEAD CARPENTER	102,122.00	2,808.00	2,885.00	436.00	6,129.00
511110132	5111	CSEA	MAINT PAINTER II	86,838.00	2,388.00	2,454.00	370.00	5,212.00
511110133	5111	CSEA	HVAC TECHNICIAN	63,389.00	1,743.00	1,791.00	270.00	3,804.00
511110134	5111	CSEA	MAINT ELECTRICIAN II	88,131.00	2,424.00	2,491.00	376.00	5,291.00
511110135	5111	CSEA	HVAC MECHANIC	72,829.00	2,003.00	2,058.00	311.00	4,372.00
511110136	5111	CSEA	BLDG MAINT MECH I	58,756.00	1,616.00	1,660.00	251.00	3,527.00
511110137	5111	CSEA	BLDG MAINT MECH II	76,843.00	2,113.00	2,171.00	328.00	4,612.00
511110138	5111	CSEA	ASST CARPENTER	80,458.00	2,213.00	2,274.00	343.00	4,830.00
511110139	5111	CSEA	BLDG MAINT MECH II	66,380.00	1,825.00	1,875.00	283.00	3,983.00
511110930	5111	CSEA	RECLASS TO LEAD CARPENTER	4,611.00	127.00	130.00	20.00	277.00
601020104	6010	CSEA	PR ACCOUNT CLERK	30,737.00	845.00	868.00	131.00	1,844.00
601020117	6010	CSEA	PR OFFICE ASSISTANT	20,993.00	577.00	593.00	90.00	1,260.00
601020904	6010	CSEA	RECLASS TO FISCAL TECHNICIAN	1,549.00	43.00	44.00	7.00	94.00
601020922	6010	CSEA	REALLOCATION TO CONFIDENTIAL SECRETARY II (SPLIT W/D:	26,826.00	738.00	758.00	114.00	1,610.00
601001101	6010	CSEA	CASEWORKER	76,470.00	2,103.00	2,161.00	326.00	4,590.00
601004102	6010	CSEA	ACCOUNT CLERK/TYPIST	25,645.00	705.00	724.00	109.00	1,538.00
601007102	6010	CSEA	SOC SVCS SPECIALIST I	64,575.00	1,776.00	1,825.00	275.00	3,876.00
601007104	6010	CSEA	SOC SVCS SUPV	64,235.00	1,766.00	1,815.00	274.00	3,855.00
601007105	6010	CSEA	SOC SVCS SPECIALIST I	18,450.00	507.00	521.00	79.00	1,107.00
601007109	6010	CSEA	SOC SVCS SPECIALIST I	33,902.00	932.00	958.00	145.00	2,035.00
601007110	6010	CSEA	SOC SVCS SPECIALIST I (SP)	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601007111	6010	CSEA	SR OFFICE ASST	33,058.00	909.00	934.00	141.00	1,984.00
601007113	6010	CSEA	COORD TEMPORARY ASSISTANCE	35,708.00	982.00	1,009.00	152.00	2,143.00
601007114	6010	CSEA	SOCIAL SERVICES SPECIALIST 1	50,576.00	1,391.00	1,429.00	216.00	3,036.00
601002103	6010	CSEA	CPS SUPERVISOR	105,083.00	2,890.00	2,969.00	448.00	6,307.00
601002104	6010	CSEA	CASEWORKER	79,884.00	2,197.00	2,257.00	341.00	4,795.00
601002105	6010	CSEA	CASEWORKER	76,645.00	2,108.00	2,166.00	327.00	4,601.00
601002106	6010	CSEA	CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002108	6010	CSEA	CPS CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002110	6010	CSEA	CASEWORKER	80,294.00	2,208.00	2,269.00	342.00	4,819.00
601002119	6010	CSEA	CASE SUPV GRADE B	102,023.00	2,806.00	2,883.00	435.00	6,124.00
601002120	6010	CSEA	CPS CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002121	6010	CSEA	CASEWORKER	82,739.00	2,275.00	2,338.00	353.00	4,966.00
601002123	6010	CSEA	CASEWORKER (SP)	72,829.00	2,003.00	2,058.00	311.00	4,372.00
601002124	6010	CSEA	CASEWORKER	82,432.00	2,267.00	2,329.00	352.00	4,948.00
601002125	6010	CSEA	CPS CASEWORKER	80,294.00	2,208.00	2,269.00	342.00	4,819.00
601002126	6010	CSEA	CPS CASEWORKER	59,595.00	1,639.00	1,684.00	254.00	3,577.00
601002128	6010	CSEA	CPS CASEWORKER (SP)	72,829.00	2,003.00	2,058.00	311.00	4,372.00
601002129	6010	CSEA	SR CPS CASEWORKER	80,027.00	2,201.00	2,262.00	341.00	4,804.00
601002130	6010	CSEA	SR CPS CASEWORKER	88,230.00	2,426.00	2,493.00	376.00	5,295.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
601002131	6010	CSEA	SR CASEWORKER	91,055.00	2,504.00	2,573.00	388.00	5,465.00
601002132	6010	CSEA	CASEWORKER	72,829.00	2,003.00	2,058.00	311.00	4,372.00
601002133	6010	CSEA	CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002135	6010	CSEA	CASEWORKER ASSISTANT	73,330.00	2,017.00	2,072.00	313.00	4,402.00
601002137	6010	CSEA	SR CASEWORKER	81,806.00	2,250.00	2,312.00	349.00	4,911.00
601002911	6010	CSEA	RECLASS TO OFFICE ASSISTANT	41,090.00	1,130.00	1,161.00	175.00	2,466.00
601002918	6010	CSEA	CPS CASEWORKER (HELP)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002920	6010	CSEA	CPS CASEWORKER (HELP)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002934	6010	CSEA	CPS CASEWORKER (HELP)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
601002937	6010	CSEA	RECLASS TO CASE SUPV GRADE B	2,606.00	72.00	74.00	11.00	157.00
601004103	6010	CSEA	CASEWORKER	59,595.00	1,639.00	1,684.00	254.00	3,577.00
601303102	6013	CSEA	SR CLERK	11,806.00	325.00	334.00	50.00	709.00
601003102	6010	CSEA	EMPLOY & TRAIN ASST	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601003104	6010	CSEA	SR E & T COUNSELOR	97,820.00	2,690.00	2,764.00	417.00	5,871.00
626110101	6261	CSEA	COORD WIA/E & T	121,662.00	3,346.00	3,438.00	519.00	7,303.00
626110102	6261	CSEA	ASST COORD WIA/E & T	62,343.00	1,714.00	1,761.00	266.00	3,741.00
601004102	6010	CSEA	ACCOUNT CLERK/TYPIST	25,645.00	705.00	724.00	109.00	1,538.00
601004104	6010	CSEA	SOC SVCS SUPV	80,294.00	2,208.00	2,269.00	342.00	4,819.00
601004105	6010	CSEA	SR TYPIST	52,676.00	1,449.00	1,489.00	225.00	3,163.00
601004108	6010	CSEA	SOC SVCS SPECIALIST I	63,420.00	1,744.00	1,792.00	271.00	3,807.00
601004110	6010	CSEA	SOC SVCS SPECIALIST I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601004115	6010	CSEA	SOC SVCS SPECIALIST I	56,408.00	1,551.00	1,594.00	241.00	3,386.00
601004116	6010	CSEA	COORD MEDICAID/LTC	97,164.00	2,672.00	2,745.00	414.00	5,831.00
601004117	6010	CSEA	SR ACCOUNT CLERK	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601004118	6010	CSEA	SOC SVCS SPECIALIST I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601004120	6010	CSEA	SOC SVCS SPECIALIST I	71,194.00	1,958.00	2,012.00	304.00	4,274.00
601004124	6010	CSEA	SOC SVCS SPECIALIST I	67,804.00	1,865.00	1,916.00	289.00	4,070.00
601004128	6010	CSEA	SOC SVCS SPECIALIST I (SP)	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601004129	6010	CSEA	OFFICE ASSISTANT	45,650.00	1,255.00	1,290.00	195.00	2,740.00
601006902	6010	CSEA	RECLASS TO PRINCIPAL OFFICE ASSISTANT (SPLIT W/WMS)	42,251.00	1,162.00	1,194.00	180.00	2,536.00
601007104	6010	CSEA	SOC SVCS SUPV	16,059.00	442.00	454.00	69.00	965.00
601007105	6010	CSEA	SOC SVCS SPEC I	43,050.00	1,184.00	1,217.00	184.00	2,585.00
601007106	6010	CSEA	SOC SVCS SPECIALIST I (SP)	50,076.00	1,377.00	1,415.00	214.00	3,006.00
601007107	6010	CSEA	SOC SVCS SPECIALIST I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
601007109	6010	CSEA	SOC SVCS SPECIALIST I	33,902.00	932.00	958.00	145.00	2,035.00
601007111	6010	CSEA	SR OFFICE ASST	22,039.00	606.00	623.00	94.00	1,323.00
601007113	6010	CSEA	COORD TEMPORARY ASSISTANCE	66,315.00	1,824.00	1,874.00	283.00	3,981.00
601007914	6010	CSEA	SOC SVCS SPECIALIST TRN	50,576.00	1,391.00	1,429.00	216.00	3,036.00
601008104	6010	CSEA	CHILD SUPP SPECIALIST I	56,408.00	1,551.00	1,594.00	241.00	3,386.00
601008105	6010	CSEA	CHILD SUPP SPECIALIST I	72,454.00	1,992.00	2,047.00	309.00	4,348.00
601008106	6010	CSEA	CHILD SUPP SPECIALIST I	50,576.00	1,391.00	1,429.00	216.00	3,036.00
601008107	6010	CSEA	ACCOUNT CLERK II	65,695.00	1,807.00	1,857.00	280.00	3,944.00
601010102	6010	CSEA	SR RESOURCE SPECIALIST	92,950.00	2,556.00	2,626.00	396.00	5,578.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
601016104	6010	CSEA	SR COMPUTER OPERS SPECIALIST	84,028.00	2,311.00	2,375.00	358.00	5,044.00
601006902	6010	CSEA	RECLASS TO PRINCIPAL OFFICE ASSISTANT (SPLIT W/ TRAINI	28,167.00	775.00	796.00	120.00	1,691.00
601007108	6010	CSEA	ACCOUNT CLERK II	55,097.00	1,515.00	1,557.00	235.00	3,307.00
601020104	6010	CSEA	PR ACCOUNT CLERK	46,106.00	1,268.00	1,303.00	197.00	2,768.00
601002115	6010	CSEA	SR ACCOUNT CLERK (RECLASS FROM DSS SERVICES)	65,368.00	1,798.00	1,847.00	279.00	3,924.00
601020107	6010	CSEA	LEGAL ASSISTANT	66,380.00	1,825.00	1,875.00	283.00	3,983.00
601020109	6010	CSEA	CLERK II (SP)	61,490.00	1,691.00	1,738.00	262.00	3,691.00
601020111	6010	CSEA	ACCOUNTING SUPV	115,854.00	3,186.00	3,274.00	494.00	6,954.00
601020112	6010	CSEA	PR ACCOUNT CLERK	76,843.00	2,113.00	2,171.00	328.00	4,612.00
601020113	6010	CSEA	CLERK (SP)	52,030.00	1,431.00	1,470.00	222.00	3,123.00
601020117	6010	CSEA	PR OFFICE ASSISTANT	31,489.00	866.00	890.00	134.00	1,890.00
601020118	6010	CSEA	SR TYPIST	50,650.00	1,393.00	1,431.00	216.00	3,040.00
601020119	6010	CSEA	SR ACCOUNT CLERK	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601020126	6010	CSEA	INTERMEDIATE OFFICE ASSISTANT	58,831.00	1,618.00	1,662.00	251.00	3,531.00
601020904	6010	CSEA	RECLASS TO FISCAL TECHNICIAN	2,322.00	64.00	66.00	10.00	140.00
601020914	6010	CSEA	FISCAL TECHNICIAN	62,343.00	1,714.00	1,761.00	266.00	3,741.00
601020922	6010	CSEA	RECLASS TO CONFIDENTIAL SECRETARY II (SPLIT W/MENTAL	40,239.00	1,107.00	1,137.00	172.00	2,416.00
626110103	6261	CSEA	WIA INT SVC CASE MGR	84,308.00	2,318.00	2,382.00	360.00	5,060.00
626110104	6261	CSEA	WIA ASST	48,827.00	1,343.00	1,380.00	208.00	2,931.00
601303102	6013	CSEA	SR CLERK	35,420.00	974.00	1,001.00	151.00	2,126.00
601302102	6013	CSEA	VICTIM ADVOCATE	67,804.00	1,865.00	1,916.00	289.00	4,070.00
601302103	6013	CSEA	SR BILINGUAL VICTIM ADVOCATE	71,421.00	1,964.00	2,018.00	305.00	4,287.00
651010109	6510	CSEA	TYPIST	45,650.00	1,255.00	1,290.00	195.00	2,740.00
661010102	6610	CSEA	INSPECTOR WEIGHTS & MEASURES	52,482.00	1,443.00	1,483.00	224.00	3,150.00
677210104	6772	CSEA	AGING SERVICES AIDE	37,901.00	1,042.00	1,071.00	162.00	2,275.00
677210105	6772	CSEA	CASEWORKER	72,829.00	2,003.00	2,058.00	311.00	4,372.00
677210107	6772	CSEA	ACCOUNT CLERK/TYPIST	51,290.00	1,410.00	1,449.00	219.00	3,078.00
677210108	6772	CSEA	AGING SVCES AIDE	39,601.00	1,089.00	1,119.00	169.00	2,377.00
677210109	6772	CSEA	AGING SVCES AIDE	26,090.00	717.00	737.00	111.00	1,565.00
677210111	6772	CSEA	CASEWORKER	65,543.00	1,802.00	1,852.00	280.00	3,934.00
677210118	6772	CSEA	TYPIST	38,933.00	1,071.00	1,100.00	166.00	2,337.00
677210120	6772	CSEA	SR CASEWORKER(OSR))Moved from 10677201.10194)	88,229.00	2,426.00	2,493.00	376.00	5,295.00
677210122	6772	CSEA	ACCOUNT CLERK	56,145.00	1,544.00	1,586.00	239.00	3,369.00
677210123	6772	CSEA	CASEWORKER	69,519.00	1,912.00	1,965.00	297.00	4,174.00
677210127	6772	CSEA	DRIVER	50,822.00	1,398.00	1,436.00	217.00	3,051.00
677210128	6772	CSEA	CDL DRIVER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
677210130	6772	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210132	6772	CSEA	DRIVER	58,593.00	1,611.00	1,655.00	250.00	3,516.00
677210135	6772	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210136	6772	CSEA	DRIVER	50,822.00	1,398.00	1,436.00	217.00	3,051.00
677210137	6772	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210138	6772	CSEA	DRIVER	63,369.00	1,743.00	1,791.00	270.00	3,804.00
677210141	6772	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
677210142	6772	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677210146	6772	CSEA	FISCAL TECHNICIAN	80,124.00	2,203.00	2,264.00	342.00	4,809.00
677210147	6772	CSEA	TRANSPORTATION COORD (RECLASSIFIED FROM HEAD DRIVER)	66,360.00	1,825.00	1,875.00	283.00	3,983.00
677210148	6772	CSEA	ACCOUNT CLERK/TYPIST	42,456.00	1,168.00	1,200.00	181.00	2,549.00
677210150	6772	CSEA	OFFICE ASSISTANT	35,868.00	986.00	1,013.00	153.00	2,152.00
677210151	6772	CSEA	OFFICE ASSISTANT	29,350.00	807.00	829.00	125.00	1,761.00
677210156	6772	CSEA	CASEWORKER ASST (OSR)	43,929.00	1,208.00	1,241.00	187.00	2,636.00
677210153	6772	CSEA	CASEWORKER ASST (OSR)	61,500.00	1,691.00	1,738.00	262.00	3,691.00
677210154	6772	CSEA	RECEPTIONIST	51,290.00	1,410.00	1,449.00	219.00	3,078.00
677210155	6772	CSEA	CASEWORKER ASST (OSR)	71,193.00	1,958.00	2,012.00	304.00	4,274.00
677210904	6772	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - Tentative at Gr	3,189.00	88.00	90.00	14.00	192.00
677210908	6772	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - Tentative at Gr	6,049.00	166.00	171.00	26.00	363.00
677210909	6772	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - 25 HPW TO 35	15,000.00	413.00	424.00	64.00	901.00
677210911	6772	CSEA	INCREASE TO 35 HPW	10,927.00	300.00	308.00	47.00	655.00
677210912	6772	CSEA	REALLOCATION FROM GRADE 2 TO GRADE 8 - 25 HPW TO 35	17,569.00	483.00	496.00	75.00	1,054.00
677210152	6772	CSEA	RECLASS FROM AGING SVCES AIDE FT TO OFFICE ASSISTANT	29,351.00	807.00	829.00	125.00	1,761.00
677410104	6774	CSEA	COOK (Moved from 10677400.10185/10677800)	54,851.00	1,508.00	1,549.00	234.00	3,291.00
677410107	6774	CSEA	COOK (Moved from 10677400.10185/10677800)	54,632.00	1,502.00	1,543.00	233.00	3,278.00
677410108	6774	CSEA	DIETARY TECHNICIAN (Moved from 10677400.10185/10677800)	41,969.00	1,154.00	1,186.00	179.00	2,519.00
677410112	6774	CSEA	FOOD SERVICE HELPER	35,639.00	980.00	1,007.00	152.00	2,139.00
677410115	6774	CSEA	FOOD SERVICE HELPER	25,500.00	701.00	720.00	109.00	1,530.00
677410118	6774	CSEA	FOOD SERVICE HELPER	28,287.00	778.00	799.00	121.00	1,698.00
677410123	6774	CSEA	FOOD SERVICE HELPER	23,521.00	647.00	665.00	100.00	1,412.00
677410127	6774	CSEA	COOK	47,404.00	1,304.00	1,340.00	202.00	2,846.00
677410109	6774	CSEA	NUTRITION SITE MGR (Moved from 10677200)	47,130.00	1,296.00	1,332.00	201.00	2,829.00
677410130	6774	CSEA	HEAD COOK	63,345.00	1,742.00	1,790.00	270.00	3,802.00
677410131	6774	CSEA	COOK	45,650.00	1,255.00	1,290.00	195.00	2,740.00
677410116	6774	CSEA	CASEWORKER ASST (OSR) (Moved from 10677200)	73,330.00	2,017.00	2,072.00	313.00	4,402.00
677410105	6774	CSEA	NUTRITION SITE MGR (Moved from 10677200)	53,983.00	1,485.00	1,526.00	230.00	3,241.00
677410106	6774	CSEA	NUTRITION SITE MGR (Moved from 10677200)	44,885.00	1,234.00	1,268.00	191.00	2,693.00
677410133	6774	CSEA	FOOD SERVICE HELPER	28,285.00	778.00	799.00	121.00	1,698.00
677410126	6774	CSEA	DRIVER	28,136.00	774.00	795.00	120.00	1,689.00
677410135	6774	CSEA	NUTRITION SITE MGR	44,886.00	1,234.00	1,268.00	191.00	2,693.00
677810107	6778	CSEA	FOOD SERVICE HELPER	28,287.00	778.00	799.00	121.00	1,698.00
677510101	6775	CSEA	CASEWORKER	72,829.00	2,003.00	2,058.00	311.00	4,372.00
677510102	6775	CSEA	CASEWORKER (Moved from 10677600)	69,519.00	1,912.00	1,965.00	297.00	4,174.00
677710105	6777	CSEA	DAY CARE HELPER	36,102.00	993.00	1,020.00	154.00	2,167.00
677710107	6777	CSEA	DAY CARE HELPER	25,788.00	709.00	728.00	110.00	1,547.00
677710110	6777	CSEA	DRIVER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677710111	6777	CSEA	CASEWORKER	80,294.00	2,208.00	2,269.00	342.00	4,819.00
677710113	6777	CSEA	DAY CARE HELPER	42,792.00	1,177.00	1,209.00	183.00	2,569.00
677710114	6777	CSEA	DAY CARE HELPER	23,792.00	654.00	672.00	101.00	1,427.00
677710115	6777	CSEA	CASEWORKER/RN	84,308.00	2,318.00	2,382.00	360.00	5,060.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
677710116	6777	CSEA	DAY CARE HELPER	23,792.00	654.00	672.00	101.00	1,427.00
677710118	6777	CSEA	DRIVER	55,803.00	1,535.00	1,577.00	238.00	3,350.00
677710121	6777	CSEA	DAY CARE HELPER	23,792.00	654.00	672.00	101.00	1,427.00
677210133	6772	CSEA	DRIVER (Moved from 10672000)	53,146.00	1,462.00	1,502.00	227.00	3,191.00
677710905	6777	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	5,034.00	138.00	142.00	21.00	301.00
677710907	6777	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	3,595.00	99.00	102.00	15.00	216.00
677710913	6777	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	4,828.00	133.00	137.00	21.00	291.00
677710914	6777	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	2,785.00	77.00	79.00	12.00	168.00
677710916	6777	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	2,785.00	77.00	79.00	12.00	168.00
677710921	6777	CSEA	REALLOCATION FROM GRADE 1 TO GRADE 5 - Tentative at Gr	2,785.00	77.00	79.00	12.00	168.00
677910102	6779	CSEA	REG PROF NURSE (OSR)	42,568.00	1,171.00	1,203.00	182.00	2,556.00
677910101	6779	CSEA	AGING SERVICES AIDE II	49,552.00	1,363.00	1,400.00	211.00	2,974.00
677910103	6779	CSEA	DRIVER (Moved From 10677300)	12,200.00	336.00	345.00	52.00	733.00
677910902	6779	CSEA	REALLOCATION FROM GRADE 15 TO GRADE 17-25 HPW	4,096.00	113.00	116.00	18.00	247.00
711010105	7110	CSEA	LABORER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
711010109	7110	CSEA	CONSTR EQUIP OPER II	82,872.00	2,279.00	2,342.00	354.00	4,975.00
711010112	7110	CSEA	LABORER	53,146.00	1,462.00	1,502.00	227.00	3,191.00
711010116	7110	CSEA	R M E O I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
711010117	7110	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
711010119	7110	CSEA	LABORER	50,822.00	1,398.00	1,436.00	217.00	3,051.00
711010120	7110	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
711010122	7110	CSEA	R M E O I	61,500.00	1,691.00	1,738.00	262.00	3,691.00
711010124	7110	CSEA	FARM ASSISTANT	57,128.00	1,571.00	1,614.00	244.00	3,429.00
711010125	7110	CSEA	SENIOR FARM ASSISTANT	61,500.00	1,691.00	1,738.00	262.00	3,691.00
711010126	7110	CSEA	CREW CHIEF	79,148.00	2,177.00	2,237.00	338.00	4,752.00
711010127	7110	CSEA	ASST MAINT MASON II	63,389.00	1,743.00	1,791.00	270.00	3,804.00
711010128	7110	CSEA	SENIOR PARK RANGER	64,575.00	1,776.00	1,825.00	275.00	3,876.00
711010129	7110	CSEA	SUPV CREW CHIEF II (RECLASSED FROM SUPV CREW CHIEF)	102,329.00	2,814.00	2,891.00	436.00	6,141.00
711010130	7110	CSEA	SR ACCOUNT CLERK	56,652.00	1,558.00	1,601.00	242.00	3,401.00
731010110	7310	CSEA	YOUTH PRGM SPECIALIST	14,566.00	401.00	412.00	62.00	875.00
731013103	7310	CSEA	YOUTH PRGM SPECIALIST	29,132.00	801.00	823.00	124.00	1,748.00
731013104	7310	CSEA	YOUTH PRGM SPECIALIST	69,519.00	1,912.00	1,965.00	297.00	4,174.00
731010111	7310	CSEA	SR TYPIST	55,097.00	1,515.00	1,557.00	235.00	3,307.00
731010113	7310	CSEA	ACCOUNT CLERK	49,046.00	1,349.00	1,386.00	209.00	2,944.00
601020126	6010	CSEA	INTERMEDIATE OFFICE ASSISTANT	6,537.00	180.00	185.00	28.00	393.00
731010110	7310	CSEA	YOUTH PRGM SPECIALIST	58,263.00	1,602.00	1,646.00	248.00	3,496.00
731013103	7310	CSEA	YOUTH PRGM SPECIALIST	43,697.00	1,202.00	1,235.00	186.00	2,623.00
751110104	7511	CSEA	COUNTY HISTORIAN AIDE	26,446.00	727.00	747.00	113.00	1,587.00
751110105	7511	CSEA	COUNTY HISTORIAN AIDE	26,446.00	727.00	747.00	113.00	1,587.00
802010103	8020	CSEA	PR TYPIST	83,963.00	2,309.00	2,372.00	358.00	5,039.00
802010104	8020	CSEA	SR PLANNING ASSISTANT	107,373.00	2,953.00	3,034.00	458.00	6,445.00
802010105	8020	CSEA	PLANNER	69,724.00	1,917.00	1,970.00	297.00	4,184.00
802010109	8020	CSEA	SR ACCOUNT CLERK	62,256.00	1,712.00	1,759.00	266.00	3,737.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
802010116	8020	CSEA	PLANNING ASSISTANT	63,871.00	1,756.00	1,804.00	272.00	3,832.00
802010121	8020	CSEA	PLANNER I (GRADE 16)	62,343.00	1,714.00	1,761.00	266.00	3,741.00
802010122	8020	CSEA	ACCOUNT CLERK	42,456.00	1,168.00	1,200.00	181.00	2,549.00
GENERAL FUND				\$ 23,013,790.00	\$ 632,886.00	\$ 650,296.00	\$ 98,164.00	\$ 1,381,346.00
511010101	5110	CSEA	CONSTR MAT & HWY DISP	52,482.00	1,443.00	1,483.00	224.00	3,150.00
511010103	5110	CSEA	R M E O I	56,408.00	1,551.00	1,594.00	241.00	3,386.00
511010104	5110	CSEA	LABORER	48,888.00	1,344.00	1,381.00	208.00	2,933.00
511010106	5110	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010108	5110	CSEA	R M E O I	58,756.00	1,616.00	1,660.00	251.00	3,527.00
511010109	5110	CSEA	R M E O II	83,963.00	2,309.00	2,372.00	358.00	5,039.00
511010110	5110	CSEA	CONSTR EQUIP OPER II	91,367.00	2,513.00	2,582.00	390.00	5,485.00
511010111	5110	CSEA	CONSTR EQUIP OPER	79,148.00	2,177.00	2,237.00	338.00	4,752.00
511010113	5110	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010114	5110	CSEA	R M E O II	73,938.00	2,033.00	2,089.00	315.00	4,437.00
511010116	5110	CSEA	CONSTR EQUIP OPER II	72,979.00	2,007.00	2,062.00	311.00	4,380.00
511010120	5110	CSEA	CREW CHIEF	66,380.00	1,825.00	1,875.00	283.00	3,983.00
511010121	5110	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010123	5110	CSEA	R M E O II	61,010.00	1,678.00	1,724.00	260.00	3,662.00
511010125	5110	CSEA	TREE MAINT EQP OP II	72,829.00	2,003.00	2,058.00	311.00	4,372.00
511010130	5110	CSEA	R M E O I	56,408.00	1,551.00	1,594.00	241.00	3,386.00
511010131	5110	CSEA	MAINT MASON	84,028.00	2,311.00	2,375.00	358.00	5,044.00
511010140	5110	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010148	5110	CSEA	LEAD CONSTR EQUIP OPER	95,420.00	2,624.00	2,696.00	407.00	5,727.00
511010149	5110	CSEA	TREE MAINT EQP OP I	66,380.00	1,825.00	1,875.00	283.00	3,983.00
511010150	5110	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010151	5110	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010152	5110	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010153	5110	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010155	5110	CSEA	LEAD CREW CHIEF	95,420.00	2,624.00	2,696.00	407.00	5,727.00
511010156	5110	CSEA	R M E O II	63,871.00	1,756.00	1,804.00	272.00	3,832.00
511010159	5110	CSEA	SUPV CREW CHIEF II	134,364.00	3,695.00	3,797.00	573.00	8,065.00
511010160	5110	CSEA	ASST MAINT MASON II	69,503.00	1,911.00	1,964.00	296.00	4,171.00
511010161	5110	CSEA	LEAD CREW CHIEF II (RECLASSIFIED FROM CREW CHIEF II)	95,420.00	2,624.00	2,696.00	407.00	5,727.00
511090120	5110	CSEA	RECLASS TO CREW CHIEF II	3,139.00	86.00	88.00	13.00	187.00
511090131	5110	CSEA	RECLASS TO SUPER CREW CHIEF I	4,240.00	117.00	120.00	18.00	255.00
511090151	5110	CSEA	RECLASS FROM RME O II TO CREW CHIEF I	2,509.00	69.00	71.00	11.00	151.00
COUNTY ROAD				\$ 2,099,818.00	\$ 57,740.00	\$ 59,325.00	\$ 8,952.00	\$ 126,017.00
513010101	5130	CSEA	AUTOMOTIVE MECHANIC	84,308.00	2,318.00	2,382.00	360.00	5,060.00

Position Number	Org	Group/BU	Position Number Description	2025 Adopted	2024 2.75% 51000	2025 2.75% 51000	FICA 7.65% 58002	TOTAL
513010104	5130	CSEA	AUTOMOTIVE MECHANIC	66,598.00	1,831.00	1,881.00	284.00	3,996.00
513010105	5130	CSEA	AUTOMOTIVE MECHANIC	72,829.00	2,003.00	2,058.00	311.00	4,372.00
513010106	5130	CSEA	AUTOMOTIVE BODY MECHANIC	86,838.00	2,388.00	2,454.00	370.00	5,212.00
513010110	5130	CSEA	LEAD DIESEL MECHANIC	80,457.00	2,213.00	2,274.00	343.00	4,830.00
513010111	5130	CSEA	LEAD AUTOMOTIVE MECHANIC	80,027.00	2,201.00	2,262.00	341.00	4,804.00
513010112	5130	CSEA	AUTOMOTIVE MECHANIC	80,294.00	2,208.00	2,269.00	342.00	4,819.00
513010113	5130	CSEA	CHIEF MECHANIC II	115,967.00	3,189.00	3,277.00	495.00	6,961.00
513010115	5130	CSEA	AUTO MECHANIC HELPER	56,408.00	1,551.00	1,594.00	241.00	3,386.00
ROAD MACHINERY				\$ 723,726.00	\$ 19,902.00	\$ 20,451.00	\$ 3,087.00	\$ 43,440.00
GRAND TOTAL				\$ 25,837,334.00	\$ 710,528.00	\$ 730,072.00	\$ 110,203.00	\$ 1,550,883.00

PUTNAM COUNTY LEGISLATURE

Resolution #74

Introduced by Legislator: Paul Jonke on behalf of the Personnel Committee at a Regular Meeting held on March 4, 2025.

page 1

**APPROVAL – BUDGETARY TRANSFER (25T032) – FINANCE - CIVIL SERVICE
EMPLOYEE’S ASSOCIATION, INC. (CSEA) CONTRACT SETTLEMENT**

WHEREAS, the Commissioner of Finance has requested a budgetary transfer (25T032) to provide funding for the 2025 salary and benefit costs pursuant to the ratified contract settlement between Putnam County and the Civil Service Employee’s Association, Inc. (CSEA); and

WHEREAS, the Personnel Committee and the Audit & Administration Committee have reviewed and approved said budgetary transfer; now therefore be it

RESOLVED, that the following budgetary transfer be made:

Increase Appropriations:

10116500 51000	Personnel Services	24,084.00
10116500 58002	Social Security	1,843.00
10131000 51000	Personnel Services	31,735.00
10131000 58002	Social Security	2,426.00
10134500 51000	Personnel Services	10,874.00
10134500 58002	Social Security	832.00
10135500 51000	Personnel Services	6,697.00
10135500 58002	Social Security	513.00
10141000 51000	Personnel Services	31,102.00
10141000 58002	Social Security	2,379.00
10141100 51000	Personnel Services	39,866.00
10141100 58002	Social Security	3,051.00
10142000 51000	Personnel Services	4,700.00
10142000 58002	Social Security	360.00
10143000 51000	Personnel Services	11,672.00
10143000 58002	Social Security	892.00
10146000 51000	Personnel Services	8,638.00
10146000 58002	Social Security	660.00
10149000 51000	Personnel Services	18,020.00
10149000 58002	Social Security	1,378.00
10168000 51000	Personnel Services	26,001.00
10168000 58002	Social Security	1,989.00
10296000 51000	Personnel Services	7,733.00
10296000 58002	Social Security	592.00
10314000 51000	Personnel Services	79,401.00

State of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on March 4, 2025.

Dated: March 10, 2025

Signed: _____

PUTNAM COUNTY LEGISLATURE

Resolution #74

Introduced by Legislator: Paul Jonke on behalf of the Personnel Committee at a Regular Meeting held on March 4, 2025.

page 2

10314000 58002	Social Security	6,073.00
10398900 51000	Personnel Services	90,401.00
10398900 58002	Social Security	6,916.00
12401000 51000	Personnel Services	201,876.00
12401000 58002	Social Security	15,442.00
10405900 51000	Personnel Services	26,810.00
10405900 58002	Social Security	2,051.00
10511000 51000	Personnel Services	117,065.00
10511000 58002	Social Security	8,952.00
10511100 51000	Personnel Services	64,862.00
10511100 58002	Social Security	4,963.00
10513000 51000	Personnel Services	40,353.00
10513000 58002	Social Security	3,087.00
10120000 51000	Personnel Services	286,198.00
10120000 58002	Social Security	21,895.00
22071000 51000	Personnel Services	10,397.00
22071000 58002	Social Security	795.00
10629300 51000	Personnel Services	17,682.00
10629300 58002	Social Security	1,353.00
10651000 51000	Personnel Services	5,471.00
10651000 58002	Social Security	419.00
10677200 51000	Personnel Services	94,875.00
10677200 58002	Social Security	7,261.00
10677400 51000	Personnel Services	41,338.00
10677400 58002	Social Services	3,162.00
10677500 51000	Personnel Services	7,938.00
10677500 58002	Social Security	608.00
10677700 51000	Personnel Services	26,286.00
10677700 58002	Social Security	2,010.00
10677800 51000	Personnel Services	1,577.00
10677800 58002	Social Security	121.00
10677900 51000	Personnel Services	6,047.00
10677900 58002	Social Security	463.00
10711000 51000	Personnel Services	52,718.00
10711000 58002	Social Security	4,032.00
10731000 51000	Personnel Services	17,806.00
10731000 58002	Social Security	1,361.00

State of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on March 4, 2025.

Dated: March 10, 2025

Signed: _____

Diane Schonfeld
Clerk of the Legislature of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #74

Introduced by Legislator: Paul Jonke on behalf of the Personnel Committee at a Regular Meeting held on March 4, 2025.

page 3

10751000 51000	Personnel Services	2,948.00
10751000 58002	Social Security	226.00
10802000 51000	Personnel Services	27,429.00
10802000 58002	Social Security	<u>2,098.00</u>
		1,550,803.00

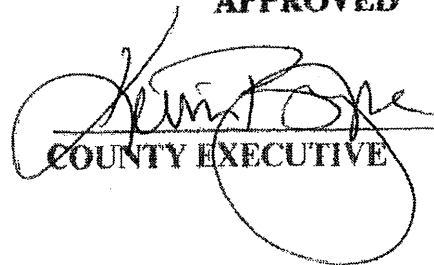
Decrease Appropriations:

10199000 54980	Contingency	1,550,803.00
----------------	-------------	--------------

2025 Fiscal Impact - \$1,550,803
2026 Fiscal Impact - To Be Determined

BY POLL VOTE: ALL AYES. CARRIED UNANIMOUSLY.

APPROVED

 3/13/25
 COUNTY EXECUTIVE DATE

State of New York
ss:
County of Putnam

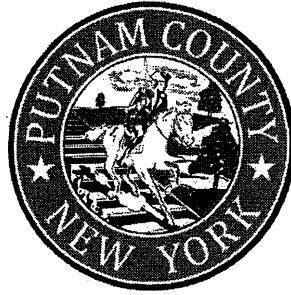
I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on March 4, 2025.

Dated: March 10, 2025

Signed: 

Diane Schonfeld
Clerk of the Legislature of Putnam County

MICHAEL J. LEWIS
Commissioner of Finance



cc: all Pers. A+A
#6
SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: **Budgetary Transfer – 25T052**
DATE: March 3, 2025

2025 MAR -4 PM 2:02
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Real Property Services Director, the following budgetary transfer is recommended.

Increase Appropriations:

10135500 51094 Temporary \$ 14,463.00

Decrease Appropriations:

10135500 51000 (105) Personnel Services \$ 14,463.00
sr. ofc & assistant

Fiscal Impact - 2025 - \$0
Fiscal Impact - 2026 - TBD

Please refer to the Real Property Director's attached memorandum and analysis regarding the transfer of vacancy savings to extend funding for their PT Temporary Clerk position through the end of the year.

TRISH McLOUGHLIN
DIRECTOR OF REAL PROPERTY



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

TO: MICHAEL LEWIS, COMMISSIONER OF FINANCE
FROM: TRISH MCLOUGHLIN, REAL PROPERTY DIRECTOR
RE: TRANSFER OF FUNDS FOR TEMPORARY POSITION
DATE: 03/03/2025

I would like to request a funds transfer from our 51000 line (Personnel) to our 51094 (Temp) line to fund the extension of our temporary, part time employee, CLERK PT. This money is the savings from the funds budgeted for the former Senior Office Assistant vs. the salary of the newly hired Senior Office Assistant.

Our CLERK PT has been quite a beneficial addition to our office since covering for our former Senior Office Assistant's abrupt exit, in that her title search background has added an element of expertise to our mapping/deed suite. Our CLERK PT has already assisted our law department, as well as our County Clerk's office, and has been greatly helping the public with issues that sometimes go beyond the typical scope of work of our office. She utilizes her own working knowledge in calming, guiding and assisting constituents who might otherwise be getting frustrated with being sent to multiple offices. She is only available part-time right now, so could not be considered for the full-time Sr Office Asst. position that we just filled.

We do not want to lose our CLERK PT position for the above-mentioned reasons, however, in addition to those reasons, as a Department Head, I also have to consider the future of the office, in its function and employment. Having only 3 people in the office gets difficult at times, and with 4 busy tax cycles, two of them involving printing and billing, it is helpful to have the extra set of hands, even if it is just on a part time basis. Our CLERK PT will also be available should our newest hire, who is young and may consider a family down the road, decide to take some maternity leave. Our CLERK PT could jump in full-time for a designated time period. I think it would be a very wise choice to keep our specific CLERK PT on in this office, part time. I will request funds for this part-time position going forward in my 2026 budget, modifying other expenditures to help with this goal, for all of the reasons above. Thank you.

	Period Covered	<u>Budget amount</u>	<u>Daily Rate</u>		
FT Position #135510105	1/1/2025-2/7/2025 Vacancy Savings	\$ 55,097.00	\$ 211.10	\$ 5,911.00	28 days
PT Temp	2/10/2025-12/31/2025 Estimated	\$ 45,517.00	\$ 36.70	<u>8,552.00</u>	233 days
				\$ 14,463.00	

cc: all
Pers
A+A

Reso

#7

MICHAEL J. LEWIS
Commissioner of Finance



SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: Budgetary ^{Transfer} Amendment – 25T053
DATE: March 3, 2025

2025 MAR -4 PM 2:03
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner at DSS and Mental Health, the following budgetary amendment is required.

<u>GENERAL FUND</u>			
INCREASE APPROPRIATIONS:			
10731000 51000	1 (105)	PERSONNEL SERVICES	Youth Program Specialist \$ 22,874.00
10731000 51000 10114	(105)	PERSONNEL SERVICES	\$ 15,249.00
			\$ 38,123.00
DECREASE APPROPRIATIONS:			
10731000 51000 10114 (103)		PERSONNEL SERVICES	\$ 6,529.00
10087000 51000 (103)		PERSONNEL SERVICES	\$ 4,353.00
10731000 51094		TEMPORARY	\$ 9,578.00
10731000 51094 10114		TEMPORARY	\$ 8,437.00
10087000 51094		TEMPORARY	\$ 9,226.00
			\$ 38,123.00
			2025 Fiscal Impact \$ 0
			2026 Fiscal Impact \$ 20,648

Please refer to the attached memorandum from Commissioner Servadio and salary analysis from Fiscal Manager Wunner regarding this budgetary amendment.

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

March 3, 2025

TO: Paul Jonke, Chair Personnel Committee

FROM: Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau 

SUBJECT: Youth Bureau 2025 Budgetary Amendment

The Youth Bureau is seeking approval for the conversion of a budgeted temporary **Youth Aid** to a part-time **Youth Program Specialist**. The current Youth Aid position holder has expanded many programs including but not limited to:

- Building Bridges, Mini Building Bridges, and Mini Bridge Builder's Art programs
- Implementation of Youth Bureau Holiday Market
- Artwork for the Parents as Driving Partners Initiative

This position will continue to work 28 hours per week with additional responsibilities including but not limited to coordinating the Youth Forum, Youth Business Market and the Youth Council Program.

To support the increase, funds are being repurposed from unused funds due to a Youth Program Specialist vacancy and excess temporary funds directly related to this conversion request.

Thank you for your time and consideration of this request.

Attachments:

Youth Program Specialist Fiscal Analysis

cc: Janeen Cunningham, Youth Bureau Director
Paul Eldridge, Personnel Officer
Michael Lewis, Commissioner of Finance
Nicolle McGuire, Deputy Commissioner of Social Services and Youth Bureau
Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

Youth Program Specialist Fiscal Analysis

March 2025 Personnel Committee Meeting

Increase Appropriations:

<u>Title</u>	<u>Position Number</u>	<u>Salary Allocations</u>			<u>Total*</u>
		<u>Youth Bureau</u> <u>10731000</u>	<u>Mentoring</u> <u>10731000.10114</u>	<u>Youth Court</u> <u>10087000</u>	
Youth Program Specialist	TBD	\$ 22,874.00	\$ 15,249.00	\$ -	\$ 38,123.00
		\$ 22,874.00	\$ 15,249.00	\$ -	\$ 38,123.00

*Assuming effective date of 4/1/25

Decrease Appropriations:

<u>Title</u>	<u>Position Number</u>	<u>Salary Allocations</u>			<u>Total</u>
		<u>Youth Bureau</u> <u>10731000</u>	<u>Mentoring</u> <u>10731000.10114</u>	<u>Youth Court</u> <u>10087000</u>	
Youth Program Specialist (OPEN*)	731013103	\$ -	\$ 6,529.00	\$ 4,353.00	\$ 10,882.00
Youth Aid (Temporary)	51094	\$ 9,578.00	\$ 8,437.00	\$ 9,226.00	\$ 27,241.00
		\$ 9,578.00	\$ 14,966.00	\$ 13,579.00	\$ 38,123.00

*Represents open head 1/1-2/24

"2025 CSEA Salaries" in Memorandum of Agreement dated December 19, 2024 are used for this analysis.

PAUL ELDRIDGE
PERSONNEL OFFICER



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

February 12, 2025

Classification/Reclassification Notice

Janeen Cunningham
Executive Director of the Putnam County Youth Bureau

Dear Ms. Cunningham,

Our office has completed a review of the below referenced form and documentation that you submitted for a job classification evaluation or re-evaluation:

- Job Classification Questionnaire (Form 220) Dated 2/11/2025 submitted on behalf of Youth Aide, ●●●●●●
- New Position Duties Statement (Form 222) Dated _____
- Request for Additional Position(s) In an Already Established Classification (Form 222A)

Please be advised that, pursuant to Civil Service Law, Section 22, we have classified this position as Youth Program Specialist in the Competitive jurisdictional classification. Please see requirements below.

Please Note:

- Competitive Jurisdictional Classification requires: Permanent appointment from an appropriate eligible list, now or subsequent to an approved provisional appointment, should this position be adopted as a position in your department or agency.
- Non-Competitive Jurisdictional Classification requires: Permanent appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.
- Labor Jurisdictional Classification requires: Permanent appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.
- Exempt Jurisdictional Classification requires: Appointment following a review of a current application of any potential appointee should this position be adopted as a position in your department or agency.

In order to best assess next steps, we will need some information from your department/agency. Please have a supervisor or department head complete page two (2) and return to me as soon as possible. This will ensure that the process is handled as quickly as possible.

If you have any questions regarding this notice, please contact our office.

Sincerely,

Handwritten signature of Virginia Redlon in cursive script.
Virginia Redlon
Senior Personnel Specialist

Putnam County Personnel Department
Classification/Reclassification Checklist

Name: Janeen Cunningham Title: Youth Bureau Director
Municipality: Putnam County Department: Youth Bureau

Preferred contact information: _____

For employee title re-classification:

- We plan on moving forward with this classification. Please advise as to next steps.
- We have financial approval for this classification, please send the current eligible list/order exam.
- We do not plan on moving forward with this classification. Please advise as to next steps.
- We do not agree with this decision. Please advise as to next steps.

For new titles:

- We plan on moving forward with this classification.
- We have financial approval for this classification, please send the current eligible list/order exam.
- We have a provisional/internal applicant we would like to place in this position.
The name of the employee is _____
- We do not have an internal applicant and/or we would like to hold an Open Competitive Exam if there is no list.

The approved salary for this title is: Grade 15, step 1 = FTE .8 = \$ 50,508.

Important Notes:

- Position(s) titles listed as PJC (pending jurisdictional classification) will require a request by our office to the New York State Civil Service Commission for approval to add such titles to the Putnam County Civil Service Rules and Appendices. Please contact our office for further guidance.
- Before appointing a provisional- please be sure that they meet the minimum qualifications. They will not be allowed to take the test if they do not meet the minimum qualifications.
- Provisional appointments will affect your employee probationary period. As per recent NYS legislation, *all* time spent as a provisional must count as part of the probationary period. Therefore, if an employee is provisional longer than the probationary period, once they receive their permanent appointment, they will be permanent and no longer on probation.

YOUTH PROGRAM SPECIALIST

DISTINGUISHING FEATURES OF CLASS: Work involves responsibility for developing and implementing a variety of Youth Bureau programs and initiatives, e.g. Youth Court, Teens and Kids Mentoring Program, Adventure Camp, SIDNE, Pegasus,, Simulated Impaired Driving Experience (SIDNE), Youth Forum, Pegasus, etc. Specific program requirements, as well as review and oversight, may be provided by grant coordinators, on the state and/or regional level. Responsibilities involve providing leadership to program participants, program planning and implementation in accordance with state and/or other grant requirements and Youth Department policies and procedures. Work is performed under the general supervision of a higher-level Youth Bureau employee. Teamwork and ability to provide leadership to others is a requirement of this position. Performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Develops and implements innovative tools for specific Youth Bureau programs and initiatives, e.g. Adventure Camp, SIDNE, Pegasus, Youth Court, Mentor Program, etc., as assigned;

Works with youth to plan programs and events that spread the message of specific Youth Bureau programs and initiatives, e.g. Adventure Camp, SIDNE, Pegasus, Youth Court, Mentor Program, etc., as assigned;

Researches, using websites and available literature for information related to developing specific Youth Bureau programs and initiatives, e.g. Adventure Camp, SIDNE, Pegasus, Youth Court, Mentor Program, etc., as assigned;

Educates and empowers youth to execute the goals of Youth Bureau programs and initiatives, e.g. Adventure Camp, SIDNE, Pegasus, Youth Court, Mentor Program, etc., through regular meetings and related activities;

Assists youth participants in organizing meetings and activities;

Facilitates the development and maintenance of a youth-friendly, user-friendly website that provides information about Youth Bureau programs and initiatives, e.g. Adventure Camp, SIDNE, Pegasus, Youth Court, Mentor Program, etc., as well as other information that promotes youth development by organizing a technology committee comprised of youth;

Travels with youth to statewide and regional events and trainings;

Maintains youth membership information on a database;

Coordinates mailings and recruitment for events, programs, initiatives, and statewide events;

Performs a variety of related activities as required.

WHEN ASSIGNED TO THE TEEN AND YOUNG ADULT SAFE DRIVING PROGRAM

Coordinates with county law enforcement agencies including District Attorney and Probation to develop, implement, and maintain a Youth Driver Diversion Program;

Assists with expansion of SIDNE including creation of materials and training of new presenters;

Develops and implements a Teen Driving Court, including the pilot program and training coordinators and youth;

Coordinates with multiple programs and agencies both in and outside of the County to plan programs and events to meet program initiatives;

YOUTH PROGRAM SPECIALIST (cont'd)

- Establishes and maintains professional working relationships with a wide variety of persons and agencies, both in and outside of the County government;
- Creates and disseminates educational materials related to the program, for both print and digital medias;
- Reviews and updates existing driving-based materials including Teen Driving agreements and educational materials;
- Coordinates mailings and recruitment for events, programs and initiatives;
- Assists with expansion of SIDNE including creation of materials and training of new presenters;
- Sets program goals and analyses program progress, utilizing all available mediums, including program evaluations and statistics;

Typical Work Activities are intended only as illustrations of possible types of work that might be appropriately assigned to an incumbent of this title. Work activities that do not appear above are not excluded as appropriate work assignments, as long as they can be reasonably understood to be within the logical limits of the job.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

CHARACTERISTICS: Good knowledge of group facilitation skills; good knowledge of adolescent development; ability to use computers and computer software to create databases, mailings, and program-related documents and materials; ability to perform research on the Internet; ability to deal effectively with adolescent population; ability to establish and maintain effective working relationships with private and governmental officials and agencies; organizational ability; ability to be a good role model; ability to communicate effectively, both orally and in writing; emotional maturity, good judgment; discretion; tact; initiative; resourcefulness.

MINIMUM QUALIFICATIONS:

- a) Bachelor's degree and one (1) year of paid or volunteer experience working with youth, which may have included at-risk youth, in educational, recreational or related setting; or
- b) Associate's degree or sixty (60) college credits and three (3) years of paid or volunteer experience working with youth, which may have included at-risk youth, in educational, recreational or related setting; or
- c) An equivalent combination of experience and training as described in a) and b) above.

PLEASE NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education.

SUBSTITUTION NOTE: Post-secondary level education may be substituted for one (1) year of the required experience indicated above on the basis of thirty (30) college credits per year of experience.

SPECIAL REQUIREMENT: Possession of a valid, unrestricted, appropriate level driver's license, and acceptable driving record are required at time of appointment and must be maintained throughout employment.

MICHAEL J. LEWIS
Commissioner of Finance



cc:iall
Pers 3-11-25
AVA

#8

Reso

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: Budgetary Amendment – 25T055 ^{Transfer} sib 25T056
DATE: March 5, 2025

2025 MAR -5 AM 10:58
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Fiscal Manager at DSS and Mental Health, the following budgetary amendment is required.

GENERAL FUND

INCREASE APPROPRIATIONS:

10108000 51091	PAY DIFFERENTIAL	\$ 975.00
		\$ 975.00

DECREASE APPROPRIATIONS:

10108000 51000 (107)	PERSONNEL SERVICES ^{Account Clerk 11}	\$ 975.00
		\$ 975.00

2025 Fiscal Impact \$ 0
2026 Fiscal Impact \$ 0

Please refer to the attached memorandum from Fiscal Manager Wunner regarding this budgetary amendment.

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner



DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

March 4, 2025

TO: Michael Lewis, Commissioner of Finance

FROM:  Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

SUBJECT: DSS 2025 Budgetary Amendment

The Department of Social Services is seeking approval for a pay differential directly related to backfill of the **Coordinator of Child Support** role during its vacancy from 01/01/2025 – 02/24/2025. This request will compensate a current Child Support Specialist I for their efforts in management and execution of tasks and responsibilities to that of the Coordinator of Child Support.

Together with Payroll and the Personnel Officer, a 2-grade adjustment + 2% was assumed for compensation of this PuMa title (\$4.0654 / hour). To support the increase, funds are being utilized from a vacant Account Clerk II position within the CSU.

Increase Appropriations:


10108000	SS PROG ADMN CHILD SPT CLTN	
51091	PAY DIFFERENTIAL	\$975.00

Decrease Appropriations:

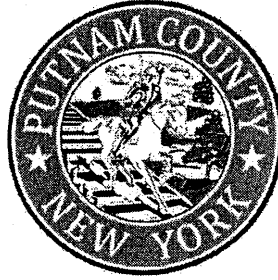
10108000	SS PROG ADMN CHILD SPT CLTN	
51000 (107)	PERSONNEL SERVICES	\$975.00

Fiscal Impact (25)	-0-
Fiscal Impact (26)	-0-

Thank you for your time and consideration of this request.

cc:  Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau
Paul Eldridge, Personnel Officer
Nicolle McGuire, Deputy Commissioner of Social Services and Youth Bureau

MICHAEL J. LEWIS
Commissioner of Finance



cc: all
Phys
A+A

#9

Reso

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance - MJL
RE: Budgetary Transfer - 25T062
DATE: March 11, 2025

2025 MAR 12 PM 2:20
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Deputy Commissioner of Public Works, the following budgetary transfer is recommended.

CAPITAL FUND:

Decrease Appropriations:

55197000 531907 51509	CP1907 - Carmel Friendship Center	\$ 146,721.57
55197000 532312 51509	CP2312 - Board of Elections	17,426.51
55197000 532314 51509	CP2314 - Fire Training Center	114.77
55197000 532405 51509	CP2405 - New Court House Boiler	143,474.48

Increase Appropriations:

55197000 53000 51509	County Facility Reserve	\$ 307,737.33
----------------------	-------------------------	---------------

Fiscal Impact - 2025 - \$ 0

Fiscal Impact - 2026 - \$ 0

This Resolution is required to close out various CP projects and transfer to the Capital Project reserve for future projects.

Please forward to the appropriate committee.

25T062

THOMAS FEIGHERY
COMMISSIONER OF PUBLIC WORKS



KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

TO: Michael Lewis, Commissioner of Finance

CC: Michele Alfano-Sharkey, County Auditor
Alexis Hawley, Assistant Supervisor of Planning & Design

FROM: Thomas Feighery, Commissioner of Public Works *Thomas Feighery*

DATE: March 11, 2025

We would like to request the following Capital Projects to be closed that were earmarked in account number 55197000 53000 51509.

CP PROJECTS TO BE CLOSED BALANCES AS OF MARCH 7, 2025

PROJECT #	DESC/NAME	ACCT #	BALANCES OF 3/7/25
CP1907	CARMEL FRIENDSHIP CENTER	55197000 531907 51509	\$146,721.57
CP2312	BOARD OF ELECTIONS	55197000 532312 51509	17,426.51
CP2314	FIRE TRAINING CENTER	55197000 532314 51509	114.77
CP2405	NEW CT HOUSE BOILER	55197000 532405 51509	143,474.48
			\$307,737.33

MICHAEL J. LEWIS
Commissioner of Finance



cc: all Health A+R #10 Reso

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance – MJL
RE: Budgetary Amendment -25T063 *transfer*
DATE: March 11, 2025

2025 MAR 13 AM 11:45
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Fiscal Manager at DSS and Mental Health, the following budgetary amendment is required.

GENERAL FUND

INCREASE APPROPRIATIONS:

10102000 54646 10169	CONTRACTS	\$ 6,587.00
		\$ 6,587.00

DECREASE APPROPRIATIONS:

10102000 54989 10169	MISCELLANEOUS	6,587.00
		\$ 6,587.00

2025 Fiscal Impact \$ 0
2026 Fiscal Impact \$ 13,800

Please refer to the attached memorandum from Fiscal Manager Wunner regarding this budgetary amendment.

KEVIN BYRNE
County Executive

SARA SERVADIO
Commissioner

NICOLLE MCGUIRE
Deputy Commissioner




DEPARTMENTS OF MENTAL HEALTH
SOCIAL SERVICES AND YOUTH BUREAU

MEMORANDUM

March 11, 2025

TO: Chairwoman Toni Addonizio, Health Committee

FROM:  Sara Servadio, Commissioner of Department of Mental Health, Social Services, and Youth Bureau

SUBJECT: Representative Payee

The Department of Social Services seeks to utilize funding received from the Office of Children and Family Services (OCFS) under 24-OCFS-LCM-28 to contract with **Resource Center for Accessible Living (RCAL)** for the purpose of management of Representative Payee.

Increase Appropriations:

10102000	SS PROGRAM ADMN SVCS	
54646	CONTRACTS	\$6,587
10169	ADULT PROTECTIVE SERVICES GRANT	

Decrease Appropriations:

10102000	SS PROGRAM ADMN SVCS	
54989	MISCELLANEOUS	\$6,587
10169	ADULT PROTECTIVE SERVICES GRANT	

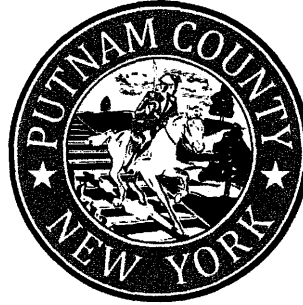
Total Appropriations: - 0 -

Fiscal Impact (25) - 0 -
Fiscal Impact (26) \$13,800 APPROX.

Thank you for your time and consideration of this request.

cc: Nicolle McGuire, Deputy Commissioner of Department of Social Service and Youth Bureau
Kristen Wunner, Fiscal Manager of Department of Mental Health, Social Services, and Youth Bureau

MICHAEL J. LEWIS
Commissioner of Finance



cc:all
Rules
A+A

#11

RCSO

SHEILA BARRETT
First Deputy Commissioner of Finance

ALEXANDRA GORDON
Deputy Commissioner of Finance

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk
FROM: Michael J. Lewis, Commissioner of Finance - MJL
RE: **Budgetary Transfer - 25T064**
DATE: March 12, 2025

2025 MAR 12 PM 3:00
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

At the request of the Commissioner of Finance, the following budgetary transfer is recommended.

GENERAL FUND:

Increase Appropriations:

25091000 54950 County Contribution - Putnam Arts Council \$ 13,993.00

Decrease Appropriations:

10199000 54996 Subcontingency - Outside Agencies \$ 13,993.00

Fiscal Impact - 2025 - \$ 0

Fiscal Impact - 2026 - \$ 0

This Budgetary transfer is recommended to reestablish from Sub Contingency to the Putnam Arts Council (PAC) in the amount of \$13,993 which was related to the Community Grant Funding portion of their 2025 request during the budget proceedings. Pursuant to Resolution 274-2024, the monies were tentatively placed in sub contingency by the legislature upon future discussions between the PAC Executive Director and the Legislature. This item has been discussed at the Rules committee meeting back on February 20, 2025 and will be discussed once more on March 17, 2025 before the Rules Committee.

PUTNAM COUNTY LEGISLATURE

Resolution #274

Introduced by Legislator: Paul Jonke on behalf of the Budget & Finance Committee at a Special Meeting held on October 29, 2024.

page 1

Putnam Arts Council

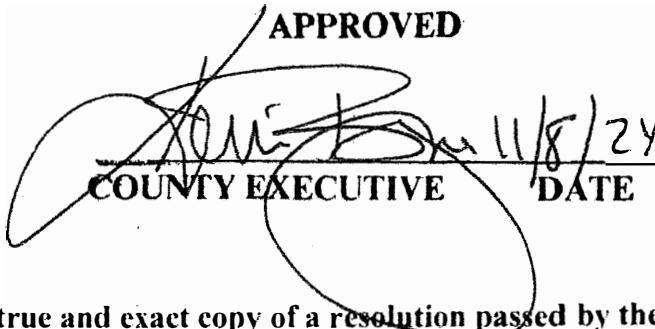
	FROM:	TO:
County Contribution 25091000 54950	13,993	0
Subcontingency 10199000 54996	0	13,993

A DIFFERENCE OF: 0

BY ROLL CALL VOTE: FIVE AYES. TWO NAYS – LEGISLATORS GOULDMAN & MONTGOMERY. LEGISLATORS CROWLEY & NACERINO WERE ABSENT. MOTION CARRIES.

State of New York
ss:
County of Putnam

APPROVED



COUNTY EXECUTIVE DATE

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on October 29, 2024.

Dated: November 1, 2024

Signed: 

Diane Schonfeld

Resolution #274

**Approval – Putnam County Arts Council County Contribution
(Outside Agencies)**



The requested modification was explained in Committee. The concerns related to the community re-grant program may be due to a misunderstanding of the agency's granting process as it already provides for legislative review for implementation. However, the Administration believes this misunderstanding can be easily clarified through a review of the existing contract and increased legislative engagement.

By moving this funding into sub-contingency, it affords the Legislature a better opportunity to communicate with the Outside Agency and have this matter further clarified.

Resolution #275

**Public Information Officer Increase (Sub-contingency)
(Sheriff's Department)**



The Public Information Officer (PIO) compensation referenced in Resolutions #261 and #271 are designed to recognize and compensate County personnel who perform a PIO function outside their primary department to assist the Bureau of Emergency Services, especially during Emergency Operation Center (EOC) trainings and activation. The original stipend is not designed to boost compensation for employees who complete their regular duties within their primary department.

The original proposal in the tentative budget provided for a stipend for a PIO in management who is assisting the Bureau of Emergency Services. This is why the funding for the original stipend was featured within a Bureau of Emergency Services budget line.

As shared in Approval Messages for Resolutions #261 and #271, the stipend presented in the tentative budget is only for personnel who perform this important function after demonstrating they have obtained the necessary PIO training from the Federal Emergency Management Agency (FEMA) and New York State Department of Homeland Security and Emergency Services (NYS DHSES).

The Administration recognizes that the Legislature's requested modification does not immediately provide this funding to personnel in the Putnam County Sheriff's Office, but rather places it in sub-contingency in order to foster further discussion in the future which would require both Legislative and Executive action. Therefore, while I do not find this modification to be appropriate, it does not merit a veto at this particular time.

MICHAEL LEWIS
COMMISSIONER OF FINANCE



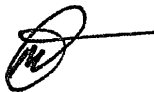
cc All
Audit

Reso

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

#12

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Michael J. Lewis Commissioner of Finance 
RE: Write Off Delinquent Real Property Taxes – Town of Putnam Valley
SBL 73.8-1-52 - Revised
Date: March 11, 2025

Please find enclosed a Resolution requesting the authorization for the Commissioner of Finance to write off delinquent taxes on a parcel in the Town of Putnam Valley deemed to be Roll Section 8. The lien amount as of the date of this letter is \$19,735.18. Please see attached report from MUNIS.

LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

2025 MAR 11 PM 1:16


MICHAEL LEWIS
COMMISSIONER OF FINANCE



*cc: all
AVA
RESO*

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Michael J. Lewis Commissioner of Finance 
RE: Write Off Delinquent Real Property Taxes – Town of Putnam Valley
SBL 73.8-1-52
Date: March 10, 2025

Please find enclosed a Resolution requesting the authorization for the Commissioner of Finance to write off delinquent taxes on a parcel in the Town of Putnam Valley deemed to be Roll Section 8.

2025 MAR 10 AM 10:06
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

WHEREAS, the property identified as Putnam Valley tax map parcel 73.8-1-52 has accrued delinquent real property taxes dating from 2008-2014; and

WHEREAS, on May 10, 2023, the Putnam County Commissioner of Finance foreclosed and took Deed to Putnam Valley tax map parcel 73.8-1-52;

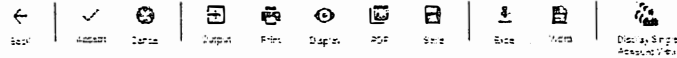
WHEREAS, the property identified as Putnam Valley tax map parcel 73.8-1-52 was placed in Roll Section 8, "Wholly Exempt" in 2017;

WHEREAS, the Legislature has determined that there is no practical method to enforce the collection of delinquent tax liens arising thereafter against the parcel;

RESOLVED, that the Putnam County Legislature approves that these delinquent real property taxes be written off; and be it further

RESOLVED, that the Commissioner of Finance is authorized to write-off any and all taxes on said parcel.

Browse Bills



Bill Inquiry [Putnam County] > Advanced Search > Browse Bills

Year	Type	Bill Number	Reference	Parcel	AR Code	Billed Amount	Unpaid	Name 1	Name 2
2023	RE-5	10505540	MILLER & PEEKSKILL HOLLOW	73.8-1-52	T105	0.00	0.00	COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2022	RE-V	20604532	MILLER & PEEKSKILL HOLLOW	73.8-1-52	S206	0.00	0.00	COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2022	RE-5	10505540	MILLER & PEEKSKILL HOLLOW	73.8-1-52	T105	0.00	0.00	COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2021	RE-V	20604536	MILLER & PEEKSKILL HOLLOW	73.8-1-52	S206	0.00	0.00	COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2021	RE-5	10505531	MILLER & PEEKSKILL HOLLOW	73.8-1-52	T105	0.00	0.00	COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2020	RE-V	20604530	0 MILLER & PEEKSKILL HOLLOW	73.8-1-52	S206	0.00	0.00	COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2020	RE-5	10505538	0 MILLER & PEEKSKILL HOLLOW	73.8-1-52	T105	0.00	0.00	COUNTY OF PUTNAM	C/O COMMISSIONER OF FINANCE
2019	RE-V	20604746	0 MILLER & PEEKSKILL HOLLOW	73.8-1-52	S206	0.00	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2019	RE-5	10505784	0 MILLER & PEEKSKILL HOLLOW	73.8-1-52	T105	0.00	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2018	RE-V	20604755	0 MILLER & PEEKSKILL HOLLOW	73.8-1-52	S206	0.00	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2018	RE-5	10505783	0 MILLER & PEEKSKILL HOLLOW	73.8-1-52	T105	0.00	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2017	RE-V	20604756	0 MILLER & PEEKSKILL HOLLOW	73.8-1-52	S206	0.00	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2017	RE-5	10505362	0 MILLER RD	73.8-1-52	T105	0.00	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2016	RE-V	20604470	0 MILLER RD	73.8-1-52	S206	2,325.71	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2016	RE-5	10505366	0 MILLER RD	73.8-1-52	T105	0.00	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2015	RE-V	20604471	0 MILLER RD	73.8-1-52	S206	2,373.63	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2015	RE-5	10505379	0 MILLER RD	73.8-1-52	T105	760.35	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2014	RE-V	20604481	0 MILLER RD	73.8-1-52	S206	2,395.28	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2014	RE-5	10505386	0 MILLER RD	73.8-1-52	T105	724.30	813.62	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2013	RE-V	20604488	0 MILLER RD	73.8-1-52	S206	2,302.91	0.00	COUNTY OF PUTNAM	COMMISSIONER OF FINANCE
2013	RE-5	10503596	0 MILLER RD	73.8-1-52	T105	3,064.42	3,270.74	NRL EAST, LLC	LANDAUCTION.COM
2012	TL-5	1094	0 MILLER RD	73.8-1-52	TL105	3,426.57	3,426.57	NRL EAST, LLC	C/O LANDAUCTION.COM
2012	RE-V	20602962	0 MILLER RD	73.8-1-52	S206	2,179.80	0.00	NRL EAST, LLC	C/O LANDAUCTION.COM
2011	TL-5	689	0 MILLER RD	73.8-1-52	TL105	3,350.90	3,350.90	NRL EAST, LLC	C/O LANDAUCTION.COM
2011	RE-V	11333461	0 MILLER RD	73.8-1-52	S206	2,085.64	0.00	NRL EAST, LLC	C/O LANDAUCTION.COM
2010	TL-5	424	0 MILLER RD	73.8-1-52	TL105	3,140.89	3,140.89	NRL EAST, LLC	C/O LANDAUCTION.COM
2010	RE-V	11333459	0 MILLER RD	73.8-1-52	S206	2,033.31	0.00	NRL EAST, LLC	C/O LANDAUCTION.COM
2009	TL-5	526	0 MILLER RD	73.8-1-52	TL105	2,909.64	2,909.64	NRL EAST, LLC	C/O LANDAUCTION.COM
2009	RE-V	11333457	0 MILLER RD	73.8-1-52	S206	1,909.97	0.00	NRL EAST, LLC	C/O LANDAUCTION.COM
2006	TL-5	386	0 MILLER RD	73.8-1-52	TL105	2,672.82	2,822.82	NRL EAST, LLC	C/O LANDAUCTION.COM

813.62 +
 3,270.74 +
 3,426.57 +
 3,350.90 +
 3,140.89 +
 2,909.64 +
 2,822.82 +
 10,771.10 +

007

Search / Filter

Record

Property Description Report For: Miller & Peekskill Hollow Rd, Municipality of Putnam Valley, Town of

No Photo Available

Status: Active
 Roll Section: Wholly Exem
 Swis: 372800
 Tax Map ID #: 73.8-1-52
 Property Class: 311 - Res vac land
 Site: RES 1
 In Ag. District: No
 Site Property Class: 311 - Res vac land
 Zoning Code: R2
 Neighborhood Code: 28040
 School District: Putnam Valley
 Total Assessment: 2024 - Tentative \$0
 2023 - \$0

Total Acreage/Size: 1.37
 Land Assessment: 2024 - Tentative \$0
 2023 - \$0
 Full Market Value: 2024 - Tentative \$0
 2023 - \$0
 Equalization Rate: 2024 - Tentative 100.00%
 2023 - 100.00%
 Deed Book: 1921
 Grid East: 676216

Property Desc:

Deed Page: 355
 Grid North: 926365

Area

Living Area: 0 sq. ft.
 Second Story Area: 0 sq. ft.
 Additional Story Area: 0 sq. ft.
 Finished Basement: 0 sq. ft.
 Finished Rec Room: 0 sq. ft.
 First Story Area: 0 sq. ft.
 Half Story Area: 0 sq. ft.
 3/4 Story Area: 0 sq. ft.
 Number of Stories: 0
 Finished Area Over Garage: 0 sq. ft.

Structure

Building Style: 0
 Bedrooms: 0
 Fireplaces: 0
 Porch Type: 0
 Basement Garage Cap: 0
 Overall Condition: 0
 Year Built:
 Bathrooms (Full - Half): 0 - 0
 Kitchens: 0
 Basement Type: 0
 Porch Area: 0.00
 Attached Garage Cap: 0.00 sq. ft.
 Overall Grade:
 Eff Year Built:

Owners

County of Putnam
 40 Gleneida Ave
 Carmel NY 10512

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
5/10/2013	\$1	311 - Res vac land	Land Only	NRL East, LLC	No	No	Yes	1921/355
2/21/2006	\$35,000	311 - Res vac land	Land Only	County Of Putnam	No	No	No	1736/28
2/7/1997	\$2,732	311 - Res vac land	Land Only	Devon Putnam Devel	No	No	Yes	1373/307

Utilities

Sewer Type: None
 Utilities: Electric
 Fuel Type: 0
 Water Supply: None
 Heat Type: 0
 Central Air: No

Improvements

Structure	Size	Grade	Condition	Year
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Special Districts for 2024 (Tentative)

Description	Units	Percent	Type	Value
FD014-Fire district	0	0%		0

Special Districts for 2023

Description	Units	Percent	Type	Value
FD014-Fire district	0	0%		0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2024	COUNTYMISC	(Tentative)\$0	0	2019				0
2023	COUNTYMISC	\$0	0	2019				0

Taxes

Year	Description	Amount
2015	County	\$760.35

* Taxes reflect exemptions, but may not include recent changes in assessment.

MICHAEL LEWIS
COMMISSIONER OF FINANCE



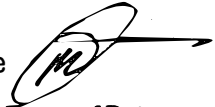
*cc All
Audit*

Reso

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

#13

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Michael J. Lewis Commissioner of Finance 
RE: Write Off Delinquent Real Property Taxes – Town of Patterson
SBL 999.-99-102 - *Revised*
Date: March 11, 2025

Please find enclosed a Resolution requesting the authorization for the Commissioner of Finance to write off delinquent taxes on a parcel in the Town of Patterson deemed to no longer exist. The lien amount as of the date of this letter is \$2,594.27. Please see attached report from MUNIS.

2025 MAR 11 PM 1:16
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

MICHAEL LEWIS
COMMISSIONER OF FINANCE



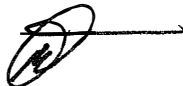
*cc: all
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Reso

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk

From: Michael J. Lewis Commissioner of Finance 

RE: Write Off Delinquent Real Property Taxes – Town of Patterson
SBL 999.-99-102

Date: March 10, 2025

Please find enclosed a Resolution requesting the authorization for the Commissioner of Finance to write off delinquent taxes on a parcel in the Town of Patterson deemed to no longer exist.

2025 MAR 10 AM 10:06
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

WHEREAS, the property identified as Patterson tax map parcel 999.-99-102 has accrued delinquent real property taxes dating from 2014-2024; and

WHEREAS, on August 17, 2023 the Putnam County Commissioner of Finance foreclosed and took Deed to Patterson tax map parcel 999.-99-102;

WHEREAS, the property identified as Patterson tax map parcel 999.-99-102 is an abandoned agricultural property deemed "not to exist" and cannot be identified;

WHEREAS, the Legislature has determined that there is no practical method to enforce the collection of delinquent tax liens arising thereafter against the parcel;

RESOLVED, that the Putnam County Legislature approves that these delinquent real property taxes be written off; and be it further

RESOLVED, that the Commissioner of Finance is authorized to write-off any and all taxes on said parcel.



Image Mate Online

Navigation	Tools	GIS Map	Tax Maps	DTF Links	Assessment Info	Help	Contact Us	Log In
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No Sites

- [Property Info](#)
- [Owner/Sales](#)
- [Tax Info](#)
- [Report](#)

[Parcel History](#)

Municipality of Patterson, Town of

SWIS:	372400	Tax ID:	999-99-102
-------	--------	---------	------------

Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:			
Property Class:	321 - Abandoned ag	Site Property Class:	N/A
Ownership Code:			
Site:	N/A	In Ag. District:	No
Zoning Code:	N/A	Bldg. Style:	N/A
Neighborhood:	N/A	School District:	Carmel
Property Description:	99900000991020000000 999-99-102		
Total Acreage/Size:	0 x 0	Equalization Rate:	2023 - 100.00%
Land Assessment:	2023 - \$5,200	Total Assessment:	2023 - \$5,200
Full Market Value:	2023 - \$5,200		
Deed Book:		Deed Page:	
Grid East:	0	Grid North:	0

Special Districts for 2023

Description	Units	Percent	Type	Value
FD008-Fire #1	0	0%		0
LT006-Patterson light	0	0%		0
PK002-Park district	0	0%		0

Land Types

No Land Types

Photographs

No Photo Available

Maps

- [Pin Property on GIS Map](#)
- [View in Google Maps](#)
- [View in Bing Maps](#)

[Map Disclaimer](#)

Putnam County Search

No properties match your search criteria. Try removing some of your criteria.

Municipality	All Municipalities	▼
Tax ID / SBL	999-99-102	
Last Name *		
First Name *		
Street #		
Street Name		

[Switch to Advanced Search](#)

* For corporate or business names, it is usually best to search in the last name field.

IMO Version 24.10 (data updated on 01/09/2025)

MICHAEL LEWIS
COMMISSIONER OF FINANCE




*cc All
Audit*

Reso

KEVIN M. BYRNE
PUTNAM COUNTY EXECUTIVE

#14

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Michael J. Lewis Commissioner of Finance 
RE: Write Off Delinquent Real Property Taxes – Town of Patterson
SBL 4.-1-68 - *Revised*

Date: March 11, 2025

Please find enclosed a Resolution requesting the authorization for the Commissioner of Finance to write off delinquent taxes on a parcel in the Town of Patterson deemed to no longer exist. The lien amount as of the date of this letter is \$28,352.45. Please see attached report from MUNIS.

2025 MAR 11 PM 1:14
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY


MICHAEL LEWIS
COMMISSIONER OF FINANCE



*cc: all
AVA*

Reso **KEVIN M. BYRNE**
PUTNAM COUNTY EXECUTIVE

MEMORANDUM

To: Diane Schonfeld, Legislative Clerk
From: Michael J. Lewis Commissioner of Finance 
RE: Write Off Delinquent Real Property Taxes – Town of Patterson SBL 4.-1-68
Date: March 10, 2025

Please find enclosed a Resolution requesting the authorization for the Commissioner of Finance to write off delinquent taxes on a parcel in the Town of Patterson deemed to no longer exist.

2025 MAR 10 AM 10:06
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

WHEREAS, the property identified as Patterson tax map parcel 4.-1-68 has accrued delinquent real property taxes dating from 2002-2008; and

WHEREAS, on June 7, 2010 the Putnam County Commissioner of Finance foreclosed and took Deed to Patterson tax map parcel 4.-1-68;

WHEREAS, the property identified as Patterson tax map parcel 4.-1-68 is a property that was deleted from the tax roll as it was determined to be part of Patterson tax map # 5.-1-9;

WHEREAS, the Legislature has determined that there is no practical method to enforce the collection of delinquent tax liens arising thereafter against the parcel;

RESOLVED, that the Putnam County Legislature approves that these delinquent real property taxes be written off; and be it further

RESOLVED, that the Commissioner of Finance is authorized to write-off any and all taxes on said parcel.

	Philip Saber or Taber	
<u>Tax map parcels 4.-1-69 & 70</u>	<u>140 acres +/-</u> Deeds liber 85 pages 165 & 166	<u>Tax map parcels 4.-1-68 & 5.-1-9</u>
	William & Fannie Downing	
<u>100 acres +/- Highway to the North</u> Deed liber 101 page 246		<u>40 acres +/- Highway to the South</u> Deed liber 101 page 539
John Watts		John Watts
Deed liber 181 page 284		Deed liber 107 page 138
Gustav Kehr etal		Mary & George Lazar
Deed liber 227 pages 313 & 314		Deed liber 117 page 70
Elizabeth P. Brady		Mary Richardson
Deed liber 331 page 450 (3.41 acres sell off to Janssen)		Deed liber 120 page 234
Deed liber 370 page 92 (410'X 267' highway to the north)		Edgar Hoag
Sheldon Brady		Deed liber 400 page 472
Deed liber 407 page 571		Elizabeth Cassidy etal
Elizabeth P. Brady		Deed liber 401 page 541
Deed liber 680 page 603		Alan Cassidy
Alfred Livingston		Deed liber 521 page 310
Deed liber 823 page 258		Joan Muck
Lesley Roesch		Deed liber 649 page 482
Deed liber 1066 page 220		Rudolf Muck
Lesley Roesch		
Deed liber 1067 page 99		
Edgar & Lesley Roesch		
Deeds liber 1170 pages 197 & 202		
Lesley Roesch		
Deed liber 1440 page 110		
Allen Morton		
		The County of Putnam tax foreclosure index # 523 of 2000 against the Estate of Elizabeth P. Brady a/k/a tax map # 4.-1-68 (5 acres +/- located with the highway to the south)
		Deed liber 1563 page 327
		Kierstan Donecker



DOCUMENT # 1500938

DEED - COMM/VACANT

RETT: 1529 \$.00
CONSIDERATION: \$.00

06/07/2010 03:58:02 P.M.
RECEIPT: 8643 FEE: \$.00
DENNIS J. SANT
PUTNAM COUNTY CLERK
LIBER: 1854 PAGE: 280

RESERVE FOR RECORDING INFORMATION



PUTNAM COUNTY RECORDING PAGE

PAGE 1 OF RECORDED DOCUMENT

RECORD & RETURN TO:

TYPE OR PRINT

*Putnam County Attorney
48 Gleneida Avenue
Carmel, N.Y. 10512*

GRANTOR/MORTGAGOR
*William J. Carlin, Jr.
as Commissioner of Finance*

DO NOT WRITE BELOW THIS LINE

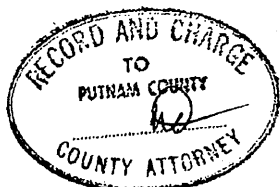
DEED MTG SAT ASMT CEM POA ESE
OTHER _____

RECORDING FEES	# OF PAGES	RESERVE FOR CERTIFICATION
	4	
	C/R	
RCD FEE _____		
STAT CHG _____	0.00	
REC MGMT _____	0.00	
CROSS REF _____		
TOTAL _____	<i>0</i>	

THIS DOCUMENT WAS EXAMINED PURSUANT TO §315 REAL PROPERTY LAW

DENNIS J. SANT
PUTNAM COUNTY CLERK

RESERVE FOR CLERK'S NOTES



THIS INDENTURE, made the 7th day of June, 2010

BETWEEN

WILLIAM J. CARLIN, JR., as Commissioner of Finance of Putnam County, whose principal office is located at 40 Gleneida Avenue, Carmel, New York 10512

party of the first part,

and **THE COUNTY OF PUTNAM, a municipal corporation, whose principal office is located at 40 Gleneida Avenue, Carmel, New York 10512,**

party of the second part,

WITNESSETH, that the party of the first part, pursuant to the provisions of Article Eleven, Title 3 of the Real Property Tax Laws of the State of New York, and in particular Section 1124 thereof, and pursuant to a Judgment duly made on the 25th day of February, 2010 and entered in the Office of the Clerk of the County of Putnam on the 4th day of March, 2010 in an action entitled "In the matter of foreclosure of tax liens by proceeding in rem pursuant to Article Eleven of Real Property Tax Law by the County of Putnam affecting parcels located in the Town of Patterson" under Index No. 1861/2007, and the List of Delinquent Taxes filed in the Putnam County Clerk's office.

AND in consideration of ONE (\$1.00) DOLLAR lawful money of the United States paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL those certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Patterson, County of Putnam and State of New York, which are designated by their respective tax map numbers and more particularly known and described upon the official tax map of the Town of Patterson as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with the appurtenances and all the estate rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

EXHIBIT A

Town

Tax Map No.

Name

Patterson

4.-1-68

Kirsten Donecker

3/19/25 - Prepared by Legislator Birmingham

#15

RESOLUTION

APPROVAL/PUTNAM COUNTY'S REQUEST FOR THE COUNTY SALES TAX RATE TO BE ESTABLISHED AT A RATE OF 3.____% FOR THE PERIOD FROM DECEMBER 1, 2025 THROUGH NOVEMBER 30, 2028.

WHEREAS, in accordance with Chapter 113 of the Laws of 2011 and pursuant to Resolution #41 of 2011, Resolution #88 of 2013 and Resolution #38 of 2015, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of September 1, 2007, through November 30, 2017; and

WHEREAS, in accordance with Resolution #27 of 2017, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2017, through November 30, 2019, however, the State of New York subsequently extended that increase through November 30, 2020; and

WHEREAS, in accordance with Resolution #68 of 2020, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2020, through November 30, 2023; and

WHEREAS, by Resolution #46 of 2023, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2023, through November 30, 2026, however, the State of New York subsequently only extended that increase through November 30, 2025, which authorization is about to expire; now therefore be it

RESOLVED, that the Putnam County Executive and Putnam County Legislature hereby support and request the introduction and passage of legislation authorizing Putnam County's sales tax rate to be increased from three percent (3.0%) to three and _____ percent (3.____%) for the period from December 1, 2025, through November 30, 2028; and be it further

RESOLVED, that the Clerk of the Putnam County Legislature is hereby directed to forward a copy of this Resolution to our State representatives in the State Legislature as well as the Governor and leadership of our State Legislature.

RESOLUTION

APPROVAL/PUTNAM COUNTY'S REQUEST ~~TO EXTEND~~FOR THE ~~1%~~
~~INCREASED~~ COUNTY SALES TAX ~~FOR AN ADDITIONAL THREE YEARS~~RATE
TO BE ESTABLISHED AT A RATE OF 3. % FOR THE PERIOD FROM
DECEMBER 1, 2025 THROUGH NOVEMBER 30, 2028.

~~WHEREAS, in light of the current and ongoing fiscal challenges facing Putnam County government, it is appropriate to maintain revenues by renewing the previously authorized one percent (1%) County sales tax increase; and~~

WHEREAS, in accordance with Chapter 113 of the Laws of 2011 and pursuant to Resolution #41 of 2011, Resolution #88 of 2013 and Resolution #38 of 2015, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of September 1, 2007, through November 30, 2017; and

WHEREAS, in accordance with Resolution #27 of 2017, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2017, through November 30, 2019, however, the State of New York subsequently extended that increase through November 30, 2020; and

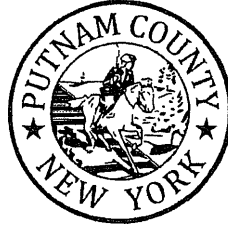
WHEREAS, in accordance with Resolution #68 of 2020, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2020, through November 30, 2023; and

WHEREAS, by Resolution #46 of 2023, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2023, through November 30, 2026, however, the State of New York subsequently only extended that increase through November 30, 2025, which authorization is about to expire ~~and needs to be renewed; and; now therefore be it~~

~~WHEREAS, the Putnam County Executive and Putnam County Legislature further determine that as an alternative to dramatically raising real property taxes in Putnam County, it is necessary to renew the expiring one percent (1%) County sales tax increase; now therefore be it~~

RESOLVED, that the Putnam County Executive and Putnam County Legislature hereby support and request the introduction and passage of legislation authorizing ~~the renewal of the expiring one percent (1%) County~~Putnam County's sales tax ~~increase for an additional three~~rate to be increased from three percent (3.0%) to three and percent (3. %) years, that is; for the period from December 1, 2025, through November 30, 2028; and be it further

RESOLVED, that the Clerk of the Putnam County Legislature is hereby directed to forward a copy of this Resolution to our State representatives in the State Legislature as well as the Governor and leadership of our State Legislature.



cc: all
A+A

PUTNAM COUNTY EXECUTIVE
KEVIN M. BYRNE

MEMORANDUM

TO: Hon. Amy Sayegh, Chairwoman
Putnam County Legislature

CC: Diane Schonfeld, Clerk
Putnam County Legislature

The Putnam County Legislature

Michael J. Lewis
Commissioner of Finance

FROM: Kevin M. Byrne
County Executive

DATE: January 16, 2025

RE: Sales Tax Extension

2025 JAN 16 PM 12: 07
LEGISLATURE
PUTNAM COUNTY
CARMEL, NY

Please let this memorandum serve as the Administration's request that the Legislature consider renewing and extending the County's longstanding practice of collecting an additional one percent to the County's sale tax rate, which is set to expire on November 30, 2025.

While this provision enables Putnam County to collect 4% instead of 3% (an additional 1% on individual purchases), it is worth noting that it accounts for 25% of all sales tax collected. For example, if not extended in 2023, a year in which Putnam County collected more than \$88 million in sales tax, that 1% represented approximately \$22 million.

In recent years, in part due to sales tax collections received with the existing rate, Putnam County has been able to cut its property tax levy and lower its property tax rate substantially, while also making sales tax fairer and less regressive through opting into an exemption on clothing and footwear under \$110. All of these accomplishments would be jeopardized if Putnam County failed to extend its existing rate.

If not extended, the revenue loss to Putnam County would also jeopardize the delivery of critical public services and massively interfere with needed capital investments approved by the Legislature and Executive in the County's 6- Year Capital Plan.

Therefore, I respectfully request that the Legislature consider advancing this measure as soon as feasible in order to allow for the necessary steps to be taken required for State legislative action in connection with this extension.

Please see attached the proposed draft resolution, which has been approved by the Law Department for the Legislature's review and consideration.

RESOLUTION

APPROVAL/PUTNAM COUNTY'S REQUEST TO EXTEND THE 1% INCREASED COUNTY SALES TAX FOR AN ADDITIONAL THREE YEARS

WHEREAS, in light of the current and ongoing fiscal challenges facing Putnam County government, it is appropriate to maintain revenues by renewing the previously authorized one percent (1%) County sales tax increase; and

WHEREAS, in accordance with Chapter 113 of the Laws of 2011 and pursuant to Resolution #41 of 2011, Resolution #88 of 2013 and Resolution #38 of 2015, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of September 1, 2007, through November 30, 2017; and

WHEREAS, in accordance with Resolution #27 of 2017, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2017, through November 30, 2019, however, the State of New York subsequently extended that increase through November 30, 2020; and

WHEREAS, in accordance with Resolution #68 of 2020, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2020, through November 30, 2023; and

WHEREAS, by Resolution #46 of 2023, the Putnam County Legislature approved the introduction and passage of legislation for the continued authorization of Putnam County's sales tax to be increased from three percent (3%) to four percent (4%) for the period of December 1, 2023, through November 30, 2026, however, the State of New York subsequently only extended that increase through November 30, 2025, which authorization is about to expire and needs to be renewed; and

WHEREAS, the Putnam County Executive and Putnam County Legislature further determine that as an alternative to dramatically raising real property taxes in Putnam County, it is necessary to renew the expiring one percent (1%) County sales tax increase; now therefore be it

RESOLVED, that the Putnam County Executive and Putnam County Legislature hereby support and request the introduction and passage of legislation authorizing the renewal of the expiring one percent (1 %) County sales tax increase for an additional three (3) years, that is, for the period December 1, 2025, through November 30, 2028; and be it further

RESOLVED, that the Clerk of the Putnam County Legislature is hereby directed to forward a copy of this Resolution to our State representatives in the State Legislature as well as the Governor and leadership of our State Legislature.

March 24, 2025
Audit Meeting

#16

FYI/ Guardrail & Property Damage Table